



**SOUTH YUBA TRANSPORTATION
IMPROVEMENT AUTHORITY
915 Eighth Street, Suite 109A
Marysville, California**



AUGUST 2, 2022 – 4:00 P.M.

Welcome to the South Yuba Transportation Improvement Authority meeting. As a courtesy to others, please turn off cell phones or other electronic devices, which may disrupt the meeting. The public will be given opportunity to comment on action items on the agenda when the item is heard and comments shall be limited to three minutes per individual or group.

CALL TO ORDER: Welcome. As a courtesy to others, please turn off cell phones or other electronic devices which might disrupt the meeting. Thank you.

I **ROLL CALL** – Directors Bradford, Pendergraph, Vasquez, West

II **PUBLIC COMMUNICATIONS:** Any person may speak about any subject of concern within the jurisdiction of the authority which is not on today's agenda. The total amount of time allotted shall be limited to a total of 15 minutes and each individual or group will be limited to no more than 3 minutes. Prior to this time, speakers are requested to fill out a "Request to Speak" card and submit it to the secretary.

III **ACTION ITEMS**

A. Approve meeting minutes of October 5, 2021.

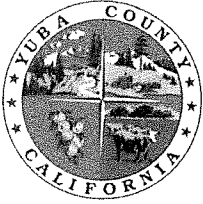
B. Approve professional services agreement with Dokken Engineering for engineering services for the East Wheatland Expressway, and authorize Chair to execute.

C. Approve professional services agreement with Dokken Engineering for engineering services for the State Route 65/South Beale Road Interchange Project, and authorize Chair to execute.

IV **BOARD AND STAFF MEMBERS REPORTS**

V **ADJOURN**

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the Clerk of the Board's office at (530) 749-7510 or (530) 749-7353 (fax). Requests must be made two full business days before the start of the meeting.



SOUTH YUBA TRANSPORTATION IMPROVEMENT AUTHORITY

MINUTES
OCTOBER 5, 2021



Call to order 4:06 p.m. with a quorum being present as follows: Directors Bradford, and West. Directors Pendergraph and Vasquez attended via Zoom. Also present were Chief Deputy County Counsel Joe Larmour and Secretary/Clerk of the Board Rachel Ferris. County Administrator Kevin Mallen attended via Zoom. Chair Bradford presided.

I ROLL CALL – Directors Bradford, Pendergraph, Vasquez, West – all present

II PUBLIC COMMUNICATIONS: None

III ACTION ITEMS

A. Approve meeting minutes of August 3, 2021.

MOTION: Move to approve

MOVED: Andy Vasquez SECOND: Rick West

AYES: Gary Bradford, Jay Pendergraph, Andy Vasquez, Rick West

NOES/ABSENT/ABSTAIN: None

Approved via unanimous Roll Call Vote

A. Adopt resolution updating South Yuba Transportation Improvement Authority (SYTIA) traffic impact fee structure. Community Development and Services Director Mike Lee recapped and responded to Board inquiries relating to appeals process and time lines.

MOTION: Move to adopt

MOVED: Andy Vasquez SECOND: Rick West

AYES: Gary Bradford, Jay Pendergraph, Andy Vasquez, Rick West

NOES/ABSENT/ABSTAIN: None

Adopted resolution No. 2021-01 via unanimous Roll Call Vote

B. Approve Budget for Fiscal Year 2021/2022. Director Mike Lee recapped budget including the following, and responded to board inquiries.

- ♦ Carryover balance \$1.76 mil
- ♦ Board approved RFP's from the August meeting
- ♦ Total expenditures 1.35 mil

MOTION: Move to approve

MOVED: Rick West SECOND: Andy Vasquez

AYES: Gary Bradford, Jay Pendergraph, Andy Vasquez, Rick West

NOES/ABSENT/ABSTAIN: None

Approved via unanimous Roll Call Vote

V **BOARD AND STAFF MEMBERS REPORTS**

Mike Lee:

- ♦ Update: RFP's status and time lines
- ♦ Update: contract balance with Dokken

VI **ADJOURN**: 4:25 p.m.

Chair

SECRETARY ATTEST:
RACHEL FERRIS
CLERK OF THE BOARD OF SUPERVISORS

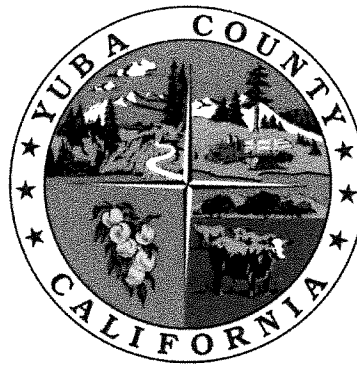
Approved: _____

The County of Yuba

Community Development & Services Agency

Michael Lee, Director

Phone (530) 749-5430 • Fax (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.yuba.org



AIRPORT
(530) 749-7800 • Cell (530) 682-1073

BUILDING
(530) 749-5440 • Fax (530) 749-5616

CODE ENFORCEMENT
(530) 749-5455 • Fax (530) 749-5616

ENVIRONMENTAL HEALTH • CUPA
(530) 749-5450 • Fax (530) 749-5454

PLANNING • CDBG
(530) 749-5470 • Fax (530) 749-5616

PUBLIC WORKS • SURVEYOR
(530) 749-5420 • Fax (530) 749-5424

FINANCE AND ADMINISTRATION
(530) 749-5430 • Fax (530) 749-5424

To: South Yuba Transportation Improvement Authority (SYTIA)

From: Daniel Peterson, Director of Public Works

Subject: Approve Professional Services Agreement with Dokken Engineering for East Wheatland Expressway

Date: August 2, 2022

RECOMMENDATION:

It is recommended that the Board approve and authorize Chair to sign a Professional Services Agreement (PSA) with Dokken Engineering related to Engineering Services for the East Wheatland Expressway.

BACKGROUND-DISCUSSION:

The SYTIA Board approved the Comprehensive Implementation Strategy (CIS) Report on August 3, 2021, which report was prepared by Dokken Engineering. One of the top recommended priority projects is the East Wheatland Expressway (from Sheridan to Spenceville Road). The East Wheatland Expressway is one of the first steps in the process to realign Highway 65 around the City of Wheatland.

Staff issued a Request for Proposals for Professional Engineering (RFP) services on April 25, 2022 via the OpenGov web based application. The RFP requested that consultants submit a Proposal for engineering services to 1) prepare a Project Study Report-Preliminary Development Study (PSR-PDS), and, 2) provide an optional task for Project Approval and Environmental Document (PA&ED) services. Proposals were due on June 17, 2022 at which time three proposals were received from the following consultants:

1. Dokken Engineering
2. Jacobs Engineering Group, Inc.
3. WHM Corporation

A review team consisting of four staff from Yuba County and City of Wheatland reviewed and ranked the consultant proposals. All consultants were found to be qualified to perform the work and presented well qualified staff and recent project experience of a similar nature. The review team

August 2, 2022

Item: Approve Engineering Services with Dokken Engineering for the East Wheatland Expressway

ranked Dokken Engineering highest when compared to the Request for Proposal criteria. Staff is recommending award of a Professional Services Agreement for the PSR-PDS and PA&ED work on the East Wheatland Expressway. Dokken will proceed with the PSD-PDS services upon approval of the PSA. Performance of the PA&ED services are dependent on a future budget allocation.

FISCAL IMPACT:

This contract is not to exceed \$2,454,562, of which \$574,725 is for the PSR-PDS services and \$1,879,837 is for the PA&ED services. The engineering services will be paid using SYTIA Traffic Impact Fees. The cost of the PSR-PDS services is included in the SYTIA annual budget of \$1,200,000 for consulting services. Funding for the PA&ED services will be requested once adequate funding is available.

**AGREEMENT FOR
PROFESSIONAL SERVICES
Engineering Services for Project Study Report-Project Development Study
East Wheatland Expressway Project
102-9207.1**

THIS AGREEMENT for professional engineering services for project study report for the **East Wheatland Expressway Project** ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

DOKKEN ENGINEERING
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM

Commencement Date: Date of Execution of this Agreement

Termination Date: Date of Execution of this Agreement plus 5 (five) years

The term of this Agreement shall become effective on the date of this Agreement, and shall continue in force and effect for 5 (five) years after the date of this Agreement, unless sooner terminated in accordance with the terms of this Agreement or extended by contract amendment. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by the COUNTY.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONSULTANT AND COUNTY approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be

purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

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, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES

The County's Public Works Director is the representative of the COUNTY and will administer this Agreement for the COUNTY. John A. Klemunes, Jr., President is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Scope of Work

Attachment B – Payment

Attachment C – Additional Provisions

Attachment D – General Provisions

Attachment E – Insurance Provisions

Exhibit 1 – Scope of Services

Exhibit 2 – PSR-PDS Cost

Exhibit 3 – PA&ED Cost

9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to COUNTY.

When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

All subcontracts in excess of \$25,000 shall contain the above provisions.

10. CONSULTANT'S REPORTS OR MEETINGS

CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

11. TERMINATION

Notwithstanding any other provision of this AGREEMENT, COUNTY may, at any time, and without cause, terminate this AGREEMENT in whole or in part, upon not less than ten (10) days written notice to CONSULTANT. Such termination shall be effected by delivery to CONSULTANT of a notice of termination specifying the effective date of the termination and the extent of the work to be terminated. CONSULTANT shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by COUNTY. COUNTY shall pay CONSULTANT for the work completed prior to the effective date of the termination, and such payment shall be CONSULTANT's sole remedy under this AGREEMENT. Under no circumstances will CONSULTANT be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this paragraph. CONSULTANT shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

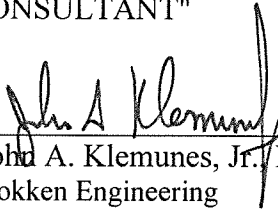
IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 2022.

"COUNTY"

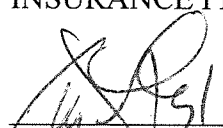
Board Chair
South Yuba Transportation
Improvement Authority (SYTIA)

"CONSULTANT"



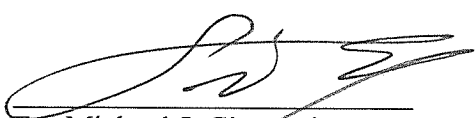
John A. Klemunes, Jr. President
Dokken Engineering

INSURANCE PROVISIONS APPROVED



Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL



For Michael J. Ciceozzi,
County Counsel

COUNTY OF YUBA

Dokken Engineering – East Wheatland Expressway Project

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are to provide for professional engineering services for project study report for East Wheatland Expressway Project and as included on the attached exhibit labeled as Exhibit 1 – Scope of Services and Exhibit 2 – Cost.

A.2. TIME SERVICES RENDERED

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED

As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

A.4. FACILITIES FURNISHED BY COUNTY

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA
Dokken Engineering – East Wheatland Expressway Project

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE

COUNTY shall pay CONSULTANT a contract fee not to exceed TWO MILLION, FOUR HUNDRED FIFTY-FOUR THOUSAND, FIVE HUNDRED SIXTY-TWO DOLLARS AND ZERO CENTS (\$2,454,562.00); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed TWO MILLION, FOUR HUNDRED FIFTY-FOUR THOUSAND, FIVE HUNDRED SIXTY-TWO DOLLARS AND ZERO CENTS (\$2,454,562.00) without a formal written amendment to this Agreement approved by the COUNTY.

Upon approval of the contract, CONSULTANT is authorized to proceed with the Project Study Report-Project Development Study (PSR-PDS) phase of the work (Exhibit 1 Scope of Services, Tasks 1 to 8, inclusive, and Exhibit 2 PSR-PDS Costs).

COUNTY will issue a separate notice to proceed for the Project Approval and Environmental Document (PA&ED) phase of the work (Exhibit 1 Scope of Services, Task 9 to 16, inclusive, and Exhibit 3 PA&ED Costs).

B.2 TRAVEL COSTS

COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in accordance with California State Department of Personnel Administration (DPA), in effect on the date of invoice upon presentation of invoices. Under no circumstances shall the per diem rates exceed those set in accordance with DPA.

B.3 AUTHORIZATION REQUIRED

Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

COUNTY OF YUBA
Dokken Engineering – East Wheatland Expressway Project

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING

CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. County has the option to void the contract under the 10-day termination clause pursuant to Operative Provision 10, or by mutual agreement to amend the contract to reflect any reduction of funds.

C.2 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES

CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. These shall include, but are not limited to; 23 CFR 172, 2 CFR Part 200, 48 CFR Chapter 1 Part 31.

CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and the COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

C.5 ACCEPTANCE

All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY

CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY

COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, COUNTY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- 2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
- 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
- 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

C.9 EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. CONSULTANT agrees to use, manage, and dispose of equipment purchased as a result of this contract in compliance with 2 CFR 200.313.
- C. All subcontracts in excess \$25,000 shall contain the above provisions.
- D. Any equipment purchased as a result of this contract is subject to the following:
 "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If

CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

C.10 STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 - 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY

representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general

prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

C.11 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed;

or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

C.12 PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, FOR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

C.13 DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
 - C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

C.14 CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C.15 DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

C.16 INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

C.17 SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

C.18 CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

C.19 CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than the COUNTY.

C.20 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

C.21 EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

C.22 RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

COUNTY OF YUBA
Dokken Engineering – East Wheatland Expressway Project

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS

At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONSULTANT is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT.

CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from the COUNTY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by the COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by the COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse COUNTY for any expenditure, including reasonable attorney fees, incurred by COUNTY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D.2 LICENSES, PERMITS, ETC.

CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature that 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. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 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.

D.4 INDEMNITY

CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

D.5 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.

D.6 ASSIGNMENT PROHIBITED

CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL

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, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 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. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D. 9 POSSESSORY INTEREST

The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES

CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.11 TERMINATION

Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.11.3 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, 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. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and California Code of Regulations Title 2, § 11102.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall

insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D.15 WAIVER

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the COUNTY's Contract Administrator.

D.23 COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE

Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

D.31 PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

D.32 TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties: a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the abovementioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER
THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration

hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
 - C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land

and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately

high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

D.33 NOTICE

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Public Works
County of Yuba
Attn: Director
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONSULTANT":

Dokken Engineering
Attn: John A. Klemunes, Jr.
110 Blue Ravine Road
Suite 200
Folsom, CA 95630

COUNTY OF YUBA
Dokken Engineering – East Wheatland Expressway Project

ATTACHMENT E

INSURANCE PROVISIONS

E. INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$2,000,000 per accident for bodily injury and property damage.

E.1.3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$2,000,000 per accident for bodily injury or disease.

(Not required if CONSULTANT provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONSULTANT’s profession, with limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. ADDITIONAL INSURED STATUS COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE For any claims related to this contract, CONSULTANT's insurance coverage shall be primary insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.3. WAIVER OF SUBROGATION CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

E.7. VERIFICATION OF COVERAGE CONSULTANT shall furnish 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 COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT’s obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.8. SUBCONTRACTORS CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9. SPECIAL RISKS OR CIRCUMSTANCES COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

COUNTY OF YUBA
Dokken Engineering – East Wheatland Expressway Project

Exhibit 1

Scope of Services

Following are two (2) comprehensive scopes of work that support the delivery of the Project Initiation Document (PID) phase of the East Wheatland Expressway project. **Tasks 1 to 8** of the following scope is for the proposed **Dokken Approach**, which includes the preparation of a **PSR-PDS**, refining Project Scope, initial Environmental assessment, Alternatives Analysis, Engineering Studies, Community and Stakeholder Outreach, Funding Strategy and Grant Support, and preparation of the final PSR-PDS documents. The full **Project Approval and Environmental Document (PA&ED) Approach** scope commencing with **Task 9 on Page 13 of this Scope of Service Exhibit** details the preparation of a **PA&ED** as requested by the County in the Request for Proposals with Environmental Constraints Analysis to support the preferred alternative.

**DOKKEN APPROACH – PROJECT STUDY REPORT-PROJECT DEVELOPMENT
SUPPORT**

Task 1.0 Project Management

Task 1.1 Project Meetings

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the County's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- Kickoff Meeting: At the start of the project, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- PDT Meetings: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT's Project Manager, CONSULTANT task leads as needed, Yuba County, City of Wheatland (City), Placer County, and Caltrans staff and other stakeholders as necessary.
- Technical Coordination Meetings: CONSULTANT will coordinate technical issues with the Counties, City, Caltrans and others through meetings and correspondence.

Deliverables: Meeting Notices, Agendas, Exhibits, and Minutes

Task 1.2 Progress Reports

CONSULTANT will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the County. The Progress Report will include

accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT will include Progress Reports with the monthly invoices.

Deliverables: Monthly Progress Reports

Task 1.3 Progress Schedule

CONSULTANT will, within 2 weeks of Notice to Proceed, provide a detailed baseline schedule to the County for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT will update the schedule on a monthly basis, to coincide with the PDT meetings.

Deliverables: Project Schedule

Task 1.4 Project Administration

CONSULTANT will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT will structure the accounting system in accordance with the County's invoicing and tracking needs.
- Prepare Subconsultant agreements: CONSULTANT will execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor Subconsultant progress and review/approve invoices: CONSULTANT will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

Deliverables: Monthly Project Invoices

Task 1.5 Quality Control

CONSULTANT will have a quality management plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and back-checked for accuracy and completeness. CONSULTANT will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

Deliverables: Quality Management Plan

Task 2.0 Project Scoping

Task 2.1 Data Collection and Review

CONSULTANT will meet with the County and City of Wheatland (City) to request and obtain any new data related to the project site that may have changed since the completion of the previous study including any recent development progress.

CONSULTANT will also meet with Placer County to discuss any potential developments on the south side of the Bear River.

Deliverables: Summary of Information Collection

Task 2.2 Purpose and Need Development

CONSULTANT will coordinate with the County to develop project Purpose and Need and identify transportation deficiencies while evaluating the underlying transportation needs, and primary objectives of the project. CONSULTANT will coordinate with interested agencies for available project information including utility companies.

Deliverables: Purpose and Need Statement

Task 2.3 Field Review

CONSULTANT will conduct a site reconnaissance to identify and document any new/changed physical features, character, adjacent uses, potential design constraints, and new environmental considerations. Field information will be recorded using field notes and digital photos. The observed environmental considerations will be used to support the environmental constraints analysis.

Deliverables: Field Notes/Photo Log

Task 2.4 Define Project Study Area

CONSULTANT will develop a Project Study Area (PSA), taking into consideration the geometric footprint of each design alternative, topographic/environmental constraints, appropriate buffers to accommodate reasonable modifications, and project risks. The PSA will be reviewed with the project team to obtain input and will ultimately be finalized for use with future project studies.

Deliverables: Project Study Area

Task 3.0 Environmental Documentation

Task 3.1 Hazardous Waste Initial Site Assessment (ISA) Checklist

CONSULTANT will prepare a Hazardous Waste Initial Site Assessment Checklist to identify any potential for encountering hazardous waste or hazardous materials in the project area. The checklist will incorporate an agency records search utilizing State Water Resources Control Board sites GeoTracker and Envirostor, as well as a visual survey of the project site. The findings in this checklist will be summarized and included in the Preliminary Environmental Analysis Report (PEAR).

Deliverables: Hazardous Waste Initial Site Assessment Checklist

Task 3.2 Environmental Constraints Analysis

CONSULTANT will perform preliminary survey work, obtain records searches, and examine any information from prior environmental analysis of the project area in order to prepare an environmental constraints analysis for the Project. In order to provide a complete scoping of the physical and human environment within the project area the following tasks will be performed:

- Obtain and evaluate prior environmental studies, local general plan information, and any other local policies which could affect the environmental process.
- Discuss and verify initial Purpose and Need and a project description through coordination with the County.
- Obtain a Cultural Resources/Native American Resources records search for the corridor.
- Survey the built environment for potential historic resources (if any) that could require full evaluation during the environmental document phase.

- Obtain record search/species list from the United States Fish and Wildlife Service and California Natural Diversity Database to evaluate the potential for threatened, endangered, or other special status plant and animal species.
- Prepare an initial environmental constraints map of identified environmental resources in the project area. Once the project features have been identified, this map will be converted into an Environmental Study Area map for use with the PEAR and future environmental documentation.
- Identify environmental technical studies, environmental documents, and required environmental regulatory permits. (i.e. USACE, USFWS, RWQCB, CDFW, etc.)

Deliverables: Environmental Constraints Mapping

Task 3.3 Preliminary Environmental Analysis Report / PES Form

CONSULTANT will prepare the Preliminary Environmental Analysis Report (PEAR) using Caltrans template and guidelines. The PEAR will incorporate the findings from the constraints analysis to identify potential environmental issues and constraints that will be addressed in the NEPA or CEQA documentation, the risks and assumptions that were used to anticipate those issues, the anticipated level of environmental documentation, and the resources and schedule needed to complete the PA&ED phase. A draft of the PEAR will be provided to the County for review and comment prior to submittal to Caltrans. If the project is assigned a local assistance designation at Caltrans, the CONSULTANT will prepare a PES Form in place of the PEAR. This scope also includes coordination with Caltrans as needed.

Deliverables: Preliminary Environmental Analysis Report (for Caltrans Capital Project) or PES Form (for Caltrans Local Assistance Project)

Task 4.0 Alternatives Analysis

Task 4.1 Land Surveying

CONSULTANT will utilize and provide United States Geological Survey (USGS) based orthoimage and available topographic or LiDAR information of the project footprint. To confirm the accuracy of the available USGS information, CONSULTANT will perform minimal survey measurements to sample the accuracy of the topography. CONSULTANT will deliver the ortho image and topographic data in an AutoCAD based drawing in California State Plane Coordinates, NAD83 and NAVD88 elevations. Yuba County and Placer County GIS parcels will be researched and incorporated into the survey base file if available.

CONSULTANT will perform ground topography to better define critical locations such as highway and railroad crossings, conforms and drainage. CONSULTANT will perform cross-section surveys for hydraulic analyses of Bear River at locations to be determined by design team. For this proposal, it is assumed that 15 cross-sections will be surveyed and mapped.

CONSULTANT will establish horizontal and vertical control as determined by Yuba County for the PSR-PDS and future phases of the project. It is assumed that NAD83 horizontal and NAVD88 vertical datums will be used for the project. CONSULTANT will set durable survey control within the project limits for current and future work.

Deliverables: Orthoimage; USGS Based Topographic Base File; Mapping Research Assistance; Survey Control Report

Task 4.2 Evaluation Criteria and Matrix

CONSULTANT will develop with County review and approval, criteria and methodology for evaluating and ranking the alternatives identified for the East Wheatland Expressway. The criteria will be listed in a draft evaluation matrix that will be used to document the comparison and ranking of the alternatives.

Deliverables: Draft Evaluation Matrix

Task 4.3 Refined Conceptual Alternatives

CONSULTANT will expand upon the conceptual alternatives identified in the previous CIS phase. The refined alternatives will take into consideration City, County and Caltrans goals, existing and future roadways connections, Caltrans and Railroad right of way, structures, utilities, environmental features, and future development. CONSULTANT will prepare layout exhibits for the City, County and Caltrans to review and comment.

Deliverables: Conceptual Alternative Exhibits

Task 4.4 Cost Estimate

CONSULTANT will prepare conceptual cost estimates in order of magnitude for cost comparison of the above refined conceptual alternatives. The conceptual cost estimates will include roadway items, structure items, utilities, and right of way items. Cost estimates will be utilized to support alternative analysis as part of the PID approval process.

Deliverables: Cost Estimates

Task 4.5 Schedule

CONSULTANT will prepare conceptual schedules identifying major milestones of the project phase in preparation of future Project Approval and Environmental Document (PA&ED), and general dates for PS&E and Construction.

Deliverables: Schedules

Task 5.0 Engineering Studies

Task 5.1 Storm Water Data Report

Compliance with Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Permit will be documented in the Storm Water Data Report (SWDR). The SWDR will be prepared to ensure that the programmed project includes sufficient right-of-way and budget for the required storm water controls.

CONSULTANT will develop a long-form PID-level SWDR in accordance with the latest Caltrans Project Planning and Design Guide. The document will include:

- A description of the project and the major engineering features.
- A preliminary estimate of the Total Disturbed Soil Area (DSA), New Impervious Surface (NIS) Area, and Post Construction Treatment Area (PCTA).
- A determination of Risk Level and requirement for Treatment BMPs.
- A discussion of the stormwater quality issues specific to this project.
- A description of the probable design pollution prevention BMPs.
- A description of the probable permanent treatment BMPs, if required.
- A description of the probable maintenance and construction site BMPs.
- SWDR Summary Spreadsheets

- Maps and exhibits

CONSULTANT will work with the Caltrans District Storm Water Coordinator to circulate the draft document through the Maintenance, Landscape, and Storm Water units.

Deliverables: PID Level Storm Water Data Report

Task 5.2 Preliminary Hydraulic Memorandum

CONSULTANT will develop a preliminary hydraulics memo to identify the flow in Grasshopper Slough and the Bear River. Consultant will obtain Bear River hydraulic information from MBK Engineers or Central Valley Flood Protection Board to obtain flow rate and water surface elevation on the Bear River. This information will be used for preliminary bridge layout and roadway profile development.

Deliverables: Preliminary Hydraulics Memo

Task 5.3 Traffic Engineering Performance Assessment

Task 5.3.1 Data Collection

The study area for the East Wheatland Expressway includes the following intersections.

1. Spenceville Road/Jasper Lane Main Street/SR 65
2. Riosa Road/SR 65

CONSULTANT will gather previously collected traffic count data. In particular, the Recology Ostrom Road Landfill Environmental Impact Report conducted a traffic analysis of the south Yuba County area and the Village 5 Specific Plan EIR in Lincoln analyzed the SR 65 corridor in and north of Lincoln. Additionally, CONSULTANT, as part of the update to the Yuba County traffic model, purchased mobile source data from StreetLight Data, Inc. representing Fall 2021 conditions for SR 65 south of Wheatland. CONSULTANT will compare the previously collected traffic counts with recent traffic volume data from the Caltrans PeMS online database of traffic count stations to understand the traffic pattern changes associated with the COVID-19 pandemic. Additionally, CONSULTANT conducted daily traffic volume counts in October 2021 or January 2022 at nearby roadways in Yuba County. Some of those counts included vehicle classification to ascertain number of axles (i.e., percent heavy vehicles).

CONSULTANT will conduct field observations at the study locations to confirm lane configurations, pedestrian, and bicycle facilities, posted speeds, etc. and to observe AM and PM peak hour conditions. CONSULTANT will obtain collision data for SR 65 in the study area from Caltrans for the most recent five-year period.

Task 5.3.2 Existing Conditions Analysis

Traffic operations at the study intersections and highway segments will be analyzed consistent with the methodology published in the Highway Capacity Manual (Transportation Research Board, 2022). The Synchro traffic analysis software will be applied to determine intersection operations, and the HCS 2022 traffic analysis software will be applied to determine highway operations. At study intersections, the AM and PM peak hour intersection delay and level of service will be reported. For study two-lane highway segments, the AM and PM peak hour percent followers and level of service will be reported.

Task 5.3.3 Travel Demand Forecasts

CONSULTANT will use the Yuba County travel demand model to develop traffic volume forecasts for the East Wheatland Expressway and study intersections in Yuba and Placer Counties.. The model is currently being revised, so CONSULTANT will work with County staff to determine the appropriate version to use. CONSULTANT will review the model to confirm the appropriate roadway network and land use assumptions in the project area.

For the cumulative conditions model, CONSULTANT will ensure that the reasonably foreseeable roadway and development projects are included. For the Placer County intersections, Fehr & Peers will use previously prepared forecast volumes and the Placer County travel demand model to provide traffic volume forecasts. This approach will require internal coordination to ensure balancing of traffic growth at the Yuba/Placer County line. CONSULTANT will prepare opening year and design year forecasts for the no build and up to three build alternative scenarios that could include interim phases of a build alternative. AM and PM peak hour forecasts will be prepared for intersections and freeway/highway segments in the study area.

From the travel demand model, CONSULTANT will prepare vehicle miles of travel (VMT) estimates for the project alternatives. The framework for transportation analysis for state highway projects is evolving rapidly. CONSULTANT'S other projects on the state highway system are grappling with several changes to this framework, including the analysis of induced travel in response to changes to CEQA that are the outcome of SB 743. Based on current guidance, CONSULTANT will provide recommendations for the forecasting work needed in the PA&ED project phase.

Task 5.3.4 Future Conditions Analysis

Using the traffic forecasts, CONSULTANT will analyze intersection and freeway operations for the AM and PM peak hours under opening and design year conditions. The no build alternative and up to three build alternatives will be analyzed.

At intersections, the AM and PM peak hour intersection delay and level of service will be reported for each movement. For freeway segments, the AM and PM peak hour average density and level of service will be reported.

In addition to the traffic operations analysis, CONSULTANT will conduct a safety assessment of the build alternatives and discuss the potential impact to pedestrian, bicycle, transit, and rail networks.

Task 5.3.5 Traffic Engineering Performance Assessment (TEPA)

CONSULTANT will prepare a TEPA report that documents the data collection, existing conditions analysis, travel demand forecasts, and future conditions analysis. The report will provide tables that summarize the analysis findings and figures to show traffic volumes. The report will also provide a recommended scope of work to be conducted for the PA&ED project phase.

Deliverables: Traffic Engineering Performance Assessment

Task 5.4 Life Cycle Cost Analysis

A Life Cycle Cost Analysis (LCCA) is required by Caltrans to justify the pavement materials and structural section of the proposed roadway. CONSULTANT will prepare the LCCA in accordance with Caltrans' latest program and report the findings in the draft LCCA report.

Deliverables: Life Cycle Cost Analysis

Task 5.5 Survey Needs Questionnaire

To assist with the establishment of vertical and horizontal project datums, CONSULTANT will prepare a PSR-PDS Survey Needs Questionnaire. This document will be submitted to Caltrans for review/approval and also included as an attachment to the PSR-PDS.

Deliverables: Survey Needs Questionnaire

Task 5.6 Utility A Letters and Base Mapping

CONSULTANT will prepare and send Utility A Letters and project exhibits to all potential utility owners within the project area. Based on Utility A Letter responses from the utility companies, CONSULTANT will incorporate the obtained maps and utility information to compile a utility base map.

Deliverables: Utility A Letters; Utility Base Map

Task 5.7 Bridge Advance Planning Studies

CONSULTANT will prepare up to nine (9) Bridge Advance Planning Studies (APS) for the following project structures:

Bridge	Structure APS	Comments
Bear River Crossing	For 3 most likely types	Propose longer spans with 5' columns for open hydraulics to pass debris and address scour of foundations
UPRR Grade Separation and SR 65 Overcrossing	For 2 most likely types	May cross UPRR only for 1 alignment or both UPRR and SR65 for other alignments
Grasshopper Slough	Will review 2 most likely types	Will review several short-span types, environmental permitting may require open bottom, ruling out box culvert
South Sutter Canal Bridge	Will review 2 structure types, but likely is another box culvert	Existing bridge is a box culvert under SR 65

The Bear River APS will show the proposed bridge length, water surface elevation, required clearances for RD2301, RD1001, Caltrans and Central Valley Flood Control Board. It will also be used to coordinate with the Reclamation Districts to address their levee maintenance roads. We propose bridge span lengths of approximately 150 feet and 5' diameter columns as this will easily span the ordinary water level of the river, will be an economical span for this crossing, and allow for major debris to pass between the columns. Per discussions with RD 1001, we expect the bridge abutment will be in the south levee with reconstruction of the levee maintenance road. Included with the APS will be an estimate of the structure cost for each viable alignment.

The structure type alternatives for the Bear River Bridge and the UPRR Grade Separation will include at a minimum a cast-in-place post-tensioned concrete box girder and a concrete precast girder bridge. For the South Sutter Canal and Grasshopper Slough crossings, multiple structure type alternatives will be developed following detailed site investigations. These will be shorter span structures of types such as cast-in-place concrete slabs or post-tensioned slabs for the absolute thinnest structure or likely a box culvert for the canal. The feasibility of the structure types considered will be evaluated on relative comparison of operational performance,

environmental impacts, hydraulics, aesthetics, maintenance requirements, and construction cost. Each conceptual design will include the proposed structural and foundation type, the length, spans, cross section, staging and profile of the bridge.

Deliverables: Bridge APS' and estimates for each viable alternative

Task 6.0 Community and Stakeholder Outreach

Task 6.1 Stakeholder Focus Group Meetings

CONSULTANT will coordinate and facilitate up to six (6) Virtual Key Stakeholder Focus Group meeting. CONSULTANT will work with the County to develop meeting agendas and presentation content that are on point and easy to understand, then facilitate discussions in a way that engages all parties and generates a thoughtful discussion that leads to agreements and direction that moves the project forward. The Key Stakeholder Focus Group membership is recommended to include, but is not limited to, adjacent property owners and residents, and key funding stakeholders, as identified by the County and project team.

Deliverables: Meeting Agenda; Presentation Materials

Task 6.2 Community Workshops (2)

CONSULTANT will be responsible for hosting and facilitating two (2) community workshops. Responsibilities will include logistics, facilitation, and documentation of community input. CONSULTANT will work with the County to develop facilitation plans/agendas, engagement activities and handouts and/or exhibits necessary to conduct the workshop. All documentation of the workshops including keeping an accurate sign-in sheet, taking notes, and preparing meeting summaries for review and approval by the County shall also be the responsibility of the CONSULTANT. If it becomes necessary CONSULTANT can host the workshops virtually.

CONSULTANT will ensure that the workshops are well advertised. CONSULTANT will work with the City's and County's existing communication channels to disseminate project information and ensure that the community is informed throughout the project's duration. CONSULTANT will provide content to SYTIA for posting to the project webpage, calendar, and social media channels.

The workshops will be planned to ensure they capture the public feedback necessary to support federal and state grant applications. It is important that the voices of central Wheatland be heard in addition to those in the eastern Wheatland areas. It is proposed to hold one workshop located in Wheatland and one workshop in Sheridan to gain more direct Placer County input. We also believe support for the project can come from Sutter County and the Rio Oso Community as well as from goods movement advocates related to the regional sawmill, landfill, airbase, and aggregate reserves.

Deliverables: Handouts; Presentation Materials; Notifications

Task 6.3 Stakeholder Database and Ongoing Communications

CONSULTANT will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest. CONSULTANT will document and respond to all electronic inquiries received through email, social media channels. CONSULTANT will work with the County and the project team to

provide consistent and accurate messaging. A monthly log of inquiries and responses will be provided to the County.

Deliverables: Stakeholder Database; Inquires Log

Task 6.4 Outreach Updates Via Fact Sheets and Electronic Media

AIM will develop outreach materials to inform the community about the project. These materials can include and will include an updated project info/fact sheet as well as other items promoting the workshop and engagement activities (social media images, flyers). McAdam will assist the team to translate technical information into formats and descriptions that are more easily understandable to the general public. A template for each collateral item will be developed consistently that is easily updated and sent or distributed through electronic means.

Deliverables: Communication Collateral

Task 7 FUNDING STRATEGY AND GRANT SUPPORT

Task 7.1 Funding Strategy and Outreach

CONSULTANT will provide oversight and advice on positioning the project effort to maximize the potential to attract grant funding, including the Federal Bipartisan Infrastructure Bill and State SB-1 programs. This includes translating technical data into terminology that is understandable by the public, ensuring ongoing communications with SACOG, Caltrans, and other key decision makers that keep the project on track, as well as identifying and removing potential impediments as they may occur.

CONSULTANT will coordinate and facilitate up to six key funding outreach meetings. CONSULTANT will work with the project team to develop meeting agendas and presentation content that are on point and easy to understand, then facilitate discussions in a way that engages all parties. The purpose is to keep them involved in the development process and enlist support for the East Wheatland Expressway as it moves towards approvals, permitting, and funding. Discussion points would include the objectives to be achieved, project issues and details to be considered, criteria for prioritization, funding program possibilities, and ultimately, support for the project itself.

These meetings will target:

- Congressman Doug LaMalfa, Senior District Staff Lisa Mara, and District Staff David Morgan
- CTC Commissioner Rocco Davis
- CTC staff including Deputy Director of Programming Matthew Yagott, Associate Deputy Director, Programming – LPP Christine Gordon, and Associate Deputy Director, Programming – TCEP Hannah Walter
- SACOG planning and programming staff including Director of Transportation Kristina Svensk, Planning Manager Clint Holtzen, and Senior Analyst Sam Shelton
- Key Caltrans decision making staff such as District 3 Director Amarjeet Benipal, District 3 Deputy Director of Planning, Local Assistance and Sustainability Sue Takhar, and/or Headquarters Office Chief of Multimodal Planning Scott Sauer.
- Other key programming, permitting, or funding contacts as identified through the PSR process.

CONSULTANT will advise on funding opportunities and recommend approaches and data that provide the most persuasive arguments for discretionary funds for the East Wheatland

Expressway project. This includes grant strategies, as well as advising and editing grant proposals.

Deliverables: Funding Strategy Meeting Notes and Funding Opportunities

Task 7.2 Grant Application

CONSULTANT will prepare one (1) grant application to the Federal Bipartisan Infrastructure Bill for the expense of the PA&ED phase of the project. This includes written, graphical and technical analysis required for the grant application. It also requires coordinating political support letters as well as support from adjacent Counties of Placer and Sutter.

Deliverables: Grant Application with supporting documents

Task 8.0 Project Study Report – Project Development Support

This scope includes Tasks that are required for Caltrans approval of a PSR-PDS. If it is determined for strategy purposes during the preparation of the PSR-PDS that Caltrans will not be a signatory to the final document, Dokken will work with the County to eliminate Caltrans related tasks that have no value and reduce the fee accordingly.

Task 8.1 Transportation Planning Scoping Information Sheet

CONSULTANT will prepare a Transportation Planning Scoping Information Sheet (TPSIS), in accordance with Caltrans guidelines. Completion of the TPSIS will include preparation of text and table content for each of the applicable five sections of the document: System Planning; LD-IGR; Smart Mobility, Complete Streets, and Regional Planning; Climate Change and Environmental Considerations; and Tribal Government Coordination. The TPSIS will be included as an attachment to the PSR-PDS. CONSULTANT will work with the County and City to identify any active transportation improvements along Spenceville Road that could improve active transportation participation and enhance the project's opportunities for State and Federal funding.

Deliverables: Transportation Planning Scoping Information Sheet

Task 8.2 Right of Way/Utilities Conceptual Cost Estimate

CONSULTANT will prepare conceptual cost estimates for the project right of way and utility components. The estimate will take into consideration potential fee takes, temporary/permanent easements, railroad impacts, as well as significant utility relocations. The estimate will be included as an attachment to the PSR-PDS.

Deliverables: Right of Way/Utility Cost Estimate

Task 8.3 Risk Register

CONSULTANT will prepare a Risk Register to identify risks associated with implementation of alternatives. The Risk Register will be included as an attachment to the PSR-PDS.

Deliverables: Risk Register

Task 8.4 Design Scoping Index

CONSULTANT will prepare a Design Scoping Index (DSI) to assist in determining the feasibility of the project alternatives. A DSI will be prepared for each significantly different alternative, considering Design Concept & Route Matters, Design Criteria, Roadway and Structures Characteristics, Right of Way, Hydraulics/Stormwater, and Worker Safety. The DSI

will be included as an attachment to the PSR-PDS. This is a slight repackaging of the alternative evaluation matrix and analysis described in the following sub-task.

Deliverables: Design Scoping Index

Task 8.5 Evaluate Alternatives

CONSULTANT will evaluate each alternative in accordance with the evaluation criteria developed in Task 4 and with the information obtained during the preparation of the PSR-PDS studies.

Deliverables: Alternative Evaluation Matrix

Task 8.6 Draft PSR-PDS

CONSULTANT will prepare the Draft Project Study Report-Project Development Support (PSR-PDS) in accordance with Caltrans guidelines. The document will discuss the proposed project alternatives, purpose, and need, and provide the information needed to estimate and program the capital outlay support cost necessary to complete the studies and work needed during PA&ED.

The draft will be submitted to the City, Yuba and Placer Counties, and Caltrans for review and comment. CONSULTANT will meet with responding agencies for comments resolution and subsequent updates to the PSR-PDS.

Deliverables: Draft PSR-PDS

Task 8.6 Final PSR-PDS

After receiving and discussing comments on the Draft PSR-PDS, CONSULTANT will prepare Final PSR-PDS for County approval.

Deliverables: Final PSR-PDS

End of PSR-PDS Scope of Work

PA&ED PHASE SCOPE OF SERVICES [Optional, delayed authorization]

This scope of services in Tasks 9 through 16 are the services necessary based upon our understanding of the project at the time of signing of this PSA. It is anticipated that this scope will require modification and updating upon completion of the PSR-PDS.

If funding availability does not allow the full authorization of the PA&ED work scope, CONSULTANT can identify specific tasks that could be authorized with limited available funds to keep the project moving forward without authorizing the full PA&ED.

Task 9 Project Management

Task 9.1 Project Meetings

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend, and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the County's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- Kickoff Meeting: At the start of the project, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- PDT Meetings: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT's Project Manager, CONSULTANT task leads as needed, Yuba and Placer Counties, City, and Caltrans staff and other stakeholders as necessary.
- Technical Coordination Meetings: CONSULTANT will coordinate technical issues with the County, Caltrans and others through meetings and correspondence.

Deliverables: Meeting Notices, Agendas, Exhibits, and Minutes

Task 9.2 Progress Management

CONSULTANT will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the County. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT will include Progress Reports with the monthly invoices.

Deliverables: Monthly Progress Reports

Task 9.3 Progress Schedule

CONSULTANT will, within 2 weeks of Notice to Proceed, provide a detailed baseline schedule to the County for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT will update the schedule on a monthly basis, to coincide with the PDT meetings.

Deliverables: Project Schedule

Task 9.4 Project Administration

CONSULTANT will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT will structure the accounting system in accordance with the County's invoicing and tracking needs.
- Prepare Subconsultant agreements: CONSULTANT will execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor Subconsultant progress and review/approve invoices: CONSULTANT will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

Deliverables: Monthly Project Invoices

Task 9.5 Quality Control

CONSULTANT will have a quality management plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and backchecked for accuracy and completeness. CONSULTANT will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

Deliverables: Quality Management Plan

Task 10 Surveying and Right of Way Mapping

Task 10.1 Land Surveys (no cost provided)

CONSULTANT will augment the aerial-based survey with conventional ground surveys along the preferred alignment. Items to locate will include but are not limited to, ground cross-section profiles, drainage, waterways, utilities, roadway improvements, conforms, and other key design features.

CONSULTANT will facilitate the delivery of a strip aerial based photogrammetric survey of the proposed project. The width of the survey will cover an approximately 250' wide strip along the alignment. Photogrammetric survey will include a color ortho-rectified image, full planimetrics, 1' contours and a 3D surface. Survey will include the setting of ground control aerial panels along the project limits and random survey check shots to confirm contours and surface details.

No cost for this has been included in the cost proposal at this time pending determination of the appropriate design survey limits and confirmation that of a preferred alignment.

Deliverables: Photogrammetric Topographic Base File; Color Ortho-Rectified Image; Point Files; DTM and 3D Surface File; Supplemental Topographic Mapping

Task 10.2 Preliminary Boundary and Right of Way Surveys

CONSULTANT will research and review record right of way and property maps including deed documents along the preferred alignment. For this phase of the project, CONSULTANT will map the record right of way and adjacent properties from readily available maps, deeds, subdivision maps, and other public records to prepare a preliminary boundary and right of way base map. CONSULTANT will perform field surveys to locate sufficient monuments of record to resolve and map the record right of way and affected property boundaries along the preferred alignment. CONSULTANT will prepare a right of way and boundary base drawing in AutoCAD format that will include right of way details, property owner information such as assessor's parcel numbers, street address and current ownership references. CONSULTANT will work with

the design team, Placer County and Wheatland to coordinate access onto private properties to perform field surveys as needed. Title reports are not expected to be used for this phase of the project.

Title reports will become necessary in future phases of the project to fully resolve all properties, exceptions, dedications, easements, and other constraints.

Deliverables: Right of Way Base File; Maps and Property Documents

Task 11 Environmental Technical Studies

The CONSULTANT scope and fee assumes that one build alternative will be evaluated and brought through the technical studies, CEQA, and NEPA environmental document. Should two or more unique build alternatives need evaluated, additional scope may be necessary. Any needed effort not included in this contract for CEQA and NEPA tasks will be negotiated with the County and approved prior to commencing work for out-of-scope work.

Task 11.1 Natural Environment Study

A CONSULTANT biologist will conduct fieldwork to assess the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. In addition, literature research will be conducted to determine the potential for sensitive plant and animal species in the project area. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. Based on initial research and experience with projects in this area, tricolored blackbird, Swainson's hawk, vernal pool fairy shrimp, and Valley Elderberry Longhorn Beetle (VELB), are expected to be found in the project area. The Bear River also provides habitat for federally protected salmonids and is classified as critical habitat for California Central Valley steelhead. CONSULTANT will conduct fieldwork appropriate to the season to maximize the ability to detect and positively identify sensitive species.

CONSULTANT will prepare a Natural Environment Study in accordance with the Caltrans approval format. This study will include a description of the field methods used and the results of the biological surveys of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, CONSULTANT will prepare and include in the study a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present; it also will identify and assess project impacts on the existing biological resources, including any sensitive species. Mitigation measures will be included as necessary.

Deliverables: Natural Environment Study

Task 11.1.1 Aquatic Resources Delineation Report

In addition to the general biological surveys for the Natural Environment Study, CONSULTANT will conduct a delineation of jurisdictional aquatic resources including Waters of the United States, Waters of the State, and CDFW jurisdictional habitats. The delineation will be conducted in accordance with U.S. Army Corps of Engineers, Regional Water Quality Control Board and California Department of Fish and Wildlife protocols for delineation of the Ordinary High Water

Mark and wetland indicators. The CONSULTANT will record delineation efforts in the field with GPS including the boundaries of each aquatic resource within the proposed project area.

Deliverables: Aquatic Resources Delineation Report

Task 11.2 Biological Assessment for USFWS

Consistent with Section 7 of the Endangered Species Act, a Biological Assessment will be prepared to initiate consultation with the United States Fish and Wildlife Service (USFWS) for impacts to federally listed species including vernal pool fairy shrimp and/or VELB. The Biological Assessment will include a special discussion of construction methods and special design considerations that were selected to minimize potential impacts to federally listed species. The Biological Assessment will be submitted to Caltrans for review and approval prior to sending it to USFWS to initiate Section 7 Consultation.

After the Biological Assessment is approved by Caltrans and submitted for review and concurrence at USFWS, CONSULTANT will provide environmental and engineering support to ensure that the Section 7 Consultation process is completed on schedule.

Section 7 Consultation will address potential impacts to individual special status species during construction. Modification of the design or construction methodology may become part of the avoidance and minimization strategy to ensure that potential impacts to the protected species are reduced to the greatest extent possible. At the completion of the consultation process, USFWS will issue a Biological Opinion for the species.

Deliverables: Biological Assessment for USFWS

Task 11.3 Biological Assessment for NMFS

Consistent with Section 7 of the Endangered Species Act, a Biological Assessment will be prepared to initiate consultation with the National Marine Fisheries Service (NMFS) for impacts to federally listed salmonid species and critical habitat for California Central Valley steelhead. The Biological Assessment will include a special discussion of construction methods and special design considerations that were selected to minimize potential impacts to federally listed species. The Biological Assessment will be submitted to Caltrans for review and approval prior to sending it to NMFS to initiate Section 7 Consultation.

After the Biological Assessment is approved by Caltrans and submitted for review and concurrence at NMFS, CONSULTANT will provide environmental and engineering support to ensure that the Section 7 Consultation process is completed on schedule. Section 7 Consultation will address potential impacts to individual special status species during construction.

Modification of the design or construction methodology may become part of the avoidance and minimization strategy to ensure that potential impacts to the protected species are reduced to the greatest extent possible. At the completion of the consultation process, NMFS will issue a Biological Opinion for the species.

Deliverables: Biological Assessment for NMFS

Task 11.4 Historic Property Survey Report/Archaeological Survey Report

CONSULTANT will complete cultural resource efforts in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of

Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-aid Highway Program in California.

A CONSULTANT archaeologist will prepare a Historic Property Survey Report (HPSR)/Archaeological Survey Report (ASR) according to Caltrans specifications. This report will describe the results of Native American Consultation, research and field methods used in identifying cultural resources, the archaeological and historic resources identified in the project vicinity, and the potential of the project to adversely impact any archaeological or historic resources.

Deliverables: Historic Property Survey Report/Archaeological Survey Report

Task 11.4.1 Native American Consultation

CONSULTANT will contact the Native American Heritage Commission (NAHC) to initiate Native American consultation under Section 106 and AB 52. The NAHC will provide a list of Native American groups to contact regarding this project. CONSULTANT will coordinate with Caltrans and the PDT to consult with the tribes. With PDT and Caltrans approval, CONSULTANT will contact each tribe via certified mail. After 28 days, CONSULTANT will follow up with those groups that have not commented via telephone. CONSULTANT will document all efforts to consult with each tribe. Consultation will be completed in compliance with Section 106 and AB 52.

Deliverables: Native American Consultation Log

Task 11.4.2 Extended Phase I (cost not included)

Based on the potential high sensitivity associated with the Bear River floodplain, CONSULTANT anticipates that Extended Phase I testing may be required by Caltrans. The XPI would determine the presence or absence of archaeological materials within the Area of Potential Effect (APE). CONSULTANT will prepare an XPI Proposal which will identify the potentially sensitive areas to test and the methodology for the testing. Shovel Test Pits (STPs) would be excavated and screened. If subsurface archaeological deposits are encountered during excavation, then additional fieldwork may be required by Caltrans to determine the significance of the find. Results of the fieldwork will be documented in the XPI Report and if necessary, Department of Parks and Recreation 523 (DPR 523) site forms. Since the number of tests and the extent of testing is not able to be determined at this time, the cost associated with this task is not included.

Deliverables: Extended Phase I Proposal & Extended Phase I Report

Task 11.5 Historic Resources Evaluation Report (HRER)/Finding of Effect (FOE)

The project has the potential to impact the Union Pacific Railroad (UPRR) tracks that run parallel to SR 65, the old portion of SR 65 near Riosa Road, the South Sutter Canal and the Camp Far West Canal, as well as the two levee systems, RD 1001 built in 1952 and RD 0817/RD 2103 originally built in 1941. These resources are more than 45 years of age and therefore require evaluation to determine if it is a historic property as defined by Section 106 of the National Historic Preservation Act or a historical resource as defined by CEQA. If the evaluation determines that the line is a historic property or historical resource, then an analysis of the project's potential to adversely affect it will be required. CONSULTANT will prepare a Caltrans formatted HRER and FOE to evaluate all historic (non-Native American) resources present within the project area. These resources will be documented in the HRER and evaluated for its

eligibility to be listed in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). A FOE will be issued based on these evaluations.

Deliverables: Historic Resources Evaluation Report/Finding of Effect

Task 11.6 Noise Study Report

CONSULTANT will prepare a Noise Study Report consistent with the Caltrans Noise Analysis Protocol and Technical Noise Supplement (TeNS) to address the project's potential effects on existing and future noise conditions, including construction impacts. CONSULTANT has identified potential sensitive receptors to the east of old SR 65 and at the Jasper Lane/Spenceville Road intersection. Focused attention will be given to these sensitive receptor groups during noise analysis conducted for the Noise Study Report.

A CONSULTANT noise specialist will conduct ambient noise level measurements to establish the existing noise environment at representative receptor locations. Short-term (15-minute) noise level field measurements will be made at up to four locations to document the existing noise environment and to calibrate the traffic noise model. Observations of barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.

Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent receptor locations. Analysis requirements will be based on the sensitivity of the project study area and the Noise Ordinance specifications.

The Federal Highway Administration (FHWA) Traffic Noise Model (TNM), Version 2.5, will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and Build Alternative. Model input data include peak-hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. Existing roadway traffic noise will be calculated as baseline conditions, using concurrent traffic counts obtained during ambient noise level measurement. The future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided in the traffic study, whichever is lower.

Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by 5 A-weighted decibel (dBA) or more, as required to be feasible, will be evaluated. The total reasonable allowance will be calculated for each noise barrier.

Deliverables: Noise Study Report

Task 11.7 Noise Abatement Decision Report

CONSULTANT will prepare a Noise Abatement Decision Report (NADR) using the conclusions and feasibility information from the Noise Study Report. The Noise Abatement Decision Report will provide a recommendation for which abatement strategies are reasonable based on cost and guidance from the Caltrans Traffic Noise Analysis Protocol. The report will be approved by a California licensed professional civil engineer and will follow the Caltrans template.

Deliverables: Noise Abatement Decision Report

Task 11.8 Air Quality Report

The Environmental Protection Agency has classified the Sacramento Valley Air Basin (SVAB) portion of Placer and Yuba County as a severe nonattainment area with regard to the federal 8-hour O₃ standard. For the federal CO and PM_{2.5} standards, the EPA has classified this area as a moderate maintenance (CO) and nonattainment area (PM_{2.5}). The EPA has classified all of Placer and Yuba County as an attainment area for the federal PM₁₀ standard (U.S. EPA 2013). As such, CONSULTANT will prepare an Air Quality Report for the project's operation and construction in accordance with Caltrans guidelines. CONSULTANT will also work with the PDT to prepare the appropriate Interagency Consultation (IAC) documentation, as needed, for the project.

Deliverables: Air Quality Report

Task 11.9 Air Quality Conformity Analysis

CONSULTANT will prepare an Air Quality Conformity Analysis (AQCA) following the guidelines in the Caltrans Standard Environmental Reference, Chapter 11. The AQCA will include a summary of the Interagency Consultation, results of the Air Quality Report, the project's consistency with the State Implementation Plan, and identification of mitigation measures as needed.

Deliverables: Air Quality Conformity Analysis

Task 11.10 Community Impact Assessment Memorandum

CONSULTANT will prepare a Community Impact Assessment Memorandum to document potential impacts that the project could have to the local community, and minority and low-income populations and to evaluate the potential for the project to generate public controversy. This report will evaluate the land use takes, changes in the noise and visual environment, and impacts on cultural/biological resources that may be important to the community. Pursuant to NEPA requirements, impacts to low-income population will be evaluated consistent with federal Environmental Justice policy. The CIA will be based on current Caltrans Guidelines (Environmental Guidelines Volume 1, Chapter 24 – Community Impacts) and will discuss social impacts, businesses and residences affected by the project, and community resources such as schools, parks, and emergency services.

Deliverables: Community Impact Assessment Memorandum

Task 11.11 Visual Impact Assessment

A Visual Impact Analysis (VIA) will be prepared by CONSULTANT due to the project potential to add a new expressway including overcrossings of SR 65 and the railroad, embankments, bridges including a large bridge over the Bear River, and potential retaining walls. The analysis will be performed using a matrix to compare visual resources within defined landscape units, and will include: visual quality and character, the viewers and viewpoints, and changes in vividness, intactness, and unity. The report will include the following graphics: a vicinity map, the landscape units, representative photographs, and a map of representative photograph locations. Visual simulations of the project will also be included; this scope includes up to five simulations. The Visual Impact Assessment will be reviewed and approved by a licensed Landscape Architect prior to submittal to Caltrans for review.

Deliverables: Visual Impact Assessment

Task 11.12 Water Quality Assessment Report

CONSULTANT will prepare a Water Quality Assessment Report to address the potential project impacts on water quality due to the increased impervious surfaces, based on Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The assessment will discuss receiving waters conditions, objectives, and beneficial uses, as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan.

Deliverables: Water Quality Assessment Report

Task 11.13 Farmlands Technical Memorandum

Farmlands surrounding the project site are considered Farmland of Statewide Importance, Prime Farmland, Unique Farmland, and Farmland of Local Importance and portions of farmland would be converted to nonagricultural use. To comply with the provisions of the Federal Farmland Protection Policy Act, consultation with the U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) will be necessary. CONSULTANT will prepare a memorandum analyzing impacts to farmland along with completion of form AD 1006 to determine significance of potential impacts from conversion of local farmland.

Deliverables: Farmlands Technical Memorandum

Task 11.14 Section 4(f) De Minimis Memorandum

CONSULTANT will prepare a Section 4(f) analysis in accordance with FHWA and Caltrans guidelines to assess potential impacts to historic resources. These historic resources are anticipated to be minimally impacted by the project and a de minimis finding is appropriate. CONSULTANT will utilize the concurrence from SHPO on the FOE to secure approval (in writing) that the project's impacts will not negatively affect these historic resources.

Deliverables: Section 4(f) De Minimis Memorandum

Task 11.15 Cumulative Impacts Memorandum

CONSULTANT shall prepare a Cumulative Impact Assessment Memorandum to document the potential cumulative impacts associated with the proposed Wheatland Expressway in consideration with all other projects in the vicinity, including other proposed improvements, developments, and projects along SR 65. The assessment will utilize information from the SYTIA CIS and other environmental documentation to assess potential cumulative impacts.

Deliverables: Cumulative Impacts Memorandum

Task 12 CEQA and NEPA Clearance

Task 12.1 Notice of Preparation

The CONSULTANT will prepare a Notice of Preparation (NOP) for the Environmental Impact Report (EIR) which will be circulated to all CEQA responsible agencies. The NOP will provide responsible agencies with a description, location, and potential environmental impacts for the project. The NOP will be certified mail to each responsible agency as well as every federal agency that is involved in approving or funding the project. Additionally, each Trustee Agency responsible for natural resources affected by the project will also be mailed a copy of the NOP. Newspaper posting fees are not included in the CONSULTANT fee at this time.

The CONSULTANT will conduct outreach and organize an NOP Scoping Meeting. The meeting will have CONSULTANT staff in attendance to meet with participants and answer questions.

The CONSULTANT will provide meeting material, including maps, exhibits, and comment forms. A summary of comments and meeting minutes will be provided to the PDT and Caltrans after the Scoping Meeting and these records will be included as an attachment to the draft EIR.

Deliverables: Notice of Preparation and Summary of Public/Agency Comments

Task 12.2 Draft Environmental Impact Report

The CONSULTANT will incorporate the purpose and need, project description, and the technical studies into the draft EIR. CONSULTANT will prepare sections for Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. The draft EIR will determine if the project has any other significant impacts on the environment under State standards, identify potential mitigation measures for such impacts, and determine all feasible mitigation measures to reduce all other impacts below a level of significance.

Deliverables: Draft Environmental Impact Report

Task 12.3 Public Circulation

Once the draft EIR has been approved by the PDT and provided to Caltrans for courtesy review, it will be circulated for public review for a period of 45 days. The EIR has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the EIR. CONSULTANT will coordinate the preparation of the distribution list with the PDT. Pursuant to CEQA requirements, CONSULTANT will prepare a Notice of Availability (NOA) for the draft EIR. This notice, along with the draft EIR and technical studies, will be made available at the County offices, the Public Library, and electronically during a 45-day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse. Newspaper posting fees are not included in the CONSULTANT fee at this time.

Deliverables: Notice of Completion, Notice of Availability, and Notice of Intent

Task 12.3.1 Public Hearing

To satisfy the requirements of the EIR, CONSULTANT will conduct a public hearing during the 45-day circulation of the environmental document. This hearing will explain the purpose of the project, why it is needed, what is being proposed, and the environmental impacts of the project. CONSULTANT will advertise the hearing in the local newspaper, with posted fliers, and direct mailings, as needed, to ensure maximum attendance and participation at the meeting. The hearing will either be in-person or virtual and will consist of a brief presentation followed by questions directed to technical experts on the project. Comments will be collected and summarized for the PDT's consideration. CONSULTANT will produce a Record of Public Hearing for the project files.

Deliverables: Public Hearing Mailers and Materials and Record of Public Hearing

Task 12.4 Response to Public Comments

At the close of the public review period for the draft EIR, CONSULTANT will meet with the PDT to review any comments on the EIR that were received, and to discuss potential responses to these comments. CONSULTANT will then formulate responses to the comments on the EIR. Once draft responses to comments are completed, they will be submitted to the agencies' staff for review and comment. The agencies' comments will be incorporated into the response to comments document, which will be submitted to the PDT as an appendix in the EIR.

Deliverables: Response to Public Comments

Task 12.5 Final Environmental Impact Report

Following public review of the draft EIR, the final EIR will be prepared by the CONSULTANT. Prior to action on the EIR, CONSULTANT will assist the PDT to prepare appropriate findings and the Administrative Record. The Final EIR will include a Mitigation Monitoring and Reporting matrix.

Deliverables: Final Environmental Impact Report

Task 12.6 CEQA Finding of Fact and Statement of Overriding Considerations

CONSULTANT will draft findings of fact pursuant to State CEQA Guidelines Section 15091 for each of the significant effects identified in the final EIR. The findings will describe the effect, cite one or more applicable findings under Section 15091, and describe the evidence that supports the selected findings. The findings will also explain why other project alternatives have been found infeasible by the PDT. CONSULTANT will coordinate the drafting of these findings with PDT.

CONSULTANT will also prepare a Statement of Overriding Considerations, if needed, to address any significant effects of the project that are unavoidable, explaining the economic, legal, social, technological, or other benefits of the project that outweigh its unavoidable environmental impacts. The statement will be based on substantial evidence in the record. CONSULTANT will work with the PDT in preparing the findings and statement of overriding considerations. CONSULTANT will also assist the PDT with up to two (2) Staff Report and Resolutions. The Final EIR will be reviewed and adopted by the SYTIA Board at a regular meeting. To complete the CEQA process, CONSULTANT will file a Notice of Determination (NOD) with the County Recorder's Office within 5 days of approval of the final EIR (pursuant to CEQA guidelines). NOD filing fees are not included in the CONSULTANT fee at this time.

Deliverables: Finding of Fact, Statement of Overriding Considerations, Staff Reports, and NOD

Task 12.7 Draft NEPA Complex Environmental Assessment (EA)

The CONSULTANT will incorporate the purpose and need, project description, and the technical studies into the draft complex EA. CONSULTANT will prepare sections for the Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. The draft EA will determine if the project has any other significant impacts on the environment under Federal standards, identify potential mitigation measures for such impacts, and determine all feasible mitigation measures to reduce all other impacts below a level of significance. This task includes reviews of the draft complex EA by the PDT, Caltrans District 3, Caltrans Headquarters, and Caltrans legal. The CONSULTANT will make all revisions that are prompted from reviews.

Deliverables: Draft NEPA Complex EA

Task 12.8 Public Circulation

Once the draft complex EA has been approved by both the PDT and Caltrans, it will be circulated for public review for a period of 30 days. Caltrans will circulate the draft complex EA to other public agencies for comments. A NOA and copies of the draft complex EA will be sent to all cooperating and participating agencies. Copies will also be sent to any groups or individuals who have requested the document. The NOA and the draft complex EA will be submitted to the State Clearinghouse, Governor's Office of Planning and Research (OPR) along

with a Notice of Completion (NOC) and OPR Summary Form via CEQA Submit. The PDT will place a notice in the newspaper(s) advising the public of the availability of the complex EA and where information concerning the action may be obtained. Newspaper posting fees are not included in the CONSULTANT fee at this time. The notice invites comments from all interested parties. Comments must be submitted in writing within 30 days of the publication unless Caltrans determines otherwise. The complex EA has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the complex EA. CONSULTANT will coordinate the preparation of the distribution list with the PDT and Caltrans.

Deliverables: Notice of Completion and Notice of Availability

Task 12.9 Response to Public Comments

At the close of the public review period for the complex EA, CONSULTANT will meet with PDT and Caltrans staff to review any comments on the environmental document that were received, and to discuss potential responses to these comments.

CONSULTANT will then formulate responses to the comments on the environmental document. Once draft responses to comments are completed, they will be submitted to the agencies' staff for review and comment. The agencies' comments will be incorporated into the response to comments document, which will be submitted to Caltrans as an appendix in the environmental document.

Deliverables: Response to Public Comments

Task 12.10 Final NEPA Complex EA/ Finding of No Significant Impact (FONSI)

Following public review of the draft complex EA, a final complex EA will be prepared by the CONSULTANT. The most likely outcome is the preparation of a FONSI under NEPA. Prior to action on the complex EA, CONSULTANT will assist the PDT and Caltrans to prepare appropriate findings and the Administrative Record.

This task includes reviews and revisions by the PDT, Caltrans District 3, Caltrans Headquarters, and Caltrans legal.

CONSULTANT will prepare a FONSI to document the reasons for deciding that the project will not have a significant effect on the environment. The statement will be based on substantial evidence in the record. CONSULTANT will work with the PDT's and Caltrans' legal counsel in preparing the findings and finding of no significant impact.

Deliverables: Final NEPA Complex EA and FONSI

Task 13 Engineering Studies

Task 13.1 Transportation Analysis Report

Task 13.1.1 Data Collection

The study area for the East Wheatland Expressway includes the following study intersections.

1. 1st Street/SR 65
2. Main Street/SR 65
3. Main Street/State Street
4. Main Street/Olive Street/Spenceville Road
5. McCurry Street/Spenceville Road

6. Spenceville Road/Jasper Lane
7. State Street/SR 65
8. Riosa Road/Dowd Road
9. Riosa Road/SR 65

CONSULTANT will collect two days of two-hour AM and PM peak period turning movement traffic counts at the study intersections. The traffic counts will include trucks, bicycles, and pedestrians. The counts will be collected on midweek days (Tuesday, Wednesday, or Thursday) with good weather while schools are in session. CONSULTANT will observe daily train crossings (including blocking delay) at Main Street for the same two days.

CONSULTANT will conduct field observations at the study locations to confirm lane configurations, pedestrian, and bicycle facilities, posted speeds, etc. and to observe AM and PM peak hour conditions. CONSULTANT will conduct peak hour travel time measurements on SR 65 between Riosa Road in Sheridan and Evergreen Drive in Wheatland to determine back of queue during congested conditions. We will obtain collision data for SR 65 in the study area from Caltrans for the most recent five-year period.

Task 13.1.2 Existing Conditions Analysis

Traffic operations at the study intersections and freeway segments will be analyzed consistent with the methodology published in the Highway Capacity Manual (Transportation Research Board, 2022). The Synchro/SimTraffic traffic analysis software will be applied to determine intersection operations using microsimulation of vehicles at the study intersections. Traffic simulation analysis provides detailed results for intersection queuing and can show the effect of train crossings on intersection operations.

At study intersections, the AM and PM peak hour delay, level of service, and queue length will be reported for each movement. For the two-lane highway segment on SR 65 between Riosa Road in Sheridan and State Street in Wheatland, the AM and PM peak hour percent followers and level of service will be reported.

CONSULTANT will prepare a draft technical memorandum that describes the data collection, analysis methodology, and existing conditions analysis. We will respond to one set of comments and prepare a final memorandum.

Task 13.1.3 Travel Demand Forecasts

CONSULTANT will use the Yuba County travel demand model to develop traffic volume forecasts for the study intersections. We will work with county staff to determine the appropriate version to use. We will review the model to confirm the appropriate roadway network and land use assumptions in the project area. This includes extending the model to cover the study area in Placer County along Riosa Road.

For the cumulative conditions model, we will ensure that the reasonably foreseeable roadway and development projects are included. We will prepare opening year and design year forecasts for the no build and up to two build alternative scenarios. Daily, AM peak hour, and PM peak hour forecasts will be prepared for intersections and freeway/highway segments in the study area.

From the travel demand model, we will prepare vehicle miles of travel (VMT) estimates for the project alternatives. The framework for transportation analysis for state highway projects is evolving rapidly. CONSULTANT' other projects on the state highway system are grappling with

several changes to this framework, including the analysis of induced travel in response to changes to CEQA that are the outcome of SB 743. Based on current (2022) guidance, we will prepare induced travel estimates and recommend measures to mitigate VMT increases.

CONSULTANT will prepare a draft technical memorandum that describes the forecast methodology, forecast volumes, and VMT and other performance measures. We will respond to one set of comments and prepare a final memorandum.

Task 13.1.4 Future Conditions Analysis

Using the traffic forecasts, CONSULTANT will analyze intersection and highway operations for the AM and PM peak hours under opening and design year conditions. The no build alternative and up to two build alternatives will be analyzed.

For the build alternatives, the proposed new intersections along Riosa Road or Spenceville Road at the ends of the East Wheatland Expressway will be included as study intersections. At intersections, the AM and PM peak hour delay, level of service, and queue length will be reported for each movement. For study two-lane highway segments, the AM and PM peak hour percent followers and level of service will be reported.

In addition to the traffic operations analysis, CONSULTANT will conduct a safety assessment of the build alternatives and discuss the potential impact to pedestrian, bicycle, transit, and rail networks. We will prepare the traffic index for pavement design.

Task 13.1.5 Transportation Analysis Report

CONSULTANT will prepare a draft Transportation Analysis Report (TAR) that documents the data collection, existing conditions analysis, travel demand forecasts, and future conditions analysis. The report will provide tables that summarize the analysis findings and figures to show traffic volumes.

Deliverables: Methodology Memorandum; Existing Conditions Memorandum; Traffic Operations Analysis Report

Task 13.2 Preliminary Drainage Report

CONSULTANT will conduct a preliminary drainage investigation to determine the existing drainage patterns and storm drain facilities in the project area, including existing channels/ditches, pipe/culvert locations, sizes, local rainfall intensities, and flows. This information will be obtained through a combination of field reconnaissance, City/County/Caltrans staff, as-built records and the as-built files provided by Caltrans. After reviewing the existing drainage conditions, on- and off-site hydrologic and hydraulic analyses will be conducted for the existing and post-project condition, emphasizing the primary objective of maintaining existing flow patterns and runoff amounts.

The on-site analyses will include identifying where new facilities are needed and where existing facilities can be reused, developing drainage boundaries for the areas within the project limits, developing flows for each facility based on Caltrans hydrology standards, and identifying where new/retrofitted storm drain facilities are needed. A comparison of existing versus proposed peak flows will also be performed and will become the basis of the retention design.

A Draft Preliminary Drainage Report for the project will be prepared to document the hydrologic and hydraulic analysis and will provide a detailed discussion of the following: existing

conditions and facilities in the project area, the on-site hydrologic analyses, existing and post-project drainage patterns, flood conditions, results of the on-site hydraulic analyses (including basin sizing) and any issues of special concern or significance.

Deliverables: Preliminary Drainage Report

Task 13.3 Location Hydraulic Study

CONSULTANT will review the available data such as previous studies, relevant data, FEMA Flood Insurance Study and Flood Insurance Rate Maps, and relevant hydraulic data from the Bear River Levee Improvement Projects. CONSULTANT will conduct a field reconnaissance to assess existing hydraulic conditions in the vicinity of the proposed crossing and identify potential hydraulic-related design issues.

The efforts for the Bridge Location Hydraulic Study (LHS) will include floodplain risk assessment and preparation of the Bridge Location Hydraulic Study Report as part of the environmental studies. For this task, CONSULTANT will:

- Update the existing Bear River hydraulic model with new surveyed channel cross-sections
- Perform a floodplain risk assessment to evaluate the potential impacts from the proposed project to the floodplain development and habitat values
- Recommend potential measures to mitigate the floodplain impacts
- Prepare a Bridge Location Hydraulic Study Report to summarize the floodplain impacts and recommendations on potential mitigation measures
- In addition to the basic LHS services above, the team will also:
- Perform preliminary scour calculations for the proposed bridge design
- Address design needs and comments from the Central Valley Flood Protection Board (CVFPB)

Deliverables: Location Hydraulic Study

Task 13.4 Life Cycle Cost Analysis

CONSULTANT will update the Life Cycle Cost Analysis (LCCA) for roadway improvements using the most recent Caltrans RealCost program (currently Version 2.5.4CA). The LCCA will identify the lowest cost pavement alternative for the roadway improvements among different pavement types, design periods with relevant costs which include initial construction, future maintenance and rehabilitation, and user costs (public's time and vehicle costs). The results of the LCCA will be documented on Caltrans' Life Cycle Cost Analysis Form.

Deliverables: Life Cycle Cost Analysis

Task 13.5 Design Support for Environmental

CONSULTANT will support the environmental process by providing engineering data and graphics to the environmental team, reviewing submittals for consistency with the design, and reviewing mitigation measures to ensure that they are reasonable and can be implemented.

Deliverables: Engineering Data and Graphics to Support Environmental Documentation

Task 13.6 Preliminary Geotechnical Design and Materials Report

CONSULTANT will review readily available geotechnical information and published geologic mapping, obtain bulk near-surface soil samples by hand-excavation at several locations along the proposed roadway alignments, perform laboratory testing on the bulk samples to evaluate preliminary project pavement support characteristics, perform preliminary engineering analyses, and develop preliminary geotechnical design recommendations for the proposed project

elements. Specifics of our engineering analysis will depend on forthcoming project design details and available geotechnical information.

CONSULTANT will prepare a Preliminary Geotechnical Design and Materials Report (PGDMR) to include (but not be limited to) the following:

- Scope of work summary and project description.
- Site Plan showing near-surface soil sample locations.
- Results of laboratory testing.
- Site geology and anticipated subsurface conditions.
- Preliminary seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
- Preliminary geologic hazard evaluation (liquefaction, lateral spreading, etc.) based on existing geotechnical data.
- Preliminary geotechnical design recommendations for Caltrans Standard retaining walls/sound walls, including recommended foundation type(s) and associated design parameters.
- Preliminary approach embankment material and earthwork recommendations.
- Preliminary pavement structural section recommendations based on Traffic Indices provided by the design engineer.
- Geotechnical investigation recommendations for design-level Geotechnical Design and Materials Report (GDMR) analysis and final project recommendations.

Deliverables: Preliminary Geotechnical Design and Materials Report

Task 13.7 Preliminary Bridge Foundation Report

CONSULTANT will review readily available geotechnical information and published geologic mapping, obtain bulk near-surface soil samples by hand-excavation at several locations along the proposed roadway alignments, perform laboratory testing on the bulk samples to evaluate preliminary project soil corrosion potential, perform preliminary engineering analyses, and develop preliminary geotechnical design recommendations for the proposed project elements. Specifics of our engineering analysis will depend on forthcoming project design details and available geotechnical information.

CONSULTANT will prepare up to four (4) PFRs to include (but not be limited to) the following:

- Scope of work summary and project description.
- Site Plan showing near-surface soil sample locations.
- Results of laboratory testing.
- Site geology and anticipated subsurface conditions.
- Preliminary seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
- Preliminary geologic hazard evaluation (liquefaction, lateral spreading, etc.).
- Preliminary geotechnical design recommendations for structure foundations, including recommended foundation type(s).
- Geotechnical investigation recommendations for design-level FR analysis and final project recommendations.

Deliverables: Preliminary Foundation Report

Task 13.8 Phase I Environmental Site Assessment (ESA)

CONSULTANT proposes to perform research to estimate the existing potential for impacts to the project Site (i.e., levels of hazardous materials/wastes warranting regulatory cleanup action) from the presence of hazardous materials/wastes on, or within, the vicinity of the Site. For the purposes of this Phase I ESA, the “vicinity” of the Site is defined as properties located within ¼-mile of the Site. The guidelines used for the definition of hazardous materials/wastes are

presented in the California Code of Regulations, Title 22. The Phase I ESA will be performed in general accordance with American Society for Testing and Materials (ASTM) Designation E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

The scope of services for the Phase I ESA is presented as follows.

- Perform a reconnaissance of the Site to assess conditions for the presence, or make visual observations of indicators of the potential existing presence, of hazardous materials, hazardous wastes, or soil and/or groundwater impacts on the Site. These indicators include, but are not limited to, 55-gallon drums, USTs and aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain polychlorinated biphenyls (PCBs), and areas conspicuously absent of vegetation. Dokken will provide Geocon with a site plan clearly depicting the site boundaries. Dokken will obtain permission to enter the Site. If access is unavailable to any portions of the Site, our ability to complete the assessment described herein may be hindered. Provisions for a survey of wetlands delineation, asbestos, lead-based paint, lead in drinking water, radon gas, and methane gas are not provided in this scope of services.
- Perform a visual survey of the adjacent properties from the Site and from public thoroughfares to observe general types of land use surrounding the Site.
- Review the Standard Environmental Records Sources: Federal and State referenced in American Society for Testing and Materials (ASTM) Designation E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process to obtain information regarding the potential presence of hazardous materials/wastes on the Site or on properties located within the approximate minimum search distance specified for each source.
- Review reasonably ascertainable regulatory agency files the Site and/or properties in the vicinity of the Site whose environmental conditions might potentially impact the Site. The sources for these files may include the Placer and Yuba County Environmental Health Departments and the Regional Water Quality Control Board.
- Review pertinent and reasonably ascertainable information sources to evaluate physiographic, geologic, and hydrogeologic conditions in the vicinity of the Site.
- Review and interpret reasonably ascertainable historical aerial photographs to obtain information concerning the historical use of the Site and adjacent properties.
- Review United States Geological Survey (USGS) topographic maps to obtain information relative to the topography of the Site, as well as previous development and uses of the Site and properties located in the vicinity of the Site.
- Review documents provided by Client at Client's discretion. Potentially useful documents may include geotechnical, geologic, and environmental reports, Site plans, plot plans, and correspondence with regulatory agencies.
- Conduct interviews by telephone or in writing with present and past tenants/owners of the Site to evaluate activities conducted at the Site with regard to the use, generation, storage, or disposal of hazardous materials/wastes onsite.

- Prepare a report summarizing the findings of the Phase I ESA which will qualitatively describe the potential for environmental impairment of the Site. If necessary, the report will also provide recommendations for additional environmental services.

Deliverables: Phase I Environmental Site Assessment

Task 13.9 Phase II Environmental Site Assessment (ESA) (costs not included)

Caltrans will most likely require Phase II ESA testing prior to granting NEPA clearance. The team is aware of potential aerially deposited lead in the project vicinity and testing for that is included. It is currently unknown what other environmental issues may arise until the Phase I assessment is complete. CONSULTANT proposes to scope the Phase II ESA tasks except for ADL, once the Phase I assessment is complete. Only costs for the ADL testing is included at this time.

Aerially Deposited Lead Survey

- Advance ten soil borings along the existing roadway shoulders of Old Highway 65 (eight borings), Riosa Road (one boring), and Camp Beale Highway/Jasper Lane (one boring) using hand-auger sampling equipment. Collect soil samples from the roadway shoulders at depth intervals of 0 to 1 and 1 to 2 feet from each boring. Collect soil samples from the hand auger and transfer the samples to Ziploc® re-sealable plastic bags. Field homogenize the soil samples.
- Label each sample and place it in an ice chest to be delivered to the analytical laboratory under standard chain-of-custody documentation. Backfill the borings with the excavated soil materials. Note general soil types encountered in the borings on the daily field log.
- Perform quality assurance/quality control procedures during the field exploration activities. These procedures include decontamination of sampling equipment before each sample is collected, and providing chain-of-custody documentation for each soil sample submitted to the laboratory. Decontaminate the soil sampling equipment between each sample by washing the equipment with an Alconox® solution followed by a double rinse with deionized water. Discharge the rinse water to ground surface areas within the right-of-way which do not slope to drainage inlets or surface water bodies.
- Analyze each soil sample from the existing roadway shoulders for total lead following EPA Test Method 6010B (20 samples).
- Analyze samples with total lead concentrations between 50 and 1,000 milligrams per kilogram (mg/kg) for soluble lead using the WET method, EPA Test Method 7000, where necessary (assume eight samples).
- Analyze soil samples with total lead concentrations greater than 1,000 mg/kg for TCLP soluble lead, where necessary (assume two samples).
- Prepare a report to present our findings and conclusions. The report will include the following:
 - Introduction/project description
 - Vicinity Map and Site Plan showing boring locations
 - Investigative methods

- Investigative results and field observations
- Statistical analysis of the data
- Conclusions and recommendations

Deliverables: ADL Investigations and Report

Task 13.10 Utility Coordination

CONSULTANT will update the preliminary utility investigation performed during the PSR to clarify any conflicts or proposed relocations associated with the alternative(s) being considered in PA&ED. If the information obtained with the Utility A Letter requests does not adequately cover the preferred alternative facilities, a supplemental request will be submitted to the utility companies to obtain necessary detail. The utility base map will be updated as well as the utility portion of the Right of Way Data Sheets.

Deliverables: Updated Utility Information and Updated A Letters as appropriate

Task 13.11 Value Analysis

CONSULTANT will conduct a Value Analysis (VA) Study based on the guidance in Chapter 19 of the PDPM, and as detailed in the Caltrans VA Team Guide and Report Guide. The VA Study will be conducted over the course of a 5-day period. Tasks will include: provide a qualified, independent Certified Value Specialist (CVS) team leader to lead the VA Study in accordance with Caltrans Value methodology; provide VA study documentation in accordance with the Caltrans VA Report Guide; ensure that applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed and distributed; facilitate VA team meetings. The VA team leader will be responsible for leading the study meetings; developing the draft VA study charter; completing the Preliminary VA Report with input/review of team and technical reviewers; submitting Preliminary VA Report; coordinate responses to preliminary VA Report and prepare for an implementation meeting to resolve the disposition of the VA alternatives; finalize the VA Study Report; submitting the final VA Report; scheduling an implementation meeting.

CONSULTANT will provide personnel to assist the VA Study team during the study. The County may provide an expert reviewer representing the County for the 5-day VA Study.

Deliverables: Value Analysis Study

Task 14 Community and Stakeholder Outreach

Task 14.1 Stakeholder Database and Ongoing Communications

CONSULTANT will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest.

CONSULTANT will document and respond to all electronic inquiries received through email, social media channels. CONSULTANT will work with the Yuba County and the project team to provide consistent and accurate messaging. A monthly log of inquiries and responses will be provided to the County.

Deliverables: Stakeholder Database; Inquires Log

Task 14.2 Community Workshops (3)

CONSULTANT will be responsible for hosting and facilitating three community workshops. Two workshops would be held in the alternative selection phase, with one held to target input from the Sheridan/North Placer area and a second to target input from the Wheatland area. The final workshop would be held to present the draft report.

Responsibilities will include logistics, facilitation, and documentation of community input. CONSULTANT will work with the project team to develop facilitation plans/agendas, engagement activities and handouts and/or exhibits necessary to conduct the workshops. All documentation of the workshops including keeping an accurate sign-in sheet, taking notes, and preparing meeting summaries for review and approval shall also be the responsibility of CONSULTANT. If it becomes necessary CONSULTANT can host any or all of these workshops virtually.

Notifications for Community Workshops (3): CONSULTANT will coordinate with the project team to ensure that each workshop is well advertised. In addition, CONSULTANT will work with the existing communication channels to disseminate project information and ensure that the community is informed throughout the project's duration. CONSULTANT will provide content for posting to the project webpage, calendar, and social media channels.

Deliverables: Handouts; Presentation Materials; Notifications

Task 14.4 Communication Collateral

CONSULTANT will develop outreach materials to inform the community about the project's environmental process. These materials can include and will include an updated project info/fact sheet as well as other items promoting the workshop and engagement activities (social media images, flyers). McAdam will assist the team to translate technical information into formats and descriptions that are more easily understandable to the general public. A template for each collateral item will be developed consistently that is easily updated and sent or distributed through electronic means.

Deliverables: Communication Collateral

Task 15 Funding Strategy and Grant Support (no cost provided)

Scope and budget for funding, funding outreach meetings, and grants has been included in Task 7 of PSR-PDS, see Tasks 7.1 and 7.2. This Task 15 would be a continuation of that work. The scope and budget for this task will depend on if the Task 7 budget has funds remaining or has been expended on funding and grant support during the PSR-PDS.

Task 16 Project Report

Task 16.1 Geometric Concept Drawing

CONSULTANT will utilize the geometrics for the preferred alternative, and as-built information and records to identify all non-standard features of the existing facility and proposed project improvements for the interim project. As-built information and records will be obtained from Caltrans as part of this task. CONSULTANT will prepare a Draft GCD at 1" = 100' scale for up the preferred alternative utilizing existing available right of way information and topographic mapping. The GCD will include layouts, profiles, super-elevations, typical sections and traffic volume turning diagrams.

Deliverables: Geometric Concept Drawing

Task 16.2 Design Standard Decision Documents

CONSULTANT will evaluate the project for any non-standard features that are identified in the Caltrans Design Information Bulletin (DIB) 78. The DIB 78 will be used in conjunction with the Caltrans Highway Design Manual and compared to boldface and underlined standards. CONSULTANT will prepare Design Standard Decision Documents (DSDD) for any non-standard feature.

The DSDD will be prepared in accordance with Chapter 21 of the Project Development Procedures Manual, "Design Standard Decisions."

Deliverables: Design Standard Decision Documents

Task 16.3 Location Map, Layouts, Profiles and Typical Sections (30% Plans)

CONSULTANT will prepare the necessary attachments for the Project Report, including a Location Map, Layouts, Profiles, and Typical sections. CONSULTANT will utilize the GCD developed to prepare 11" x 17" plan sheets of project layout, profiles, and typical sections. CONSULTANT will submit the Design A submittal to UPRR as part of the 30% plans.

Deliverables: Location Map, Layouts, Profiles, Typical Sections

Task 16.4 Storm Water Data Report

Compliance with Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Permit will be documented in the Storm Water Data Report (SWDR). The SWDR will be prepared to ensure that the programmed project includes sufficient right-of-way and budget for the required storm water controls.

CONSULTANT will develop a long-form PA&ED-level SWDR in accordance with the latest Caltrans Project Planning and Design Guide. The document will include:

- A description of the project and the major engineering features.
- A preliminary estimate of the Total Disturbed Soil Area (DSA), New Impervious Surface (NIS) Area, and Post Construction Treatment (PCT) Area.
- A determination of Risk Level and requirement for Treatment BMPs.
- A discussion of the stormwater quality issues specific to this project.
- A description of the probable design pollution prevention BMPs.
- A description of the probable permanent treatment BMPs, if required.
- A description of the probable maintenance and construction site BMPs.
- SWDR Summary Spreadsheets
- Maps and exhibits

CONSULTANT will work with the Caltrans District Storm Water Coordinator to circulate the draft document through the Maintenance, Landscape, and Storm Water units during review of the draft PR.

Deliverables: Storm Water Data Report (PA&ED Level)

Task 16.5 Traffic Management Plan Checklist

CONSULTANT will develop a conceptual plan for traffic handling to ensure that traffic operations are not adversely impacted at the project site including any California Highway Patrol (CHP) enforcement areas, and other systems related equipment.

CONSULTANT will develop the Transportation Management Plan (TMP) Checklists to reflect the approved design elements and construction activities. The TMP Checklists will discuss the project's staging activities, traffic handling concepts and other impacts to the public.

CONSULTANT will submit the TMP Checklists to Caltrans for approval. CONSULTANT will coordinate comments and input from Caltrans and the County to ensure the TMP covers the combined traffic impacts and plans to mitigate those impacts.

Deliverables: Traffic Management Plan Checklist

Task 16.6 Cost Estimates

CONSULTANT will prepare the Caltrans standard '11-page' format cost estimate for improvements of the project. CONSULTANT will include information on pavement structural section, drainage, retaining walls, erosion control and water pollution control BMPs, traffic signals, signage, traffic management plan, structures, and right of way costs in the estimate.

Deliverables: Caltrans 11 Page Estimate

Task 16.7 Risk Register

CONSULTANT will prepare a risk register for the project in Caltrans format. The risk register will identify the project risk, risk rating and mitigation. The Risk Register will function as a living document and will be updated throughout the Project Report phase as risks change.

Deliverables: Risk Register

Task 16.8 Right of Way Data Sheet/Utility Information Sheet

CONSULTANT will prepare the Right of Way Data Sheets for the project. CONSULTANT will prepare the Right of Way Utility Estimate Worksheet and Utility Information Sheets to support the Right of Way Data Sheets.

Deliverables: Right of Way Data Sheet; Utility Information Sheet

Task 16.9 Structure Type Selection

CONSULTANT will revise and update Advanced Planning Studies for the recommended bridge type for each of the four bridges. The Bridge General Plans will show the plan, profile and typical section views. Denoted on these views will be column sizes, foundation types, barrier types, lighting, aesthetic treatments, slope protections, lane/shoulder widths and utility locations on the bridge

CONSULTANT will prepare a Type Selection Report for SYTIA and Caltrans approval, documenting the recommended bridge type. The Type Selection Report will follow Caltrans procedures outlined in Structure Technical Policy 1.4, "Structure Type Selection", Memo to Designers 1-29, "Structure Type Selection", and OSFP Information and Procedures Guide, Section 4-2 "Structure Type Selection." The Report will include discussions of the following: bridge types considered, site geometric and hydraulic constraints, site geotechnical data, costs of considered alternatives, environmental impacts, community concerns, construction duration, accelerated bridge construction potential, bridge aesthetic treatment, lighting, staging considerations and maintenance requirements.

A meeting to discuss and confirm the selected bridge type and functional/aesthetic features will be scheduled at Caltrans Structures prior to the start of detailed design. Meeting minutes will be developed and the Final Bridge Type Selection Report will be submitted to Caltrans.

Deliverables: Type Selection Report and Type Selection Meeting at Caltrans Structures (Sacramento)

Task 16.10 Draft Project Report

CONSULTANT will prepare the Draft Project Report for the project in accordance with Caltrans "Preparation Guidelines for Project Report." The document will discuss the proposed project, purpose and need, and provide an overview of impacts including environmental impacts and potential right of way impacts.

This task includes the preparation of a draft and final report for the DPR with a recommendation for circulation of the Environmental Document. The draft will be submitted to Caltrans and the County for review and comment. CONSULTANT will address the comments and produce the final DPR for approval and circulation with the Draft Environmental Document.

Deliverables: Draft Project Report

Task 16.11 Project Report

After circulation of the DPR, CONSULTANT will prepare a draft and final Project Report with the recommendation of approval of the project. The draft will be submitted to Caltrans and the County for review and comment. CONSULTANT will address the comments and produce the final Project Report.

Deliverables: Project Report

Task 16.12 Environmental Permitting for Borings (costs not included)

Geotechnical investigations will require permitting to access and encroach into the Bear River floodway. Due to the lead time required for obtaining geotechnical permits, CONSULTANT proposes to prepare them in advance of PS&E because it often is the controlling schedule item for the design phase of the project. Obtaining permission for the borings (and even considering performing the borings) prior to PS&E can be a huge schedule accelerator.

A 1602 streambed alteration agreement from CDFW may be required for geotechnical work within the Bear River due to the riparian vegetation that could be removed for access or drilling. CONSULTANT will prepare a 1602 streambed alteration agreement application. The CEQA EIR approved for the project will be used to support the applications.

Within the project area, levee systems RD 1001 and RD 2103 create the Bear River Floodway which is controlled by the Central Valley Flood Protection Board (CVFPB). For access to the floodway to conduct geotechnical investigations, an encroachment permit would be required. CONSULTANT will prepare the encroachment permit application and coordinate with the CVFPB to obtain the final permit authorizing geotechnical investigations.

As part of the encroachment permit process for drilling through the existing levees, the CVFPB and the CONSULTANT will need to coordinate with the US Army Corps of Engineers (USACE) to obtain a 408 permit. USACE requires permitting when working or encroaching onto a USACE jurisdictional facility, which includes federal levee systems RD 1001 and RD 2103. CONSULTANT will prepare and submit a Section 408 Permit Application to CVFPB who will forward to USACE.

The USACE 408 permit will utilize the NEPA environmental analysis and documentation to support the permit application process. It is anticipated USACE will prepare a NEPA Categorical Exclusion utilizing the NEPA technical studies previously prepared during the PA&ED phase of the project.


Since the County's interest in doing these permits in PA/ED are unknown and the boring locations are unknown, the CONSULTANT fees and permit application fees are not included.

Deliverables: Section 1602 LSAA, CVFPB Encroachment Permit, and UACE Section 408 Permit

End of PA&ED Scope of Services

COUNTY OF YUBA
Dokken Engineering – East Wheatland Expressway Project
Exhibit 2 PSR-PDS Cost

**PSR-PDS COST PROPOSAL - SYTIA - EAST
WHEATLAND EXPRESSWAY**

 DOKKEN ENGINEERING	DOKKEN ENGINEERING	FEHR & PEERS	AIM CONSULTING		
TASK DESCRIPTION	TOTAL COST	TOTAL COST	TOTAL COST	OTHER DIRECT COSTS	GRAND TOTAL COSTS
TASK 1 - PROJECT MANAGEMENT	\$57,400				\$57,400
Task 1.1 Project Meetings	\$31,340				\$31,340
Task 1.2 Progress Reports	\$9,080				\$9,080
Task 1.3 Progress Schedule	\$3,480				\$3,480
Task 1.4 Project Administration	\$4,080				\$4,080
Task 1.5 Quality Control	\$9,420				\$9,420
TASK 2 - PROJECT SCOPING	\$36,520				\$36,520
Task 2.1 Data Collection and Review	\$5,970				\$5,970
Task 2.2 Purpose and Need Development	\$12,100				\$12,100
Task 2.3 Field Review	\$8,660				\$8,660
Task 2.4 Define Project Study Area	\$9,790				\$9,790
TASK 3 - ENVIRONMENTAL DOCUMENTATION	\$57,320			\$4,000	\$57,320
Task 3.1 Hazardous Waste Initial Site Assessment (ISA) Checklist	\$4,240				\$4,240
Task 3.2 Environmental Constraints Analysis	\$35,560			\$4,000	\$35,560
Task 3.3 Preliminary Environmental Analysis Report	\$17,520				\$17,520
TASK 4 - ALTERNATIVES ANALYSIS	\$56,870				\$104,830
Task 4.1 Preliminary Topographic Surveys	\$3,060				\$51,020
Task 4.2 Evaluation Criteria and Matrix	\$4,920				\$4,920
Task 4.3 Refined Conceptual Alternatives	\$34,700				\$34,700
Task 4.4 Cost Estimate	\$9,440				\$9,440
Task 4.5 Schedule PA&ED, PS&E, and ROW	\$4,750				\$4,750
TASK 5 - ENGINEERING STUDIES	\$79,060	\$32,334		\$1,244	\$111,394
Task 5.1 Storm Water Data Report	\$17,520				\$17,520
Task 5.2 Preliminary Hydraulic Memo	\$20,540				\$20,540
Task 5.3 Traffic Engineering Performance Assessment	\$3,800	\$32,334		\$1,244	\$36,134
Task 5.4 Pavement Life Cycle Cost Analysis	\$3,200				\$3,200
Task 5.5 Survey Needs Questionnaire	\$1,760				\$1,760
Task 5.6 Preliminary Utility Investigation	\$2,340				\$2,340
Task 5.7 Bridge Advance Planning Studies	\$29,900				\$29,900
TASK 6 - COMMUNITY AND STAKEHOLDER OUTREACH	\$20,410		\$36,233	\$1,400	\$56,643
Task 6.1 Stakeholder Focus Group Meetings	\$5,730		\$2,507	\$150	\$8,237
Task 6.2 Community Workshops (2)	\$11,720		\$22,237	\$550	\$33,957
Task 6.3 Stakeholder Database and Ongoing Communication	\$880		\$6,339		\$7,219
Task 6.4 Outreach Updates via Fact Sheets and Electronic Media	\$2,080		\$5,150	\$700	\$7,230
TASK 7 - FUNDING STRATEGY AND GRANT SUPPORT	\$51,840		\$19,839		\$71,679
Task 7.1 Funding Strategy and Outreach	\$10,800		\$12,639		\$23,439
Task 7.2 Grant Application	\$41,040		\$7,199		\$48,239
TASK 8 - PROJECT STUDY REPORT - PROJECT DEVELOPMENT SUPPORT	\$78,940				\$78,940
Task 8.1 Transportation Planning Scoping Information Sheet	\$11,410				\$11,410
Task 8.2 Right of Way/Utilities Conceptual Cost Estimate	\$13,630				\$13,630
Task 8.3 Risk Register	\$6,130				\$6,130
Task 8.4 Design Scoping Index	\$2,920				\$2,920
Task 8.5 Draft PSR-PDS	\$28,660				\$28,660
Task 8.6 Final PSR-PDS	\$16,190				\$16,190
TOTAL COST	\$438,360	\$32,334	\$56,072	\$6,644	\$574,725

COUNTY OF YUBA
Dokken Engineering – East Wheatland Expressway Project
Exhibit 3 PA&ED Cost



PA&ED COST PROPOSAL - SYTIA - EAST WHEATLAND EXPRESSWAY

TASK DESCRIPTION	DOKKEN ENGINEERING TOTAL COST	FEHR & PEERS TOTAL COST	GEOCON CONSULTANTS, INC. TOTAL COST	AIM CONSULTING TOTAL COST	UNICO ENGINEERING TOTAL COST	ESA TOTAL COST	OTHER DIRECT COSTS	GRAND TOTAL COSTS
TASK 9 - PROJECT MANAGEMENT	\$203,940							\$203,940
Task 9.1 Project Meetings	\$106,900							\$106,900
Task 9.2 Progress Reports	\$36,120							\$36,120
Task 9.3 Progress Schedule	\$8,600							\$8,600
Task 9.4 Project Administration	\$8,480							\$8,480
Task 9.5 Quality Control	\$43,840							\$43,840
TASK 10 - SURVEYS AND RIGHT OF WAY MAPPING	\$5,280				\$27,405			\$32,685
Task 10.1 Land Surveying	\$2,640				\$13,703			\$16,343
Task 10.2 Preliminary Boundary and Right of Way Surveys	\$2,640				\$13,703			\$16,343
TASK 11 - ENVIRONMENTAL TECHNICAL STUDIES	\$545,110					\$20,890	\$36,050	\$566,000
Task 11.1 Natural Environmental Study	\$46,250							\$46,250
Task 11.1.1 Aquatic Resources Delineation Report	\$29,260							\$29,260
Task 11.2 Biological Assessment for USFWS	\$24,965							\$24,965
Task 11.3 Biological Assessment for NMFS	\$27,780							\$27,780
Task 11.4 Historic Property Survey Report/Archeological Survey Report	\$57,620							\$57,620
Task 11.4.1 Native American Consultation	\$18,500						\$3,000	\$18,500
Task 11.4.2 Extended Phase I (cost not included)								
Task 11.5 Historic Resources Evaluation Report (HRER) Finding of Effect (FOE)	\$7,160					\$20,890	\$50	\$28,050
Task 11.6 Noise Study Report	\$50,960							\$50,960
Task 11.7 Noise Abatement Decision Report	\$19,555							\$19,555
Task 11.8 Air Quality Report	\$34,330							\$34,330
Task 11.9 Air Quality Conformity Analysis	\$13,060							\$13,060
Task 11.10 Community Impact Assessment & Relocation Impact Statement	\$53,470							\$53,470
Task 11.11 Visual Impact Assessment	\$77,280						\$33,000	\$77,280
Task 11.12 Water Quality Assessment Report	\$25,180							\$25,180
Task 11.13 Farmlands Impact Study	\$25,930							\$25,930
Task 11.14 Section 4(f) De Minimis Memo	\$13,890							\$13,890
Task 11.15 Cumulative Impact Analysis	\$19,920							\$19,920
TASK 12 - ENVIRONMENTAL DOCUMENT	\$334,895							\$334,895
Task 12.1 Notice of Preparation	\$21,110							\$21,110
Task 12.2 Draft Environmental Impact Report	\$67,705							\$67,705
Task 12.3 Public Circulation	\$14,920							\$14,920
Task 12.3.1 Public Hearing	\$21,080							\$21,080
Task 12.4 Response to Public Comments	\$33,180							\$33,180
Task 12.5 Final Environmental Impact Report	\$25,990							\$25,990
Task 12.6 CEQA Finding of Fact & Statement of Overriding Consideration	\$10,710							\$10,710
Task 12.7 Draft NEPA Complex EA	\$69,880							\$69,880
Task 12.8 Public Circulation	\$11,950							\$11,950
Task 12.9 Response to Public Comments	\$25,680							\$25,680
Task 12.10 Final NEPA Complex EA FONSI	\$32,690							\$32,690
TASK 13 - ENGINEERING STUDIES	\$172,920	\$75,404	\$52,673				\$42,122	\$300,997
Task 13.1 Traffic Operation Analysis Report	\$3,800	\$75,404					\$6,794	\$79,204
Task 13.2 Preliminary Drainage Report	\$42,680							\$42,680
Task 13.3 Location Hydraulic Study	\$21,650							\$21,650
Task 13.4 Life Cycle Cost Analysis	\$4,080							\$4,080
Task 13.5 Design Support for Environmental	\$28,170							\$28,170
Task 13.6 Preliminary Geotechnical Design and Materials Report	\$3,340		\$7,328				\$963	\$10,668
Task 13.7 Preliminary Bridge Foundation Report	\$4,680		\$23,763				\$1,103	\$28,443
Task 13.8 Phase I Environmental Site Assessment	\$4,880		\$11,898				\$988	\$16,688
Task 13.9 Phase II Environmental Site Assessment (ADL Testing)	\$710		\$9,775				\$2,275	\$10,485
Task 13.10 Utility Coordination	\$6,220							\$6,220
Task 13.11 Value Analysis	\$52,710						\$30,000	\$52,710
TASK 14 - COMMUNITY AND STAKEHOLDER OUTREACH	\$21,470			\$37,140			\$1,525	\$58,610
Task 14.1 Community Workshops	\$20,240			\$33,556			\$425	\$53,796
Task 14.4 Communication Collateral	\$1,230			\$3,584			\$1,100	\$4,814
TASK 15 - FUNDING STRATEGY AND GRANT SUPPORT								
Task 15.1 Funding Outreach Meetings (costs not included)								
Task 15.2 Grant Applications (cost not included)								
TASK 16 - PROJECT REPORT	\$382,710							\$382,710
Task 16.1 Geometric Concept Drawing	\$42,550							\$42,550
Task 16.2 Design Standard Decision Documents	\$30,340							\$30,340
Task 16.3 Loc. Map, Layouts, Profiles & Type Sections (30% Plans)	\$45,480							\$45,480
Task 16.4 Storm Water Data Report	\$45,440							\$45,440
Task 16.5 Traffic Management Plan Checklist	\$4,660							\$4,660
Task 16.6 Cost Estimates	\$26,040							\$26,040
Task 16.7 Risk Register	\$5,840							\$5,840
Task 16.8 Right of Way Data Sheet/Utility Information Sheet	\$23,780							\$23,780
Task 16.9 Structure Type Selection (could be moved to PS&E)	\$68,340							\$68,340
Task 16.10 Draft Project Report	\$58,130							\$58,130
Task 16.11 Project Report	\$32,110							\$32,110
Task 16.12 Environ. Permitting for Borings (cost not included)								
TOTAL BASE COST	\$1,606,825	\$75,404	\$52,673	\$37,140	\$27,405	\$20,890	\$79,097	\$1,879,837



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick	
	PHONE (A/C, No. Ext): 510-272-1400 FAX (A/C, No):	
	E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: The Travelers Indemnity Company of Connecticut	25682
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: The Travelers Indemnity Company	25658
	INSURER E: Underwriters at Lloyd's, London	32727
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1672633833**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807K900468	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA2R849198	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	CUP4J802819	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB0N284909	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C E	Professional Liability + Cyber Liability			DPR9986478 ESK0035315470	12/31/2021 12/31/2021	12/31/2022 12/31/2022	\$5,000,000 \$5,000,000 \$1,000,000 per Claim Annual Aggregate Cyber Liability

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella is follow form to Underlying General Liability/Auto Liability/Employer's Liability.
RE: East Wheatland Expressway Project.

The County of Yuba, its officers, officials, employees and volunteers are named as Additional Insured for General and Automobile Liability as required by written contract or agreement. General Liability Insurance is Primary and Non-Contributory and a Severability of Interests Clause applies per policy form. A Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation. Pollution Liability is included in the Professional Liability policy.
DEDUCTIBLES: Professional Liability Deductible: \$100,000 per claim. Other Liability Deductibles: \$0. Professional Liability Retroactive Date: 01/01/1986. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER**CANCELLATION 30 Days Notice of Cancellation**

County of Yuba
Department of Public Works
915 8th Street, Suite 125
Marysville, CA 95901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Angela Berg

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 6807K900468

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- 4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Sale Of Pharmaceuticals
"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
- 5. The following is added to the **DEFINITIONS** Section:
"Incidental medical services" means:
 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
- 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BLANKET ADDITIONAL INSURED B. EMPLOYEE HIRED AUTO C. EMPLOYEES AS INSURED D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS E. TRAILERS – INCREASED LOAD CAPACITY F. HIRED AUTO PHYSICAL DAMAGE G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | <ul style="list-style-type: none"> H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT I. WAIVER OF DEDUCTIBLE – GLASS J. PERSONAL PROPERTY K. AIRBAGS L. AUTO LOAN LEASE GAP M. BLANKET WAIVER OF SUBROGATION |
|---|---|

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

- (5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB0N284909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Angela Borg

Insurance Company
The Travelers Indemnity Company

Countersigned by _____

DATE OF ISSUE: 7/18/2022

Page 1 of 1

The County of Yuba

Community Development & Services Agency

Michael Lee, Director

Phone (530) 749-5430 • Fax (530) 749-5424
915 8th Street, Suite 123
Marysville, California 95901
www.yuba.org



AIRPORT
(530) 749-7800 • Cell (530) 682-1073

BUILDING
(530) 749-5440 • Fax (530) 749-5616

CODE ENFORCEMENT
(530) 749-5455 • Fax (530) 749-5616

ENVIRONMENTAL HEALTH • CUPA
(530) 749-5450 • Fax (530) 749-5454

PLANNING • CDBG
(530) 749-5470 • Fax (530) 749-5616

PUBLIC WORKS • SURVEYOR
(530) 749-5420 • Fax (530) 749-5424

FINANCE AND ADMINISTRATION
(530) 749-5430 • Fax (530) 749-5424

To: South Yuba Transportation Improvement Authority (SYTIA)

From: Daniel Peterson, Director of Public Works

Subject: Approve Professional Services Agreement with Dokken Engineering for State Route 65 / South Beale Road Interchange Project

Date: August 2, 2022

RECOMMENDATION:

It is recommended that the Board approve and authorize Chair to sign a Professional Services Agreement (PSA) with Dokken Engineering related to Engineering Services for the State Route 65 / South Beale Road Interchange Project.

BACKGROUND-DISCUSSION:

The SYTIA Board approved the Comprehensive Implementation Strategy (CIS) Report on August 3, 2021, which report was prepared by Dokken Engineering. One of the top recommended priority projects is the State Route 65 / South Beale Road Interchange with extension to 40 Mile Road.

The existing SR 65/South Beale Road intersection is currently unsignalized and adjacent to an at-grade railroad crossing. This intersection is located on a portion of SR 65 where the facility transitions from a four-lane freeway to the north to a two-lane highway to the south. The proposed project includes a SR 65/South Beale Road interchange, a South Beale Road overcrossing of UPRR to the east of SR 65, and a connection to Forty Mile Road to the west.

The project will improve safety by removing an unsignalized intersection and an at-grade crossing of a well-trafficked freight line. The interchange will also improve access to Beale Air Force Base, as well as access to a voter-approved sports and entertainment zone and the Eston Yumeka Maidu Tribe's Hotel & Gaming facility to the west.

Staff issued a Request for Proposals for Professional Engineering (RFP) services on April 14, 2022 via the OpenGov web based application. The RFP requested that consultants submit a Proposal for engineering services to 1) prepare a Project Study Report-Preliminary Development Study (PSR-PDS), and, 2) provide an optional task for Project Approval and Environmental Document (PA&ED)

August 2, 2022

Item: Approve Engineering Services with Dokken Engineering for the State Route 65 / South Beale Road Interchange Project

services. Proposals were due on May 11, 2022 at which time two proposals were received from the following consultants:

1. Dokken Engineering
2. WHM Corporation

A review team consisting of three staff from Yuba County and City of Wheatland reviewed and ranked the consultant proposals. All consultants were found to be qualified to perform the work and presented well qualified staff and recent project experience of a similar nature. The review team ranked Dokken Engineering highest when compared to the Request for Proposal criteria. Staff is recommending award of a Professional Services Agreement for the PSR-PDS and PA&ED work on the State Route 65 / South Beale Road Interchange Project. Dokken will proceed with the PSD-PDS services upon approval of the PSA. Performance of the PA&ED services are dependent on a future budget allocation.

FISCAL IMPACT:

This contract is not to exceed \$3,214,621, of which \$416,667 is for the PSR-PDS services and \$2,797,954 is for the PA&ED services. The engineering services will be paid using SYTIA Traffic Impact Fees. The cost of the PSR-PDS services is included in the SYTIA annual budget of \$1,200,000 for consulting services. Funding for the PA&ED services will be requested once adequate funding is available.

**AGREEMENT FOR
PROFESSIONAL SERVICES
Engineering Services for Project Study Report
State Route 65 / South Beale Road Interchange Project**

THIS AGREEMENT for professional engineering services for project study report for the **State Route 65 / South Beale Road Interchange Project** ("Agreement") is made as of the Agreement Date set forth below by and between the County of Yuba, a political subdivision of the State of California ("the COUNTY"), and

DOKKEN ENGINEERING
"CONSULTANT"

In consideration of the Services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES

The CONSULTANT shall provide those services described in Attachment "A", Provision A-1. CONSULTANT shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM

Commencement Date: Date of Execution of this Agreement

Termination Date: Date of Execution of this Agreement plus 5 (five) years

The term of this Agreement shall become effective on the date of this Agreement, and shall continue in force and effect for 5 (five) years after the date of this Agreement, unless sooner terminated in accordance with the terms of this Agreement or extended by contract amendment. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by the COUNTY.

Notwithstanding the term set forth above, and unless this contract is terminated by either party prior to its termination date, the term of the Agreement may be automatically extended up to ninety (90) days. Any Notice of Termination during this automatic extension period shall be effective upon a ten (10) day written notice to the other party. The purpose of this automatic extension is to allow for continuation of services, and to allow County time in which to complete a novation or renewal contract for CONSULTANT AND COUNTY approval.

CONSULTANT understands and agrees that there is no representation, implication, or understanding that the services provided by CONSULTANT pursuant to this Agreement will be

purchased by COUNTY under a new agreement following expiration or termination of this Agreement, and CONSULTANT waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from CONSULTANT.

3. PAYMENT

COUNTY shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

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, unless an exception to this requirement is provided in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES

The County's Public Works Director is the representative of the COUNTY and will administer this Agreement for the COUNTY. John A. Klemunes, Jr., President is the authorized representative for CONSULTANT. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A – Scope of Work
- Attachment B – Payment
- Attachment C – Additional Provisions
- Attachment D – General Provisions

Attachment E – Insurance Provisions
Exhibit 1 – Scope of Services
Exhibit 2 – Cost

9. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

The CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by the CONSULTANT to COUNTY.

When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

All subcontracts in excess of \$25,000 shall contain the above provisions.

10. CONSULTANT'S REPORTS OR MEETINGS

CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

11. TERMINATION

Notwithstanding any other provision of this AGREEMENT, COUNTY may, at any time, and without cause, terminate this AGREEMENT in whole or in part, upon not less than ten (10) days written notice to CONSULTANT. Such termination shall be effected by delivery to CONSULTANT of a notice of termination specifying the effective date of the termination and the extent of the work to be terminated. CONSULTANT shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by COUNTY. COUNTY shall pay CONSULTANT for the work completed prior to the effective date of the termination, and such payment shall be CONSULTANT's sole remedy under this AGREEMENT. Under no circumstances will CONSULTANT be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this paragraph. CONSULTANT shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____, 20____.

"COUNTY"
COUNTY OF YUBA

"CONSULTANT"

Board Chair
Board of Supervisors

John A. Klemunes, Jr., President
Dokken Engineering

INSURANCE PROVISIONS APPROVED

Jill Abel,
Risk Manager

APPROVED AS TO FORM:
COUNTY COUNSEL

For Michael J. Ciccozzi,
County Counsel

COUNTY OF YUBA

Dokken Engineering – State Route 65 / South Beale Road Interchange Project

ATTACHMENT A

SCOPE OF WORK

A.1 SCOPE OF SERVICES AND DUTIES

The services to be provided by CONSULTANT and the scope of CONSULTANT's duties are to provide for professional engineering services for project study report for State Route 65 / South Beale Road Interchange Project and as included on the attached exhibit labeled as Exhibit 1 – Scope of Services and Exhibit 2 – Cost.

A.2. TIME SERVICES RENDERED

The services will be provided on such dates and at such times as specified by the COUNTY. Specific date(s) to be mutually agreed upon by the COUNTY and CONSULTANT.

A.3. MANNER SERVICES ARE TO BE PERFORMED

As an independent Contractor, CONSULTANT shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, to discuss progress on the contract.

A.4. FACILITIES FURNISHED BY COUNTY

CONSULTANT shall, at his/her sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY OF YUBA
Dokken Engineering – State Route 65 / South Beale Road Interchange Project

ATTACHMENT B

PAYMENT

COUNTY shall pay CONSULTANT as follows:

B.1 BASE CONTRACT FEE

COUNTY shall pay CONSULTANT a contract fee not to exceed THREE MILLION, TWO AND HUNDRED FOURTEEN THOUSAND, SIX HUNDRED AND TWENTY TWO DOLLARS AND ZERO CENTS (\$3,214,621.00); CONSULTANT shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. In no event shall total compensation paid to CONSULTANT under this Provision B.1 exceed THREE MILLION, TWO HUNDRED AND FOURTEEN THOUSAND, SIX HUNDRED AND TWENTY ONE DOLLARS AND ZERO CENTS (\$3,214,621.00) without a formal written amendment to this Agreement approved by the COUNTY.

B.2 TRAVEL COSTS

COUNTY shall not pay CONSULTANT for meals, lodging or other travel costs not included in this Agreement unless said costs are approved in advance by the COUNTY representative (Operative Provision 7) and then COUNTY shall pay CONSULTANT per diem rates in accordance with California State Department of Personnel Administration (DPA), in effect on the date of invoice upon presentation of invoices. Under no circumstances shall the per diem rates exceed those set in accordance with DPA.

B.3 AUTHORIZATION REQUIRED

Services performed by CONSULTANT and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONSULTANT by COUNTY if, and only if, this Agreement is amended by formal written agreement signed by both parties in advance of performing additional services.

B.4 ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this AGREEMENT will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by AGREEMENT amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and AGREEMENT is required, the AGREEMENT time or actual costs reimbursable by COUNTY shall be adjusted by AGREEMENT amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by AGREEMENT amendment.

- B. The indirect cost rate established for this AGREEMENT is extended through the duration of this specific AGREEMENT. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or AGREEMENT award.
- C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of THREE MILLION, TWO HUNDRED AND FOURTEEN THOUSAND, SIX HUNDRED AND TWENTY ONE DOLLARS AND ZERO CENTS (\$3,214,621.00). The fixed fee is nonadjustable for the term of the AGREEMENT, except in the event of a significant change in the scope of work and such adjustment is made by AGREEMENT amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in Article III Statement of Work, COUNTY shall have the right to delay payment or terminate this AGREEMENT.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this AGREEMENT.
- H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Article XI Equipment Purchase. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Sam Bunton, Assistant Director
915 8th. Street, Suite 125, Marysville CA 95901
- I. The total amount payable by COUNTY including the fixed fee shall not exceed THREE MILLION, TWO HUNDRED AND FOURTEEN THOUSAND, SIX HUNDRED AND TWENTY ONE DOLLARS AND ZERO CENTS (\$3,214,621.00).
- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

COUNTY OF YUBA
Dokken Engineering – State Route 65 / South Beale Road Interchange Project

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 FUNDING

CONSULTANT and COUNTY agree that this Agreement will be null, void and not enforceable if all or part of the funds secured by COUNTY for the purposes of this Agreement are not made available to COUNTY. If this provision is invoked, COUNTY shall be liable for work already completed by CONSULTANT at contracted rates.

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. County has the option to void the contract under the 10-day termination clause pursuant to Operative Provision 10, or by mutual agreement to amend the contract to reflect any reduction of funds.

C.2 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

C.3 LAW, POLICY AND PROCEDURES, LICENSES, AND CERTIFICATES

CONSULTANT agrees to administer this Agreement in accordance with all applicable local, county, state, and federal laws, rules, and regulations applicable to their operations. These shall include, but are not limited to; 23 CFR 172, 2 CFR Part 200, 48 CFR Chapter 1 Part 31.

CONSULTANT shall further comply with all laws including, but not limited to, those relevant to wages and hours or employment, occupational safety, fire safety, health, sanitation standards and directives, guidelines, and manuals related to this Agreement. All issues shall be resolved using reasonable administrative practices and judgment. CONSULTANT shall keep in effect all licenses, permits, notices, and certificates required by law and by this Agreement.

C.4 RETENTION OF RECORDS/AUDITS

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and the COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, the COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

C.5 ACCEPTANCE

All work performed and completed under the Agreement is subject to the acceptance of the COUNTY or its authorized representatives. Payment shall be made after inspection and approval by COUNTY. Failure by the CONSULTANT to take corrective action within 24 hours after personal or telephonic notice by the COUNTY's representative on items affecting essential use of the facility, safety or the preservation of property, and within ten days following written notice on other deficiencies, will result in the COUNTY taking whatever corrective action it deems necessary. All costs resulting from such action by the COUNTY will be claimed against CONSULTANT.

C.6 CONFIDENTIALITY

CONSULTANT must maintain compliance with confidentiality regulations. At no time shall CONSULTANT'S employees, agents, or representatives in any manner, either directly or indirectly, use for personal benefit or divulge, disclose, or communicate in any manner, any information that is confidential to the COUNTY. CONSULTANT and its employees, agents, and representatives shall protect such information and treat it as strictly confidential.

C.7 INTELLECTUAL PROPERTY

COUNTY shall have and retain all right, title, and interest in Intellectual Property in all plans specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, documents developed or modified under this Agreement.

C.8 AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by the COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, COUNTY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, COUNTY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

C.9 EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. CONSULTANT agrees to use, manage, and dispose of equipment purchased as a result of this contract in compliance with 2 CFR 200.313.
- C. All subcontracts in excess \$25,000 shall contain the above provisions.
- D. Any equipment purchased as a result of this contract is subject to the following:
 "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at

the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

C.10 STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.
 4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
 - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

- d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

C.11 REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

C.12 PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, FOR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

C.13 DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the U.S. General Services Administration are to be determined by FHWA.

C.14 CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C.15 DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Administrator and Director of Public Works, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

C.16 INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

C.17 SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

C.18 CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with the COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

C.19 CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than the COUNTY.

C.20 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

C.21 EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

C.22 RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that

any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

COUNTY OF YUBA
Dokken Engineering – State Route 65 / South Beale Road Interchange Project

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR STATUS

At all times during the term of this Agreement, the following apply:

D.1.1 All acts of CONSULTANT shall be performed as an independent Contractor and not as an agent, officer or employee of COUNTY. It is understood by both CONSULTANT and COUNTY that this Agreement is by and between two independent parties and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

D.1.2 CONSULTANT shall have no claim against COUNTY for employee rights or benefits, including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

D.1.3 CONSULTANT is solely obligated to pay all applicable taxes, deductions and other obligations, including, but not limited to, federal and state income taxes, withholding and Social Security taxes, unemployment and disability insurance and Workers' Compensation and Medi-Care payments.

D.1.4 As an independent Contractor, CONSULTANT is not subject to the direction and control of COUNTY except as to the final result contracted for under this Agreement. COUNTY may not require CONSULTANT to change its manner of doing business, but may require it to redirect its efforts to accomplish what it has agreed to do.

D.1.5 CONSULTANT may provide services to others during the same period service is provided to COUNTY under this Agreement.

D.1.6 SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between the COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT.

CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from the COUNTY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by the COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by the COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

D.1.7 As an independent Contractor, CONSULTANT hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based on any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of CONSULTANT. CONSULTANT will reimburse COUNTY for any expenditure, including reasonable attorney fees, incurred by COUNTY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of CONSULTANT.

D.2 LICENSES, PERMITS, ETC.

CONSULTANT represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature that 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. Failure of the CONSULTANT to comply with this provision shall authorize the COUNTY to immediately terminate this agreement notwithstanding any other provision in this agreement to the contrary.

D.3 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.

D.4 INDEMNITY

CONSULTANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for personal injury, including death, as well as for property damage that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, which may arise from the intentional or negligent acts or omissions of CONSULTANT in the performance of services rendered under this Agreement by CONSULTANT, or any of CONSULTANT's officers, agents, employees, contractors, or sub-contractors.

D.5 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.

D.6 ASSIGNMENT PROHIBITED

CONSULTANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.7 PERSONNEL

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, CONSULTANT shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.8 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. All products of whatsoever nature which CONSULTANT delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

D.9 POSSESSORY INTEREST

The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code, §107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this contract; and if created, the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.10 TAXES

CONSULTANT hereby grants to the COUNTY the authority to deduct from any payments to CONSULTANT any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONSULTANT.

D.11 TERMINATION

Upon termination of this Agreement as otherwise provided herein, CONSULTANT shall immediately cease rendering service upon the termination date and the following shall apply:

D.11.1 CONSULTANT shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.11.2 COUNTY shall have full ownership and control of all such writings or other communications delivered by CONSULTANT pursuant to this Agreement.

D.11.3 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, 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. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

CONSULTANT may terminate its services under this Agreement upon thirty (30) days written notice to the COUNTY, without liability for damages, if CONSULTANT is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY.

D.12 STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and California Code of Regulations Title 2, § 11102.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall

insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

D.13 REHABILITATION ACT OF 1973/AMERICANS WITH DISABILITIES ACT OF 1990

In addition to application of the non-discrimination provision of this Agreement, above, CONSULTANT agrees to comply with all provisions of section 504 et seq. of the Rehabilitation Act of 1973, and with all provisions of the Americans with Disabilities Act of 1990, and all amendments thereto, and all administrative rules and regulations issued pursuant to said Acts, pertaining to the prohibition of discrimination against qualified handicapped and disabled persons, in all programs or activities, as to employees or recipients of services.

D.14 OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to the COUNTY. CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.

- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by the COUNTY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. The COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D.15 WAIVER

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.19 DEFINITIONS

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.20 TERM INCLUDES EXTENSIONS

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.21 SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.22 CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by the COUNTY's Contract Administrator.

D.23 COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.24 OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.25 PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.26 JURISDICTION

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a Court of competent jurisdiction in the County of Yuba, State of California.

D.27 CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.28 TIME IS OF THE ESSENCE

Time is of the essence of this Agreement and each covenant and term a condition herein.

D.29 AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.30 CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing COUNTY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. The CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

D.31 PROMPT PAYMENT FROM THE LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the LOCAL AGENCY shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the LOCAL AGENCY as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to CONSULTANT as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

D.32 TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties: a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the abovementioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration

hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
 - C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*
- (*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land

and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the “CONSULTANT”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately

high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

D.33 NOTICE

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Public Works
County of Yuba
Attn: Director
915 8th Street, Suite 125
Marysville, CA 95901

With a copy to:

County Counsel
County of Yuba
915 8th Street, Suite 111
Marysville, CA 95901

If to "CONSULTANT":

Dokken Engineering
Attn: John A. Klemunes, Jr.
110 Blue Ravine Road
Suite 200
Folsom, CA 95630

COUNTY OF YUBA
Dokken Engineering – State Route 65 / South Beale Road Interchange Project

ATTACHMENT E

INSURANCE PROVISIONS

E. INSURANCE. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

E.1. MINIMUM SCOPE AND LIMIT OF INSURANCE. Coverage shall be at least as broad as:

E.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

E.1.2. Automobile Liability Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

E.1.3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if CONSULTANT provides written verification it has no employees)

E.1.4. Professional Liability (Errors and Omissions) Insurance as appropriate to CONSULTANT’s profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.

E.2 OTHER INSURANCE PROVISIONS The insurance policies are to contain, or be endorsed to contain, the following provisions:

E.2.1. ADDITIONAL INSURED STATUS COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

E.2.2. PRIMARY COVERAGE For any claims related to this contract, **CONSULTANT's insurance coverage shall be primary** insurance as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

E.2.3. NOTICE OF CANCELLATION Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the COUNTY.**

E.3. WAIVER OF SUBROGATION CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

E.4. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. COUNTY may require CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

E.5. ACCEPTABILITY OF INSURERS Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

E.6. CLAIMS MADE POLICIES If any of the required policies provide coverage on a claims-made basis:

E.6.1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

E.6.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

E.6.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, CONSULTANT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

E.7. VERIFICATION OF COVERAGE CONSULTANT shall furnish 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 COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONSULTANT’s obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

E.8. SUBCONTRACTORS CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

E.9. SPECIAL RISKS OR CIRCUMSTANCES COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

COUNTY OF YUBA
Dokken Engineering – State Route 65 / South Beale Road Interchange Project

Exhibit 1

Scope of Services

Following are two (2) comprehensive scopes of work that support the delivery of the Project Initiation Document (PID) phase of the State Route 65/South Beale Road Interchange project. The following scope is for the proposed **Dokken Approach**, which includes the preparation of a PSR-PDS, Precise Plan, Environmental Constraints Analysis, and Project Report with CE/CE as an Optional Task for the interim project, as well as an Optional Task for the full interchange PA&ED. The full **RFP PSR Approach** scope on **Scope of Work Page 45** details the preparation of a PSR as requested by the County in the Request for Proposals with Environmental Constraints Analysis to support the preferred alternative.

**DOKKEN APPROACH – PROJECT STUDY REPORT-PROJECT DEVELOPMENT
SUPPORT**

Task 1.0 Project Management

Task 1.1 Project Meetings

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the County's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- Kickoff Meeting: At the start of the project, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- PDT Meetings: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT's Project Manager, CONSULTANT task leads as needed, County and Caltrans staff and other stakeholders as necessary.
- Technical Coordination Meetings: CONSULTANT will coordinate technical issues with the County, Caltrans and others through meetings and correspondence.

Deliverables: Meeting Notices, Agendas, Exhibits, and Minutes

Task 1.2 Progress Reports

CONSULTANT will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the County. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT will include Progress Reports with the monthly invoices.

Deliverables: Monthly Progress Reports

Task 1.3 Progress Schedule

CONSULTANT will, within 2 weeks of Notice to Proceed, provide a detailed baseline schedule to the County for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT will update the schedule on a monthly basis, to coincide with the PDT meetings.

Deliverables: Project Schedule

Task 1.4 Project Administration

CONSULTANT will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT will structure the accounting system in accordance with the County's invoicing and tracking needs.
- Prepare Subconsultant agreements: CONSULTANT will execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor Subconsultant progress and review/approve invoices: CONSULTANT will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

Task 1.5 Quality Control

CONSULTANT will have a quality management plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and back-checked for accuracy and completeness. CONSULTANT will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

Deliverables: Quality Management Plan

Task 2.0 Project Scoping

Task 2.1 Data Collection and Review

CONSULTANT will meet with the County and Caltrans to request and obtain any new data related to the project site that may have changed since the completion of the previous study.

Task 2.2 Document Level Determination

CONSULTANT will coordinate with the County and Caltrans to determine the appropriate level of Project Initiation Document (PID). CONSULTANT will assist the County in completing a Cooperative Agreement with Caltrans for the PID phase of the project.

Deliverables: Caltrans Cooperative Agreement

Task 2.3 Purpose and Need Development

CONSULTANT will coordinate with the County and Caltrans to develop project Purpose and Need and identify transportation deficiencies while evaluating the underlying transportation needs, and primary objectives of the project. CONSULTANT will coordinate with interested agencies for available project information including utility companies.

Deliverables: Purpose and Need

Task 2.4 Field Review

CONSULTANT will conduct a site reconnaissance to identify and document any new/changed physical features, character, adjacent uses, potential design constraints, and new environmental considerations. Field information will be recorded using field notes and digital photos. The observed environmental considerations will be used to support the environmental constraints analysis.

Deliverables: Field Notes/Photo Log

Task 2.5 Define Project Study Area

CONSULTANT will develop a Project Study Area (PSA), taking into consideration the geometric footprint of each design alternative, topographic/environmental constraints, appropriate buffers to accommodate reasonable modifications, and project risks. The PSA will be reviewed with the project team to obtain input and will ultimately be finalized for use with future project studies.

Deliverables: Project Study Area

Task 3.0 Environmental Documentation

Task 3.1 Hazardous Waste Initial Site Assessment (ISA) Checklist

CONSULTANT will prepare a Hazardous Waste Initial Site Assessment Checklist to identify any potential for encountering hazardous waste or hazardous materials in the project area. The checklist will incorporate an agency records search utilizing State Water Resources Control Board sites GeoTracker and Envirostor, as well as a visual survey of the project site. The findings in this checklist will be summarized and included in the Preliminary Environmental Analysis Report (PEAR).

Deliverables: Hazardous Waste Initial Site Assessment Checklist

Task 3.2 Environmental Constraints Analysis

CONSULTANT will perform preliminary survey work, obtain records searches, and examine any information from prior environmental analysis of the project area in order to prepare an environmental constraints analysis for the Project. In order to provide a complete scoping of the physical and human environment within the project area the following tasks will be performed:

- Obtain and evaluate prior environmental studies, local general plan information, and any other local policies which could affect the environmental process.
- Discuss and verify initial Purpose and Need and a project description through coordination with the County.
- Obtain a Cultural Resources/Native American Resources records search.
- Survey the built environment for potential historic resources (if any) that could require full evaluation during the environmental document phase.
- Obtain record search/species list from the United States Fish and Wildlife Service and California Natural Diversity Database to evaluate the potential for threatened, endangered, or other special status plant and animal species.
- Prepare an initial environmental constraints map of identified environmental resources in the project area. Once the project features have been identified, this map will be converted into an Environmental Study Area map for use with the PEAR and future environmental documentation.
- Identify environmental technical studies, environmental documents, and required environmental regulatory permits. (i.e. USACE, USFWS, RWQCB, CDFW, etc.)

Deliverables: Environmental Constraints Mapping

Task 3.3 Preliminary Environmental Analysis Report

CONSULTANT will prepare the Preliminary Environmental Analysis Report (PEAR) using Caltrans template and guidelines. The PEAR will incorporate the findings from the constraints analysis to identify potential environmental issues and constraints that will be addressed in the NEPA or CEQA documentation, the risks and assumptions that were used to anticipate those issues, the anticipated level of environmental documentation, and the resources and schedule needed to complete the PA&ED phase. A draft of the PEAR will be provided to the County for review and comment prior to submittal to Caltrans. This scope also includes coordination with Caltrans as needed.

Deliverables: Preliminary Environmental Analysis Report

Task 4.0 Alternatives Analysis

Task 4.1 Land Surveying

CONSULTANT will utilize and provide United States Geological Survey (USGS) based orthoimage and available topographic or LiDAR information of the project footprint. To confirm the accuracy of the available USGS information, CONSULTANT will perform minimal survey measurements to sample the accuracy of the topography. CONSULTANT will deliver the ortho image and topographic data in an AutoCAD based drawing in California State Plane Coordinates, NAD83 and NAVD88 elevations. Yuba County GIS parcels will be researched and incorporated into the survey base file if available.

To assist in right of way and boundary impacts, CONSULTANT will research recorded parcel maps, records of surveys and subdivision maps in the project area determined by design team. This will not include a full boundary survey and mapping. Full boundary surveys will be performed for future phases of the project.

CONSULTANT will establish horizontal and vertical control as determined by Yuba County for the PSR-PDS and future phases of the project. It is assumed that NAD83 horizontal and NAVD88 vertical datums will be used for the project. CONSULTANT will set durable survey control within the project limits for current and future work.

Deliverables: Orthoimage; USGS Based Topographic Base File; Mapping Research Assistance; Survey Control Report

Task 4.2 Refined Conceptual Alternatives

CONSULTANT will expand upon the conceptual alternatives identified in the previous CIS phase. The refined alternatives will take into consideration County and Caltrans goals, existing and future roadways connections, Caltrans and Railroad right of way, structures, utilities, environmental features, and future development. CONSULTANT will prepare layout exhibits for the County and Caltrans to review and comment.

Deliverables: Conceptual Alternative Exhibits

Task 4.3 Cost Estimate

CONSULTANT will prepare conceptual cost estimates in order of magnitude for cost comparison of the above refined conceptual alternatives. The conceptual cost estimates will include roadway items, structure items, utilities, and right of way items. Cost estimates will be utilized to support alternative analysis as part of the PID approval process.

Deliverables: Cost Estimates

Task 4.4 Schedule

CONSULTANT will prepare conceptual schedules identifying major milestones of the project phase in preparation of future Project Approval and Environmental Document (PA&ED), and general dates for PS&E and Construction.

Deliverables: Schedules

Task 4.5 Precise Plan

Based on the refined conceptual alternatives, CONSULTANT will work with County and Caltrans to determine a preferred alternative. CONSULTANT will develop a Precise Plan for the preferred alternative. The Precise Plan will be a more detailed exhibit with layouts, typical sections, profiles, and right of way impacts.

Deliverables: Precise Plan

Task 5.0 Engineering Studies

Task 5.1 Storm Water Data Report

Compliance with Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Permit will be documented in the Storm Water Data Report (SWDR). The SWDR will be prepared to ensure that the programmed project includes sufficient it's right-of-way and budget for the required storm water controls.

CONSULTANT will develop a long-form PID-level SWDR in accordance with the latest Caltrans Project Planning and Design Guide. The document will include:

- A description of the project and the major engineering features.
- A preliminary estimate of the Total Disturbed Soil Area (DSA), New Impervious Surface (NIS) Area, and Post Construction Treatment Area (PCTA).
- A determination of Risk Level and requirement for Treatment BMPs.
- A discussion of the stormwater quality issues specific to this project.
- A description of the probable design pollution prevention BMPs.
- A description of the probable permanent treatment BMPs, if required.
- A description of the probable maintenance and construction site BMPs.
- SWDR Summary Spreadsheets
- Maps and exhibits

CONSULTANT will work with the Caltrans District Storm Water Coordinator to circulate the draft document through the Maintenance, Landscape, and Storm Water units.

Deliverables: PID Level Storm Water Data Report

Task 5.2 Traffic Engineering Performance Assessment

Task 5.2.1 Data Collection

The study area for the SR 65/South Beale Road interchange includes the following study intersections.

1. Forty Mile Road/SR 65 Northbound Ramps
2. Forty Mile Road/SR 65 Southbound Ramps
3. SR 65/Rancho Road/Morrison Road
4. SR 65/South Beale Road
5. Bradshaw Road/South Beale Road
6. SR 65/Oakley Lane

CONSULTANT will gather previously collected traffic count data. In particular, the Recology Ostrom Road Landfill Environmental Impact Report conducted a traffic analysis of the SR 65/South Beale Road study area. CONSULTANT will compare the previously collected traffic

counts with recent traffic volume data from the Caltrans PeMS online database of traffic count stations to understand the traffic pattern changes associated with the COVID-19 pandemic. The Recology study also included data regarding the number of daily train crossings and gate activation duration. Additionally, CONSULTANT conducted daily traffic volume counts in October 2021 or January 2022 at nearby roadways including South Beale Road, Forty Mile Road, and Ostrom Road. Some of those counts included vehicle classification to ascertain number of axles (i.e., percent heavy vehicles).

CONSULTANT will conduct field observations at the study locations to confirm lane configurations, pedestrian and bicycle facilities, posted speeds, etc. and to observe AM and PM peak hour conditions. CONSULTANT will obtain collision data for SR 65 in the study area from Caltrans for the most recent five-year period.

Task 5.2.2 Existing Conditions Analysis

Traffic operations at the study intersections and freeway segments will be analyzed consistent with the methodology published in the Highway Capacity Manual (Transportation Research Board, 2022). The Synchro traffic analysis software will be applied to determine intersection operations, and the HCS 2022 traffic analysis software will be applied to determine freeway and highway operations. At study intersections, the AM and PM peak hour intersection delay and level of service will be reported. For study freeway segments, the AM and PM peak hour average density and level of service will be reported. For study two-lane highway segments, the AM and PM peak hour percent followers and level of service will be reported.

Task 5.2.3 Travel Demand Forecasts

CONSULTANT will use the Yuba County travel demand model to develop traffic volume forecasts for the SR 65/South Beale Road interchange study area. The model is currently being revised, so CONSULTANT will work with County staff to determine the appropriate version to use. CONSULTANT will review the model to confirm the appropriate roadway network and land use assumptions in the project area.

For the cumulative conditions model, CONSULTANT will ensure that the reasonably foreseeable roadway and development projects are included. CONSULTANT will prepare opening year and design year forecasts for the no build and up to three build alternative scenarios that could include interim phases of a build alternative. AM and PM peak hour forecasts will be prepared for intersections and freeway/highway segments in the study area.

From the travel demand model, CONSULTANT will prepare vehicle miles of travel (VMT) estimates for the project alternatives. The framework for transportation analysis for state highway projects is evolving rapidly. CONSULTANT'S other projects on the state highway system are grappling with several changes to this framework, including the analysis of induced travel in response to changes to CEQA that are the outcome of SB 743. Based on current guidance, CONSULTANT will provide recommendations for the forecasting work needed in the PA&ED project phase.

Task 5.2.4 Future Conditions Analysis

Using the traffic forecasts, CONSULTANT will analyze intersection and freeway operations for the AM and PM peak hours under opening and design year conditions. The no build alternative and up to three build alternatives will be analyzed.

For the build alternatives, the following intersections will be included:

- South Beale Road/SR 65 Northbound Ramps
- South Beale Road/SR 65 Southbound Ramps

- Nearby intersections located along South Beale Road west or east of the interchange that intersect at-grade (for example, Rancho Road, Bradshaw Road, Morrison Road)

At intersections, the AM and PM peak hour intersection delay and level of service will be reported for each movement. For freeway segments, the AM and PM peak hour average density and level of service will be reported.

In addition to the traffic operations analysis, CONSULTANT will conduct a safety assessment of the build alternatives and discuss the potential impact to pedestrian, bicycle, transit, and rail networks.

Task 5.2.5 Traffic Engineering Performance Assessment (TEPA)

CONSULTANT will prepare a TEPA report that documents the data collection, existing conditions analysis, travel demand forecasts, and future conditions analysis. The report will provide tables that summarize the analysis findings and figures to show traffic volumes. The report will also provide a recommended scope of work to be conducted for the PA&ED project phase.

Deliverables: Traffic Engineering Performance Assessment

Task 5.3 Life Cycle Cost Analysis

A Life Cycle Cost Analysis (LCCA) is required by Caltrans to justify the pavement materials and structural section of the proposed roadway. CONSULTANT will prepare the LCCA in accordance with Caltrans' latest program and report the findings in the draft LCCA report.

Deliverables: Life Cycle Cost Analysis

Task 5.4 Survey Needs Questionnaire

To assist with the establishment of vertical and horizontal project datums, CONSULTANT will prepare a PSR-PDS Survey Needs Questionnaire. This document will be submitted to Caltrans for review/approval and also included as an attachment to the PSR-PDS.

Deliverables: Survey Needs Questionnaire

Task 5.5 Utility A Letters and Base Mapping

CONSULTANT will prepare and send Utility A Letters and project exhibits to all potential utility owners within the project area. Based on Utility A Letter responses from the utility companies, CONSULTANT will incorporate the obtained maps and utility information to compile a utility base map.

Deliverables: Utility A Letters; Utility Base Map

Task 6.0 Community and Stakeholder Outreach

Task 6.1 Stakeholder Database and Ongoing Communications

CONSULTANT will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest. CONSULTANT will document and respond to all electronic inquiries received through email, social media channels. CONSULTANT will work with the Yuba County and the project team to provide consistent and accurate messaging. A monthly log of inquiries and responses will be provided to the County.

Deliverables: Stakeholder Database; Inquires Log

Task 6.2 Stakeholder Focus Group Meetings

CONSULTANT will coordinate and facilitate up to six (6) Virtual Key Stakeholder Focus Group meeting. CONSULTANT will work with the County to develop meeting agendas and presentation content that are on point and easy to understand, then facilitate discussions in a way that engages all parties and generates a thoughtful discussion that leads to agreements and direction that moves the project forward. The Key Stakeholder Focus Group membership is recommended to include, but is not limited to, adjacent property owners and residents as identified by the County and project team.

Deliverables: Meeting Agenda; Presentation Materials

Task 6.3 Community Workshop

CONSULTANT will be responsible for hosting and facilitating one (1) community workshop. Responsibilities will include logistics, facilitation, and documentation of community input. CONSULTANT will work with the County to develop facilitation plans/agendas, engagement activities and handouts and/or exhibits necessary to conduct the workshop. All documentation of the workshops including keeping an accurate sign-in sheet, taking notes, and preparing meeting summaries for review and approval by the County shall also be the responsibility of the CONSULTANT. If it becomes necessary CONSULTANT can host this workshop virtually. CONSULTANT will coordinate with the County to ensure that the workshop is well advertised. In addition, CONSULTANT will work with the County's existing communication channels to disseminate project information and ensure that the community is informed throughout the project's duration. CONSULTANT will provide content to the County's for posting to the project webpage, calendar, and social media channels.

Deliverables: Handouts; Presentation Materials; Notifications

Task 6.4 Communication Collateral

CONSULTANT will develop outreach materials to inform the community about the project. These materials can include and will include an updated project info/fact sheet as well as other items promoting the workshop and engagement activities (social media images, invites, flyers). A template for each collateral item will be developed consistent that easily updated and sent or distributed through electronic means.

Deliverables: Communication Collateral

Task 6.5 Funding Strategy

CONSULTANT will provide oversight and advice on positioning the project effort to maximize the potential to attract grant funding, including the Federal Bipartisan Infrastructure Bill and State SB 1 programs. This includes translating technical data into terminology that is understandable by the public, ensuring ongoing communications with SACOG, Caltrans, and other key decision makers that keep the project on track, as well as identifying and removing potential impediments as they may occur.

Task 7.0 Project Study Report – Project Development Support

Task 7.1 Transportation Planning Scoping Information Sheet

CONSULTANT will prepare a Transportation Planning Scoping Information Sheet (TPSIS), in accordance with Caltrans guidelines. Completion of the TPSIS will include preparation of text and table content for each of the applicable five sections of the document: System Planning; LD-IGR; Smart Mobility, Complete Streets, and Regional Planning; Climate Change and

Environmental Considerations; and Tribal Government Coordination. The TPSIS will be included as an attachment to the PSR-PDS.

Deliverables: Transportation Planning Scoping Information Sheet

Task 7.2 Right of Way/Utilities Conceptual Cost Estimate

CONSULTANT will prepare conceptual cost estimates for the project right of way and utility components. The estimate will take into consideration potential fee takes, temporary/permanent easements, railroad impacts, as well as significant utility relocations. The estimate will be included as an attachment to the PSR-PDS

Deliverables: Right of Way/Utility Cost Estimate

Task 7.3 Risk Register

CONSULTANT will prepare a Risk Register to identify risks associated with implementation of alternatives. The Risk Register will be included as an attachment to the PSR-PDS.

Deliverables: Risk Register

Task 7.4 Design Scoping Index

CONSULTANT will prepare a Design Scoping Index (DSI) to assist in determining the feasibility of the project alternatives. A DSI will be prepared for each significantly different alternative, taking into account Design Concept & Route Matters, Design Criteria, Roadway and Structures Characteristics, Right of Way, Hydraulics/Stormwater, and Worker Safety. The DSI will be included as an attachment to the PSR-PDS.

Deliverables: Design Scoping Index

Task 7.5 Draft PSR-PDS

CONSULTANT will prepare the Draft Project Study Report-Project Development Support (PSR-PDS) in accordance with Caltrans guidelines. The document will discuss the proposed project alternatives, purpose and need, and provide the information needed to estimate and program the capital outlay support cost necessary to complete the studies and work needed during PA&ED.

The draft will be submitted to Caltrans and the County for review and comment.

CONSULTANT will meet with Caltrans and County for comments resolution and make updates to the PSR-PDS.

Deliverables: Draft PSR-PDS

Task 7.6 Final PSR-PDS

After receiving and discussing comments on the Draft PSR-PDS, CONSULTANT will prepare Final PSR-PDS.

Deliverables: Final PSR-PDS

Task 8.0 Grade Separation and Overcrossing (Interim Project) PA&ED Phase [OPTIONAL]

Task 8.1 Project Management

Task 8.1.1 Project Meetings

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will

consult with the County's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- Kickoff Meeting: At the start of the project, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- PDT Meetings: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT's Project Manager, CONSULTANT task leads as needed, County and Caltrans staff and other stakeholders as necessary.
- Technical Coordination Meetings: CONSULTANT will coordinate technical issues with the County, Caltrans and others through meetings and correspondence.

Deliverables: Meeting Notices, Agendas, Exhibits, and Minutes

Task 8.1.2 Progress Reports

CONSULTANT will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the County. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT will include Progress Reports with the monthly invoices.

Deliverables: Monthly Progress Reports

Task 8.1.3 Progress Schedule

CONSULTANT will, within 2 weeks of Notice to Proceed, provide a detailed baseline schedule to the County for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT will update the schedule on a monthly basis, to coincide with the PDT meetings.

Deliverables: Project Schedule

Task 8.1.4 Project Administration

CONSULTANT will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT will structure the accounting system in accordance with the County's invoicing and tracking needs.
- Prepare Subconsultant agreements: CONSULTANT will execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor Subconsultant progress and review/approve invoices: CONSULTANT will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

Task 8.1.5 Quality Control

CONSULTANT will have a quality management plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and backchecked for accuracy and completeness. CONSULTANT will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

Deliverables: Quality Management Plan

Task 8.2 Surveying and Right of Way Mapping

Task 8.2.1 Land Surveys

Based on the interim project footprint, CONSULTANT will facilitate the delivery of a strip aerial based photogrammetric survey of the proposed project. The width of the survey will cover an approximately 250' wide strip along the alignment. Photogrammetric survey will include a color ortho-rectified image, full planimetrics, 1' contours and a 3D surface. Survey will include the setting of ground control aerial panels along the project limits and random survey check shots to confirm contours and surface details.

CONSULTANT will augment the aerial based survey with conventional ground surveys along the preferred alignment. Items to locate will include but are not limited to, ground cross-section profiles, drainage, waterways, utilities, roadway improvements, conforms, and other key design features.

Deliverables: Photogrammetric Topographic Base File; Color Ortho-Rectified Image; Point Files; DTM and 3D Surface File; Supplemental Topographic Mapping

Task 8.2.2 Preliminary Boundary and Right of Way Surveys

CONSULTANT will research and review record right of way and property maps including deed documents along the preferred alignment. For this phase of the project, CONSULTANT will map the record right of way and adjacent properties from readily available maps, deeds, subdivision maps, and other public records to prepare a preliminary boundary and right of way base map. CONSULTANT will perform field surveys to locate sufficient monuments of record to resolve and map the record right of way and affected property boundaries along the preferred alignment. CONSULTANT will prepare a right of way and boundary base drawing in AutoCAD format that will include right of way details, property owner information such as assessor's parcel numbers, street address and current ownership references. CONSULTANT will work with the County to coordinate access onto private properties to perform field surveys as needed. Title reports are not expected to be used for this phase of the project. Title reports will become necessary in future phases of the project to fully resolve all properties, exceptions, dedications, easements and other constraints.

Deliverables: Right of Way Base File; Maps and Property Documents

Task 8.3 Environmental Technical Studies

Task 8.3.1 Natural Environment Study

A CONSULTANT biologist will conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. In addition, literature research will be conducted to determine the potential for sensitive plant and animal species in the project area. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. Based on initial research and experience with projects in this area, tricolored blackbird, a State listed as Threatened species, are expected to be found in the project area for the crossing. CONSULTANT will conduct fieldwork appropriate to the season to maximize the ability to detect and positively identify sensitive species.

CONSULTANT will prepare a Natural Environment Study in accordance with the Caltrans approval format. This study will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, CONSULTANT will prepare and include in

the study a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present; it also will identify and assess project impacts on the existing biological resources, including any sensitive species. Mitigation measures will be included as necessary.

Deliverables: Natural Environment Study

Task 8.3.1.1 Aquatic Resources Delineation Report

In addition to the general biological surveys for the Natural Environment Study, CONSULTANT will conduct a delineation of jurisdictional aquatic resources including Waters of the United States, Waters of the State, and CDFW jurisdictional habitats. The delineation will be conducted in accordance with USACE, RWQCB and CDFW protocols for delineation of the Ordinary High Water Mark and wetland indicators. The CONSULTANT will record delineation efforts in the field with GPS including the boundaries of each aquatic resource within the proposed project area.

Deliverables: Aquatic Resources Delineation Report

Task 8.3.2 Historic Property Survey Report/Archaeological Survey Report

CONSULTANT will complete cultural resource efforts in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-aid Highway Program in California. A CONSULTANT archaeologist will prepare a Historic Property Survey Report (HPSR)/Archaeological Survey Report (ASR) according to Caltrans specifications. This report will describe the results of Native American Consultation, research and field methods used in identifying cultural resources, the archaeological and historic resources identified in the project vicinity, and the potential of the project to adversely impact any archaeological or historic resources.

Deliverables: Historic Property Survey Report/Archaeological Survey Report

Task 8.3.3 Historic Resources Evaluation Report (HRER)/Finding of Effect (FOE)

The project has the potential to impact the existing railroad line. The line is more than 45 years of age and therefore requires evaluation to determine if it is a historic property as defined by Section 106 of the National Historic Preservation Act or a historical resource as defined by CEQA. If the evaluation determines that the line is a historic property or historical resource, then an analysis of the project's potential to adversely affect it will be required. CONSULTANT will prepare a Caltrans formatted HRER and FOE to evaluate all historic (non-Native American) resources present within the project area. These resources will be documented in the HRER and evaluated for its eligibility to be listed in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). A FOE will be issued based on these evaluations.

Deliverables: Historic Resources Evaluation Report/Finding of Effect

Task 8.3.4 Noise Study Report

CONSULTANT will prepare a Noise Study Report consistent with the Caltrans Noise Analysis Protocol and Technical Noise Supplement (TeNS) to address the project's potential effects on existing and future noise conditions, including construction impacts. CONSULTANT has

identified potential sensitive receptors to the east of the potential overcrossing. Focused attention will be given to these sensitive receptor groups during noise analysis conducted for the Noise Study Report.

A CONSULTANT noise specialist will conduct ambient noise level measurements to establish the existing noise environment at representative receptor locations. Short-term (15-minute) noise level field measurements will be made at up to four locations to document the existing noise environment and to calibrate the traffic noise model. Observations of barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.

Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent receptor locations. Analysis requirements will be based on the sensitivity of the project study area and the Noise Ordinance specifications of the County.

The Federal Highway Administration (FHWA) Traffic Noise Model (TNM), Version 2.5, will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and Build Alternative. Model input data include peak-hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. Existing roadway traffic noise will be calculated as baseline conditions, using concurrent traffic counts obtained during ambient noise level measurement. The future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided in the traffic study, whichever is lower.

Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by 5 A-weighted decibel (dBA) or more, as required to be feasible, will be evaluated. The total reasonable allowance will be calculated for each noise barrier.

Deliverables: Noise Study Report

Task 8.3.5 Noise Abatement Decision Report

CONSULTANT will prepare a Noise Abatement Decision Report (NADR) using the conclusions and feasibility information from the Noise Study Report. The Noise Abatement Decision Report will provide a recommendation for which abatement strategies are reasonable based on cost and guidance from the Caltrans Traffic Noise Analysis Protocol. The report will be approved by a California licensed professional civil engineer and will follow the Caltrans template.

Deliverables: Noise Abatement Decision Report

Task 8.3.6 Air Quality Report

The Environmental Protection Agency has classified the Sacramento Valley Air Basin (SVAB) portion of Placer County as a severe nonattainment area with regard to the federal 8-hour O₃ standard. For the federal CO and PM_{2.5} standards, the EPA has classified this area as a moderate maintenance (CO) and nonattainment area (PM_{2.5}). The EPA has classified all of Placer County as an attainment area for the federal PM₁₀ standard (U.S. EPA 2013). As such, CONSULTANT will prepare an Air Quality Report for the project's operation and construction in accordance with Caltrans guidelines. CONSULTANT will also work with the County to prepare the appropriate Interagency Consultation (IAC) documentation, as needed, for the project.

Deliverables: Air Quality Report

Task 8.3.7 Air Quality Conformity Analysis

CONSULTANT will prepare an Air Quality Conformity Analysis (AQCA) following the guidelines in the Caltrans Standard Environmental Reference, Chapter 11. The AQCA will include a summary of the Interagency Consultation, results of the Air Quality Report, the project's consistency with the State Implementation Plan, and identification of mitigation measures as needed.

Deliverables: Air Quality Conformity Analysis

Task 8.3.8 Community Impact Assessment Memorandum

CONSULTANT will prepare a Community Impact Assessment Memorandum to document potential impacts that the project could have to the local community, and minority and low-income populations and to evaluate the potential for the project to generate public controversy. This report will evaluate the land use takes, changes in the noise and visual environment, and impacts on cultural/biological resources that may be important to the community. Pursuant to NEPA requirements, impacts to low-income population will be evaluated consistent with federal Environmental Justice policy. The CIA will be based on current Caltrans Guidelines (Environmental Guidelines Volume 1, Chapter 24 – Community Impacts) and will discuss social impacts, businesses and residences affected by the project, and community resources such as schools, parks, and emergency services.

Deliverables: Community Impact Assessment Memorandum

Task 8.3.9 Visual Impact Assessment

A Visual Impact Analysis (VIA) will be prepared by CONSULTANT due to the project potential to add high ramp embankments, bridges, and large retaining walls. The analysis will be performed using a matrix to compare visual resources within defined landscape units, and will include: visual quality and character, the viewers and viewpoints, and changes in vividness, intactness, and unity. The report will include the following graphics: a vicinity map, the landscape units, representative photographs, and a map of representative photograph locations. Visual simulations of the project will also be included. The Visual Impact Assessment will be reviewed and approved by an on staff licensed Landscape Architect prior to submittal to Caltrans for review.

Deliverables: Visual Impact Assessment

Task 8.3.10 Water Quality Assessment Report

CONSULTANT will prepare a Water Quality Assessment Report to address the potential project impacts on water quality due to the increased impervious surfaces, based on Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The assessment will discuss receiving waters conditions, objectives, and beneficial uses, as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan.

Deliverables: Water Quality Assessment Report

Task 8.3.11 Farmlands Technical Memorandum

Farmlands surrounding the project site are considered Farmlands of Local Importance and portions of farmland would be converted to nonagricultural use. To comply with the provisions of the Federal Farmland Protection Policy Act, consultation with the U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) will be necessary. CONSULTANT will prepare a memorandum analyzing impacts to farmland along with completion of form AD 1006 to determine significance of potential impacts from conversion of local farmland.

Deliverables: Farmlands Technical Memorandum

Task 8.4 CEQA and NEPA Clearance

Task 8.4.1 CEQA Categorical Exemption

The Project is exempt from analysis under CEQA pursuant to Section 21080.13 for Railroad Grade Separation projects. CONSULTANT will prepare the Categorical Exemption for the Project and file the Notice of Determination at the County Clerk.

Deliverables: CEQA Categorical Exclusion

Task 8.4.2 NEPA Categorical Exclusion

CONSULTANT will coordinate with Caltrans environmental staff to prepare the NEPA Categorical Exclusion (CE). The CE will include a review of state and federal standards and measures to address any impacts and will ensure that these measures reduce all impacts below a level of significance under NEPA. The NEPA process will be completed upon obtaining Caltrans approval of the CE.

Deliverables: NEPA Categorical Exclusion

Task 8.5 Engineering Studies

Task 8.5.1 Preliminary Geometrics

Based on the prepared Precise Plan, CONSULTANT will develop and refine the interim project geometrics. CONSULTANT will work with the County and Caltrans to obtain consensus on design criteria, including design speed and functional classification. CONSULTANT will review and obtain comments from the County, Caltrans, and other stakeholders, as approved by the County. CONSULTANT will prepare exhibits showing the proposed preliminary geometrics for review and for establishing the environmental footprint for subsequent environmental studies.

Deliverables: Interim Project Preliminary Geometrics

Task 8.5.2 Preliminary Cost Estimates

CONSULTANT will develop a preliminary construction cost estimate for the proposed interim project developed from the preliminary geometrics. The estimate will be used support the design on the preliminary geometrics.

Deliverables: Interim Project Preliminary Cost Estimates

Task 8.5.3 Traffic Phasing Analysis

CONSULTANT will analyze intersection and freeway operations for up to two options for an interim phase of the preferred alternative. Using linear interpolation, traffic forecasts will be estimated in five-year intervals between the opening and design year conditions.

CONSULTANT will work with the project team to develop the interim phase design options that address safety and operational issues at the SR 65/South Beale Road intersection. The design options will then be evaluated to estimate how long acceptable operations can be maintained. CONSULTANT will prepare a memorandum that presents the results of the phasing analysis.

Deliverables: Traffic Phasing Analysis

Task 8.5.4 Preliminary Drainage Report

CONSULTANT will conduct a preliminary drainage investigation to determine the existing drainage patterns and storm drain facilities in the project area, including existing channels/ditches, pipe/culvert locations, sizes, local rainfall intensities, and flows. This information will be obtained through a combination of field reconnaissance, County/Caltrans staff, as-built records and the project files prepared by the County/Caltrans. After reviewing the existing drainage conditions, on- and off-site hydrologic and hydraulic analyses will be conducted for the existing and post-project condition, emphasizing the primary objective of maintaining existing flow patterns and runoff amounts.

The on-site analyses will include identifying where new facilities are needed and where existing facilities can be reused, developing drainage boundaries for the areas within the project limits, developing flows for each facility based on Caltrans hydrology standards, and identifying where new/retrofitted storm drain facilities are needed. A comparison of existing versus proposed peak flows will also be performed and will become the basis of the retention design.

A Draft Preliminary Drainage Report for the project will be prepared to document the hydrologic and hydraulic analysis and will provide a detailed discussion of the following: existing conditions and facilities in the project area, the on-site hydrologic analyses, existing and post-project drainage patterns, flood conditions, results of the on-site hydraulic analyses (including basin sizing) and any issues of special concern or significance.

Deliverables: Preliminary Drainage Report

Task 8.5.5 Life Cycle Cost Analysis

CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for roadway improvements using the most recent Caltrans RealCost program (currently Version 2.5.4CA). The LCCA will identify the lowest cost pavement alternative for the roadway improvements among different pavement types, design periods with relevant costs which include initial construction, future maintenance and rehabilitation, and user costs (public's time and vehicle costs). The results of the LCCA will be documented on Caltrans' Life Cycle Cost Analysis Form.

Deliverables: Life Cycle Cost Analysis

Task 8.5.6 Design Support for Environmental

CONSULTANT will support the environmental process by providing engineering data and graphics to the environmental team, reviewing submittals for consistency with the design, and reviewing mitigation measures to ensure that they are reasonable and can be implemented.

Deliverables: Engineering Data and Graphics to Support Environmental Documentation

Task 8.5.7 Preliminary Geotechnical Design and Materials Report

CONSULTANT will review readily-available geotechnical information and published geologic mapping, obtain bulk near-surface soil samples by hand-excavation at several locations along the proposed roadway alignments, perform laboratory testing on the bulk samples to evaluate preliminary project soil corrosion potential and pavement support characteristics, perform preliminary engineering analyses, and develop preliminary geotechnical design recommendations for the proposed project elements. Specifics of our engineering analysis will depend on forthcoming project design details and available geotechnical information.

CONSULTANT will prepare a PGDMR to include (but not be limited to) the following:

- Scope of work summary and project description.
- Site Plan showing near-surface soil sample locations.
- Results of laboratory testing.
- Site geology and anticipated subsurface conditions.
- Preliminary seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
- Preliminary geologic hazard evaluation (liquefaction, lateral spreading, etc.) based on existing geotechnical data.
- Preliminary geotechnical design recommendations for retaining walls/sound walls, including recommended foundation type(s) and associated design parameters.
- Preliminary approach embankment material and earthwork recommendations.
- Preliminary pavement structural section recommendations based on Traffic Indices provided by the design engineer.
- Geotechnical investigation recommendations for design-level GDMR analysis and final project recommendations.

Task 8.5.8 Preliminary Foundation Report

CONSULTANT will review readily-available geotechnical information and published geologic mapping, obtain bulk near-surface soil samples by hand-excavation at several locations along the proposed roadway alignments, perform laboratory testing on the bulk samples to evaluate preliminary project soil corrosion potential, perform preliminary engineering analyses, and develop preliminary geotechnical design recommendations for the proposed project elements. Specifics of our engineering analysis will depend on forthcoming project design details and available geotechnical information.

CONSULTANT will prepare up to two (2) PFRs to include (but not be limited to) the following:

- Scope of work summary and project description.
- Site Plan showing near-surface soil sample locations.
- Results of laboratory testing.
- Site geology and anticipated subsurface conditions.
- Preliminary seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
- Preliminary geologic hazard evaluation (liquefaction, lateral spreading, etc.).
- Preliminary geotechnical design recommendations for structure foundations, including recommended foundation type(s).
- Geotechnical investigation recommendations for design-level FR analysis and final project recommendations.

Deliverables: Preliminary Foundation Report

Task 8.5.9 Phase I Environmental Site Assessment (ESA)

CONSULTANT will perform research to estimate the existing potential for impacts to the project Site (i.e., levels of hazardous materials/wastes warranting regulatory cleanup action) from the presence of hazardous materials/wastes on, or within, the vicinity of the Site. For the purposes of this Phase I ESA, the “vicinity” of the Site is defined as properties located within ¼-mile of the Site. The guidelines used for the definition of hazardous materials/wastes are presented in the California Code of Regulations, Title 22. The Phase I ESA will be performed in general accordance with American Society for Testing and Materials (ASTM) Designation E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

CONSULTANT will prepare a Phase I ESA to include (but not be limited to) the following:

- Perform a reconnaissance of the Site to assess conditions for the presence, or make visual observations of indicators of the potential existing presence, of hazardous materials, hazardous wastes, or soil and/or groundwater impacts on the Site. These indicators include, but are not limited to, 55-gallon drums, USTs and aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain polychlorinated biphenyls (PCBs), and areas conspicuously absent of vegetation. Provisions for a survey of wetlands delineation, asbestos, lead-based paint, lead in drinking water, radon gas, and methane gas are not provided in this scope of services.
- Perform a visual survey of the adjacent properties from the Site and from public thoroughfares to observe general types of land use surrounding the Site.
- Review the Standard Environmental Records Sources: Federal and State referenced in American Society for Testing and Materials (ASTM) Designation E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process to obtain information regarding the potential presence of hazardous materials/wastes on the Site or on properties located within the approximate minimum search distance specified for each source.

- Review reasonably ascertainable regulatory agency files the Site and/or properties in the vicinity of the Site whose environmental conditions might potentially impact the Site. The sources for these files may include the Yuba County Environmental Health Department and the Regional Water Quality Control Board.
- Review pertinent and reasonably ascertainable information sources to evaluate physiographic, geologic, and hydrogeologic conditions in the vicinity of the Site.
- Review and interpret reasonably ascertainable historical aerial photographs to obtain information concerning the historical use of the Site and adjacent properties.
- Review United States Geological Survey (USGS) topographic maps to obtain information relative to the topography of the Site, as well as previous development and uses of the Site and properties located in the vicinity of the Site.
- Review documents provided by the County at the County's discretion. Potentially useful documents may include geotechnical, geologic, and environmental reports, Site plans, plot plans, and correspondence with regulatory agencies.
- Conduct interviews by telephone or in writing with present and past tenants/owners of the Site to evaluate activities conducted at the Site with regard to the use, generation, storage, or disposal of hazardous materials/wastes onsite.
- Prepare a report summarizing the findings of the Phase I ESA which will qualitatively describe the potential for environmental impairment of the Site. If necessary, the report will also provide recommendations for additional environmental services.

Deliverables: Phase I Environmental Site Assessment

Task 8.5.10 Phase II Environmental Site Assessment

CONSULTANT will prepare a Phase II ESA to include (but not be limited to) the following:

- Advance 10 soil borings along the existing roadway shoulders using hand-auger sampling equipment. Collect soil samples from the roadway shoulders at depth intervals of 0 to 1 and 1 to 2 feet from each boring. Collect soil samples from the hand auger and transfer the samples to Ziploc® re-sealable plastic bags. Field homogenize the soil samples.
- Collect 20 surface soil samples from within the proposed roadway alignments using hand-auger sampling equipment. Collect soil samples from the hand auger and transfer the samples to laboratory-provided 4-ounce glass jars.
- Advance four soil borings near the existing railroad corridor using hand-auger sampling equipment. Collect soil samples from near the roadway shoulders at depth intervals of 0 to 1 and 3 to 4 feet from each boring. Collect soil samples from the hand auger and transfer the samples to stainless steel sampling sleeves.
- Label each sample and place it in an ice chest to be delivered to the analytical laboratory under standard chain-of-custody documentation. Backfill the borings with the excavated soil materials. Note general soil types encountered in the borings on the daily field log.
- Perform quality assurance/quality control procedures during the field exploration activities. These procedures include decontamination of sampling equipment before each sample is collected, and providing chain-of-custody documentation for each soil sample submitted to the laboratory. Decontaminate the soil sampling equipment between each sample by washing the equipment with an Alconox® solution followed by a double rinse with deionized water. Discharge the rinse water to ground surface areas within the right-of-way which do not slope to drainage inlets or surface water bodies.
- Analyze each soil sample from the existing roadway shoulder for total lead following EPA Test Method 6010B (40 samples).
- Analyze samples with total lead concentrations between 50 and 1,000 milligrams per kilogram (mg/kg) for soluble lead using the WET method, EPA Test Method 7000, where necessary (assume six samples).
- Analyze soil samples with total lead concentrations greater than 1,000 mg/kg for TCLP soluble lead, where necessary (assume one sample).
- Analyze surface samples from the proposed roadway alignment for organochlorine pesticides following EPA Test Method 8081A and total arsenic following EPA Test Method 6010B (20 samples).

- Analyze each soil sample from near the existing railroad corridor for heavy metals, organochlorine pesticides, diesel-range and motor oil-range organics, semi-volatile organic compounds, and polychlorinated biphenyls (eight samples). Select samples may be analyze for soluble metals based on the results of the total metals analysis (assume four samples).
- Prepare a report to present the findings and conclusions.

Deliverables: Phase II Environmental Site Assessment

Task 8.6 Community and Stakeholder Outreach

Task 8.6.1 Stakeholder Database and Ongoing Communications

CONSULTANT will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest.

CONSULTANT will document and respond to all electronic inquiries received through email, social media channels. CONSULTANT will work with the Yuba County and the project team to provide consistent and accurate messaging. A monthly log of inquiries and responses will be provided to the County.

Deliverables: Stakeholder Database; Inquires Log

Task 8.6.2 Community Workshop

CONSULTANT will be responsible for hosting and facilitating one (1) community workshop. Responsibilities will include logistics, facilitation, and documentation of community input.

CONSULTANT will work with the County to develop facilitation plans/agendas, engagement activities and handouts and/or exhibits necessary to conduct the workshop. All documentation of the workshops including keeping an accurate sign-in sheet, taking notes, and preparing meeting summaries for review and approval by the County shall also be the responsibility of the CONSULTANT. If it becomes necessary CONSULTANT can host this workshop virtually.

CONSULTANT will coordinate with the County to ensure that the workshop is well advertised. In addition, CONSULTANT will work with the County's existing communication channels to disseminate project information and ensure that the community is informed throughout the project's duration. CONSULTANT will provide content to the County's for posting to the project webpage, calendar, and social media channels.

Deliverables: Handouts; Presentation Materials; Notifications

Task 8.6.3 Board of Supervisor Updates

CONSULTANT will work with the County to help update the Board of Supervisors regarding the project status. CONSULTANT will prepare meeting materials and assist the County in preparing staff reports and making presentations as needed and requested by the County.

Deliverables: Presentation Materials; Staff Reports

Task 8.6.4 Communication Collateral

CONSULTANT will develop outreach materials to inform the community about the project.

These materials can include and will include an updated project info/fact sheet as well as other items promoting the workshop and engagement activities (social media images, invites, flyers). A template for each collateral item will be developed consistent that easily updated and sent or distributed through electronic means.

Deliverables: Communication Collateral

Task 8.7 Caltrans Project Report

Task 8.7.1 Geometric Concept Drawing

CONSULTANT will utilize the preliminary geometrics for the interim project developed, and as-built information and records to identify all non-standard features of the existing facility and proposed project improvements for the interim project. As-built information and records will be obtained from Caltrans as part of this task. CONSULTANT will prepare a Draft GCD at 1" = 100' scale for up the preferred alternative utilizing existing available right of way information and topographic mapping. The GCD will include layouts, profiles, super-elevations, typical sections and traffic volume turning diagrams.

Deliverables: Geometric Concept Drawing

Task 8.7.2 Design Standard Decision Documents

CONSULTANT will evaluate the interim project for all non-standard features that are identified in the Caltrans Design Information Bulletin (DIB) 78. The DIB 78 will be used in conjunction with the Caltrans Highway Design Manual and compared to boldface and underlined standards. CONSULTANT will prepare Design Standard Decision Documents (DSDD) for any non-standard feature. The DSDD will be prepared in accordance with Chapter 21 of the Project Development Procedures Manual, "Design Standard Decisions."

Deliverables: Design Standard Decision Documents

Task 8.7.3 Location Map, Layouts, Profiles and Typical Sections (30% Plans)

CONSULTANT will prepare the necessary attachments for the Project Report, including a Location Map, Layouts, Profiles, and Typical sections. CONSULTANT will utilize the GCD developed to prepare 11" x 17" plan sheets of project layout, profiles, and typical sections. CONSULTANT will submit the Design A submittal to UPRR as part of the 30% plans.

Deliverables: Location Map, Layouts, Profiles, Typical Sections

Task 8.7.4 Storm Water Data Report

Compliance with Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Permit will be documented in the Storm Water Data Report (SWDR). The SWDR will be prepared to ensure that the programmed project includes sufficient right-of-way and budget for the required storm water controls.

CONSULTANT will develop a long-form PA&ED-level SWDR in accordance with the latest Caltrans Project Planning and Design Guide. The document will include:

- A description of the project and the major engineering features.
- A preliminary estimate of the Total Disturbed Soil Area (DSA), New Impervious Surface (NIS) Area, and Post Construction Treatment (PCT) Area.
- A determination of Risk Level and requirement for Treatment BMPs.
- A discussion of the stormwater quality issues specific to this project.
- A description of the probable design pollution prevention BMPs.
- A description of the probable permanent treatment BMPs, if required.
- A description of the probable maintenance and construction site BMPs.
- SWDR Summary Spreadsheets
- Maps and exhibits

CONSULTANT will work with the Caltrans District Storm Water Coordinator to circulate the draft document through the Maintenance, Landscape, and Storm Water units during review of the draft PR.

Deliverables: Storm Water Data Report (PA&ED Level)

Task 8.7.5 Traffic Management Plan Checklist

CONSULTANT will develop a conceptual plan for traffic handling to ensure that traffic operations are not adversely impacted at the project site including any California Highway Patrol (CHP) enforcement areas, and other systems related equipment. CONSULTANT will develop the Transportation Management Plan (TMP) Checklists to reflect the approved design elements and construction activities. The TMP Checklists will discuss the project's staging activities, traffic handling concepts and other impacts to the public. CONSULTANT will submit the TMP Checklists to Caltrans for approval. CONSULTANT will coordinate comments and input from Caltrans and the County to ensure the TMP covers the combined traffic impacts and plans to mitigate those impacts.

Deliverables: Traffic Management Plan Checklist

Task 8.7.6 Cost Estimates

CONSULTANT will prepare the Caltrans standard '11-page' format cost estimate for improvements of the interim project. CONSULTANT will include information on pavement structural section, drainage, retaining walls, erosion control and water pollution control BMPs, traffic signals, signage, traffic management plan, structures, and right of way costs in the estimate.

Deliverables: Caltrans 11 Page Estimate

Task 8.7.7 Risk Register

CONSULTANT will prepare a risk register for the project in Caltrans format. The risk register will identify the project risk, risk rating and mitigation. The Risk Register will function as a living document and will be updated throughout the Project Report phase as risks change.

Deliverables: Risk Register

Task 8.7.8 Right of Way Data Sheet/Utility Information Sheet

CONSULTANT will prepare the Right of Way Data Sheets for the interim project. CONSULTANT will prepare the Right of Way Utility Estimate Worksheet and Utility Information Sheets to support the Right of Way Data Sheets.

Deliverables: Right of Way Data Sheet; Utility Information Sheet

Task 8.7.9 Stage Construction Concept

CONSULTANT will complete a stage construction plan for the interim project. The stage construction concept will assist in determining constructability, staging sequencing, potential detours, construction schedule duration, project footprint, and costs associated with the project staging.

Deliverables: Stage Construction Concept

Task 8.7.10 Advanced Planning Studies

CONSULTANT will prepare Advance Planning Studies (APS) for up to two structure types for the preferred alternative for up to two (2) separate bridges. The plans will adhere to current Caltrans detailing and formatting requirements as specified in Section 3-2 "Advance Planning Studies" of Caltrans OSFP Information and Procedures Guide as well as in Caltrans Memo to Designers 1-8 "Advance Planning Studies".

In general, the APS consists of a single plan sheet, an itemized structure cost estimate and completion of the "Consultant Prepared Structures Advance Planning Study Checklist" for each required bridge, culvert or retaining wall. The APS plan sheet (typically 11" x 17") includes a plan view, elevation view and typical section of the structure with sufficient detail to determine structure limits, feasible structure type, structure depth, foundation locations and costs. The APS

will include assessment of Accelerated Bridge Construction (ABC) implementation. The itemized structure cost estimate will be based on approximate quantity estimates using tables from Caltrans Bridge Design Aids manual.

Deliverables: Advanced Planning Studies

Task 8.7.11 Draft Project Report

CONSULTANT will prepare the Draft Project Report for the project in accordance with Caltrans “Preparation Guidelines for Project Report.” The document will discuss the proposed project, purpose and need, and provide an overview of impacts including environmental impacts and potential right of way impacts.

This task includes the preparation of a draft and final report for the DPR with a recommendation for circulation of the Environmental Document. The draft will be submitted to Caltrans and the County for review and comment. CONSULTANT will address the comments and produce the final DPR for approval and circulation with the Draft Environmental Document.

Deliverables: Draft Project Report

Task 8.7.12 Project Report

After circulation of the DPR, CONSULTANT will prepare a draft and final Project Report with the recommendation of approval of the project. The draft will be submitted to Caltrans and the County for review and comment. CONSULTANT will address the comments and produce the final Project Report.

Deliverables: Project Report

Task 9.0 Full Interchange PA&ED Phase [OPTIONAL]

Task 9.1 Project Management

Task 9.1.1 Project Meetings

CONSULTANT will organize, attend, and facilitate meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, CONSULTANT will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. CONSULTANT will consult with the County’s project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project:

- Kickoff Meeting: At the start of the project, CONSULTANT will organize a kickoff meeting with all key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member’s roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. The kickoff meeting will ensure that everyone on the project team is on the same page regarding project delivery and execution.
- PDT Meetings: The project development team (PDT) meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include CONSULTANT’s Project Manager, CONSULTANT task leads as needed, County and Caltrans staff and other stakeholders as necessary.
- Technical Coordination Meetings: CONSULTANT will coordinate technical issues with the County, Caltrans and others through meetings and correspondence.

Deliverables: Meeting Notices, Agendas, Exhibits, and Minutes

Task 9.1.2 Progress Reports

CONSULTANT will prepare Progress Reports to record the progress of the project and as supporting data for invoices presented monthly to the County. The Progress Report will include

accomplished tasks for the month, anticipated progress for the next month, pending issues/resolutions, and schedule completion target dates. CONSULTANT will include Progress Reports with the monthly invoices.

Deliverables: Monthly Progress Reports

Task 9.1.3 Progress Schedule

CONSULTANT will, within 2 weeks of Notice to Proceed, provide a detailed baseline schedule to the County for review and comment. The schedule will be prepared using Microsoft Project and will show contracted tasks/milestones with dependencies and durations, critical path tasks and responsibility assignments. Subsequent to establishing the baseline schedule, CONSULTANT will update the schedule on a monthly basis, to coincide with the PDT meetings.

Deliverables: Project Schedule

Task 9.1.4 Project Administration

CONSULTANT will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system: CONSULTANT will structure the accounting system in accordance with the County's invoicing and tracking needs.
- Prepare Subconsultant agreements: CONSULTANT will execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor Subconsultant progress and review/approve invoices: CONSULTANT will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.

Task 9.1.5 Quality Control

CONSULTANT will have a quality management plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently checked. Exhibits and plans will also be checked, corrected, and back-checked for accuracy and completeness. CONSULTANT will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

Deliverables: Quality Management Plan

Task 9.2 Surveying and Right of Way Mapping

Task 9.2.1 Land Surveys

Based on the full interchange project footprint, CONSULTANT will facilitate the delivery of a strip aerial based photogrammetric survey of the proposed project. The width of the survey will cover an approximately 250' wide strip along the alignment. Photogrammetric survey will include a color ortho-rectified image, full planimetrics, 1' contours and a 3D surface. Survey will include the setting of ground control aerial panels along the project limits and random survey check shots to confirm contours and surface details.

CONSULTANT will augment the aerial based survey with conventional ground surveys along the preferred alignment. Items to locate will include but are not limited to, ground cross-section profiles, drainage, waterways, utilities, roadway improvements, conforms, and other key design features.

Deliverables: Photogrammetric Topographic Base File; Color Ortho-Rectified Image; Point Files; DTM and 3D Surface File; Supplemental Topographic Mapping

Task 9.2.2 Preliminary Boundary and Right of Way Surveys

CONSULTANT will research and review record right of way and property maps including deed documents along the preferred alignment. For this phase of the project, CONSULTANT

will map the record right of way and adjacent properties from readily available maps, deeds, subdivision maps, and other public records to prepare a preliminary boundary and right of way base map. CONSTULTANT will perform field surveys to locate sufficient monuments of record to resolve and map the record right of way and affected property boundaries along the preferred alignment. CONSTULTANT will prepare a right of way and boundary base drawing in AutoCAD format that will include right of way details, property owner information such as assessor's parcel numbers, street address and current ownership references. CONSTULTANT will work with the County to coordinate access onto private properties to perform field surveys as needed. Title reports are not expected to be used for this phase of the project. Title reports will become necessary in future phases of the project to fully resolve all properties, exceptions, dedications, easements and other constraints.

Deliverables: Right of Way Base File; Maps and Property Documents

Task 9.3 Environmental Technical Studies

Task 9.3.1 Natural Environment Study

A CONSULTANT biologist will conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. In addition, literature research will be conducted to determine the potential for sensitive plant and animal species in the project area. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. Based on initial research and experience with projects in this area, tricolored blackbird, a State listed as Threatened species, are expected to be found in the project area. CONSULTANT will conduct fieldwork appropriate to the season to maximize the ability to detect and positively identify sensitive species. CONSULTANT will prepare a Natural Environment Study in accordance with the Caltrans approval format. This study will include a description of the field methods used and the results of the biological assessment of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found on the site, CONSULTANT will prepare and include in the study a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. The report also will contain tables describing sensitive species and their habitats that are present or potentially present; it also will identify and assess project impacts on the existing biological resources, including any sensitive species. Mitigation measures will be included as necessary.

Deliverables: Natural Environment Study

Task 9.3.1.1 Aquatic Resources Delineation Report

In addition to the general biological surveys for the Natural Environment Study, CONSULTANT will conduct a delineation of jurisdictional aquatic resources including Waters of the United States, Waters of the State, and CDFW jurisdictional habitats. The delineation will be conducted in accordance with USACE, RWQCB and CDFW protocols for delineation of the Ordinary High Water Mark and wetland indicators. The CONSULTANT will record delineation efforts in the field with GPS including the boundaries of each aquatic resource within the proposed project area.

Deliverables: Aquatic Resources Delineation Report

Task 9.3.2 Historic Property Survey Report/Archaeological Survey Report

CONSULTANT will complete cultural resource efforts in compliance with Section 106 of the NHPA and will follow the requirements set forth in the Caltrans Environmental Handbook

Volume II, Cultural Resources and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-aid Highway Program in California.

A CONSULTANT archaeologist will prepare a HPSR/ASR according to Caltrans specifications. This report will describe the results of Native American Consultation, research and field methods used in identifying cultural resources, the archaeological and historic resources identified in the project vicinity, and the potential of the project to adversely impact any archaeological or historic resources.

Deliverables: Historic Property Survey Report/Archaeological Survey Report

Task 9.3.3 Historic Resources Evaluation Report (HRER)/Finding of Effect (FOE)

The project has the potential to impact the existing railroad line. The line is more than 45 years of age and therefore requires evaluation to determine if it is a historic property as defined by Section 106 of the NHPA or a historical resource as defined by CEQA. If the evaluation determines that the line is a historic property or historical resource, then an analysis of the project's potential to adversely affect it will be required. CONSULTANT will prepare a Caltrans formatted HRER and FOE to evaluate all historic (non-Native American) resources present within the project area. These resources will be documented in the HRER and evaluated for its eligibility to be listed in the NRHP and CRHR. A FOE will be issued based on these evaluations.

Deliverables: Historic Resources Evaluation Report/Finding of Effect

Task 9.3.4 Noise Study Report

CONSULTANT will prepare a Noise Study Report consistent with the Caltrans Noise Analysis Protocol and Technical Noise Supplement (TeNS) to address the project's potential effects on existing and future noise conditions, including construction impacts. CONSULTANT has identified potential sensitive receptors to the east of the potential overcrossing. Focused attention will be given to these sensitive receptor groups during noise analysis conducted for the Noise Study Report.

A CONSULTANT noise specialist will conduct ambient noise level measurements to establish the existing noise environment at representative receptor locations. Short-term (15-minute) noise level field measurements will be made at up to four locations to document the existing noise environment and to calibrate the traffic noise model. Observations of barriers, terrains, building heights, and other site-specific information will be noted during each measurement period. Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels (Lmax) and the frequency of occurrence at adjacent receptor locations. Analysis requirements will be based on the sensitivity of the project study area and the Noise Ordinance specifications of the County.

The FHWA TNM, Version 2.5, will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and Build Alternative. Model input data include peak-hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. Existing roadway traffic noise will be calculated as baseline conditions, using concurrent traffic counts obtained during ambient noise level measurement. The future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided in the traffic study, whichever is lower.

Noise abatement measures (noise barriers) designed to reduce long-term traffic noise impacts by 5 dBA or more, as required to be feasible, will be evaluated. The total reasonable allowance will be calculated for each noise barrier.

Deliverables: Noise Study Report

Task 9.3.5 Noise Abatement Decision Report

CONSULTANT will prepare a NADR using the conclusions and feasibility information from the Noise Study Report. The NADR will provide a recommendation for which abatement strategies are reasonable based on cost and guidance from the Caltrans Traffic Noise Analysis Protocol. The report will be approved by a California licensed professional civil engineer and will follow the Caltrans template.

Deliverables: Noise Abatement Decision Report

Task 9.3.6 Air Quality Report

The Environmental Protection Agency has classified the SVAB portion of Placer County as a severe nonattainment area with regard to the federal 8-hour O₃ standard. For the federal CO and PM_{2.5} standards, the EPA has classified this area as a moderate maintenance (CO) and nonattainment area (PM_{2.5}). The EPA has classified all of Placer County as an attainment area for the federal PM₁₀ standard (U.S. EPA 2013). As such, CONSULTANT will prepare an Air Quality Report for the project's operation and construction in accordance with Caltrans guidelines. CONSULTANT will also work with the County to prepare the appropriate IAC documentation, as needed, for the project.

Deliverables: Air Quality Report

Task 9.3.7 Air Quality Conformity Analysis

CONSULTANT will prepare an AQCA following the guidelines in the Caltrans Standard Environmental Reference, Chapter 11. The AQCA will include a summary of the IAC, results of the Air Quality Report, the project's consistency with the State Implementation Plan, and identification of mitigation measures as needed.

Deliverables: Air Quality Conformity Analysis

Task 9.3.8 Community Impact Assessment & Relocation Impact Statement

CONSULTANT will prepare a CIA to document potential impacts that the project could have to the local community, and minority and low-income populations and to evaluate the potential for the project to generate public controversy. This report will evaluate the land use takes, changes in the noise and visual environment, and impacts on cultural/biological resources that may be important to the community. Pursuant to NEPA requirements, impacts to low-income population will be evaluated consistent with federal Environmental Justice policy. The CIA will be based on current Caltrans Guidelines (Environmental Guidelines Volume 1, Chapter 24 – Community Impacts) and will discuss social impacts, businesses and residences affected by the project, and community resources such as schools, parks, and emergency services. If relocations are required, CONSULTANT will prepare a Relocation Impact Statement.

Deliverables: Community Impact Assessment & Relocation Impact Statement

Task 9.3.9 Visual Impact Assessment

A VIA will be prepared by CONSULTANT due to the project potential to add high ramp embankments, bridges, and large retaining walls. The analysis will be performed using a matrix to compare visual resources within defined landscape units, and will include: visual quality and character, the viewers and viewpoints, and changes in vividness, intactness, and unity. The report will include the following graphics: a vicinity map, the landscape units, representative

photographs, and a map of representative photograph locations. Visual simulations of the project will also be included. The VIA will be reviewed and approved by an on staff licensed Landscape Architect prior to submittal to Caltrans for review.

Deliverables: Visual Impact Assessment

Task 9.3.10 Water Quality Assessment Report

CONSULTANT will prepare a Water Quality Assessment Report to address the potential project impacts on water quality due to the increased impervious surfaces, based on Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The assessment will discuss receiving waters conditions, objectives, and beneficial uses, as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan.

Deliverables: Water Quality Assessment Report

Task 9.3.11 Farmlands Technical Memorandum

Farmlands surrounding the project site are considered Farmlands of Local Importance and portions of farmland would be converted to nonagricultural use. To comply with the provisions of the Federal Farmland Protection Policy Act, consultation with the USDA NRCS will be necessary. CONSULTANT will prepare a memorandum analyzing impacts to farmland along with completion of form AD 1006 to determine significance of potential impacts from conversion of local farmland.

Deliverables: Farmlands Technical Memorandum

Task 9.4 Environmental Document

Task 9.4.1 Notice of Preparation

The CONSULTANT will prepare a Notice of Preparation (NOP) for the Environmental Impact Report (EIR) which will be circulated to all CEQA responsible agencies. The NOP will provide responsible agencies with a description, location, and potential environmental impacts for the project. The NOP will be certified mail to each responsible agency as well as every federal agency that is involved in approving or funding the project. Additionally, each Trustee Agency responsible for natural resources affected by the project will also be mailed a copy of the NOP. Newspaper posting fees are not included in the CONSULTANT fee at this time.

The CONSULTANT will conduct outreach and organize an NOP Scoping Meeting. The meeting will have CONSULTANT staff in attendance to meet with participants and answer questions. The CONSULTANT will provide meeting material, including maps, exhibits, and comment forms. A summary of comments and meeting minutes will be provided to the County and Caltrans after the Scoping Meeting and these records will be included as an attachment to the draft EIR.

Deliverables: Notice of Preparation and Summary of Public/Agency Comments

Task 9.4.2 Draft Environmental Impact Report

The CONSULTANT will incorporate the purpose and need, project description, and the technical studies into the draft EIR. CONSULTANT will prepare sections for Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. The draft EIR will determine if the project has any other significant impacts on the environment under State standards, identify potential mitigation measures for such impacts, and determine all feasible mitigation measures to reduce all other impacts below a level of significance.

Deliverables: Draft Environmental Impact Report

Task 9.4.3 Public Circulation

Once the draft EIR has been approved by both the County and Caltrans, it will be circulated for public review for a period of 45 days. The EIR has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the EIR. CONSULTANT will coordinate the preparation of the distribution list with the County and Caltrans. Pursuant to CEQA requirements, CONSULTANT will prepare a Notice of Availability (NOA) for the draft EIR. This notice, along with the draft EIR and technical studies, will be made available at the County offices, the Public Library, and electronically during a 45-day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse. Newspaper posting fees are not included in the CONSULTANT fee at this time.

To satisfy the requirements of the EIR, CONSULTANT will conduct a public hearing during the 45-day circulation of the environmental document. This hearing will explain the purpose of the project, why it is needed, what is being proposed, and the environmental impacts of the project. CONSULTANT will advertise the hearing in the local newspaper, with posted fliers, and direct mailings, as needed, to ensure maximum attendance and participation at the meeting. The hearing will either be in-person or virtual and will consist of a brief presentation followed by questions directed to technical experts on the project. Comments will be collected and summarized for the County's consideration.

Deliverables: Notice of Completion, Notice of Availability, Notice of Intent, and Public Hearing Mailers and Materials

Task 9.4.4 Response to Public Comments

At the close of the public review period for the draft EIR, CONSULTANT will meet with County and Caltrans staff to review any comments on the EIR that were received, and to discuss potential responses to these comments. CONSULTANT will then formulate responses to the comments on the EIR. Once draft responses to comments are completed, they will be submitted to the agencies' staff for review and comment. The agencies' comments will be incorporated into the response to comments document, which will be submitted to Caltrans as an appendix in the EIR.

Deliverables: Response to Public Comments

Task 9.4.5 Final Environmental Impact Report

Following public review of the draft EIR, the final EIR will be prepared by the CONSULTANT. Prior to action on the EIR, CONSULTANT will assist the County and Caltrans to prepare appropriate findings and the Administrative Record.

Deliverables: Final Environmental Impact Report

Task 9.4.6 CEQA Finding of Fact and Statement of Overriding Considerations

CONSULTANT will draft findings of fact pursuant to State CEQA Guidelines Section 15091 for each of the significant effects identified in the final EIR. The findings will describe the effect, cite one or more applicable findings under Section 15091, and describe the evidence that supports the selected findings. The findings will also explain why other project alternatives have been found infeasible by the County and Caltrans. CONSULTANT will coordinate the drafting of these findings with County and Caltrans Staff.

CONSULTANT will also prepare a Statement of Overriding Considerations to address any significant effects of the project that are unavoidable, explaining the economic, legal, social, technological, or other benefits of the project that outweigh its unavoidable environmental impacts. The statement will be based on substantial evidence in the record. CONSULTANT will

work with the County's and Caltrans' legal counsel in preparing the findings and statement of overriding considerations CONSULTANT will also assist the County with up to two (2) Staff Report and Resolutions. To complete the CEQA process, CONSULTANT will file a Notice of Determination (NOD) with the County Recorder's Office within 5 days of approval of the final EIR (pursuant to CEQA guidelines). NOD filing fees are not included in the CONSULTANT fee at this time.

Deliverables: Finding of Fact, Statement of Overriding Considerations, and NOD

Task 9.4.7 Draft NEPA Complex Environmental Assessment (EA)

The CONSULTANT will incorporate the purpose and need, project description, and the technical studies into the draft complex EA. CONSULTANT will prepare sections for the Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. The draft EA will determine if the project has any other significant impacts on the environment under Federal standards, identify potential mitigation measures for such impacts, and determine all feasible mitigation measures to reduce all other impacts below a level of significance. This task includes reviews of the draft complex EA by the County and County legal, Caltrans District 3, Caltrans Headquarters, and Caltrans legal. The CONSULTANT will make all revisions that are prompted from reviews.

Deliverables: Draft NEPA Complex EA

Task 9.4.8 Public Circulation

Once the draft complex EA has been approved by both the County and Caltrans, it will be circulated for public review for a period of 30 days. Caltrans will circulate the draft complex EA to other public agencies for comments. A NOA and copies of the draft complex EA will be sent to all cooperating and participating agencies. Copies will also be sent to any groups or individuals who have requested the document. The NOA and the draft complex EA will be submitted to the State Clearinghouse, Governor's Office of Planning and Research (OPR) along with a Notice of Completion (NOC) and OPR Summary Form via CEQA Submit. The County will place a notice in the newspaper(s) advising the public of the availability of the complex EA and where information concerning the action may be obtained. The notice invites comments from all interested parties. Comments must be submitted in writing within 30 days of the publication unless Caltrans determines otherwise. The complex EA has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the complex EA. CONSULTANT will coordinate the preparation of the distribution list with the County and Caltrans.

Deliverables: Notice of Completion and Notice of Availability

Task 9.4.9 Response to Public Comments

At the close of the public review period for the complex EA, CONSULTANT will meet with County and Caltrans staff to review any comments on the environmental document that were received, and to discuss potential responses to these comments. CONSULTANT will then formulate responses to the comments on the environmental document. Once draft responses to comments are completed, they will be submitted to the agencies' staff for review and comment. The agencies' comments will be incorporated into the response to comments document, which will be submitted to Caltrans as an appendix in the environmental document.

Deliverables: Response to Public Comments

Task 9.4.10 Final NEPA Complex EA/ Finding of No Significant Impact (FONSI)

Following public review of the draft complex EA, a final complex EA will be prepared by the CONSULTANT. The most likely outcome is the preparation of a FONSI under NEPA. Prior to action on the complex EA, CONSULTANT will assist the County and Caltrans to prepare appropriate findings and the Administrative Record.

This task includes reviews and revisions by the County and County legal, Caltrans District 3, Caltrans Headquarters, and Caltrans legal.

CONSULTANT will prepare a FONSI to document the reasons for deciding that the project will not have a significant effect on the environment. The statement will be based on substantial evidence in the record. CONSULTANT will work with the County's and Caltrans' legal counsel in preparing the findings and finding of no significant impact. CONSULTANT will also assist the County with up to two (2) Staff Report and Resolutions.

Deliverables: Final NEPA Complex EA and FONSI

Task 9.5 Engineering Studies

Task 9.5.1 Traffic Operations Analysis Report

The study area for the SR 65/South Beale Road interchange includes the following study intersections.

1. Forty Mile Road/SR 65 Northbound Ramps
2. Forty Mile Road/SR 65 Southbound Ramps
3. SR 65/Rancho Road/Morrison Road
4. SR 65/South Beale Road
5. Bradshaw Road/South Beale Road
6. SR 65/Oakley Lane

Typically, traffic counts need to be collected close to when the Notice of Preparation for the environmental document is published. As a result, this scope of work includes collecting new traffic counts in case the traffic counts used in the traffic analysis for the Project Study Report are out-of-date. CONSULTANT will collect two days of two-hour AM and PM peak period turning movement traffic counts at the study intersections. The traffic counts will include trucks, bicycles, and pedestrians. The counts will be collected on midweek days (Tuesday, Wednesday, or Thursday) with good weather while schools are in session. CONSULTANT will record the number of train crossings and duration of gate pre-emption at the at-grade UPRR crossing on South Beale Road for two full days (i.e., 48 hours).

CONSULTANT will conduct field observations at the study locations to confirm lane configurations, pedestrian and bicycle facilities, posted speeds, etc. and to observe AM and PM peak hour conditions. CONSULTANT will obtain collision data for SR 65 in the study area from Caltrans for the most recent five-year period.

Traffic operations at the study intersections and freeway segments will be analyzed consistent with the methodology published in the Highway Capacity Manual (Transportation Research Board, 2022). The Synchro/SimTraffic traffic analysis software will be applied to determine intersection operations using microsimulation of vehicles at the study intersections. Traffic simulation analysis provides detailed results for intersection queuing and can show the effect of train crossings on intersection operations. Since the SR 65 freeway is not expected to be congested in the near-term, the deterministic methods used in the HCS 2022 traffic analysis software will be applied to determine freeway and highway operations (rather than a microsimulation software).

At study intersections, the AM and PM peak hour delay, level of service, and queue length will be reported for each movement. For study freeway segments, the AM and PM peak hour average density and level of service will be reported. For study two-lane highway segments, the AM and PM peak hour percent followers and level of service will be reported.

CONSULTANT will prepare a draft technical memorandum that describes the data collection, analysis methodology, and existing conditions analysis.

CONSULTANT will use the Yuba County travel demand model to develop traffic volume forecasts for the SR 65/South Beale Road interchange study area. The model is currently being revised, so CONSULTANT will work with County staff to determine the appropriate version to use. CONSULTANT will review the model to confirm the appropriate roadway network and land use assumptions in the project area.

For the cumulative conditions model, CONSULTANT will ensure that the reasonably foreseeable roadway and development projects are included. CONSULTANT will prepare opening year and design year forecasts for the no build and up to three build alternative scenarios that could include interim phases of a build alternative. AM and PM peak hour forecasts will be prepared for intersections and freeway/highway segments in the study area.

From the travel demand model, CONSULTANT will prepare vehicle miles of travel (VMT) estimates for the project alternatives. The framework for transportation analysis for state highway projects is evolving rapidly. CONSULTANT'S other projects on the state highway system are grappling with several changes to this framework, including the analysis of induced travel in response to changes to CEQA that are the outcome of SB 743. Based on current guidance, CONSULTANT will provide recommendations for the forecasting work needed in the PA&ED project phase.

CONSULTANT will prepare a draft technical memorandum that describes the forecast methodology, forecast volumes, and VMT and other performance measures.

Using the traffic forecasts, CONSULTANT will analyze intersection and freeway operations for the AM and PM peak hours under opening and design year conditions. The no build alternative and up to two build alternatives will be analyzed.

For the build alternatives, the following intersections will be included:

- South Beale Road/SR 65 Northbound Ramps
- South Beale Road/SR 65 Southbound Ramps
- Nearby intersections located along South Beale Road west or east of the interchange that intersect at-grade (for example, Rancho Road, Bradshaw Road, Morrison Road)

At intersections, the AM and PM peak hour intersection delay and level of service will be reported for each movement. For freeway segments, the AM and PM peak hour average density and level of service will be reported.

In addition to the traffic operations analysis, CONSULTANT will conduct a safety assessment of the build alternatives and discuss the potential impact to pedestrian, bicycle, transit, and rail networks. CONSULTANT will prepare the traffic index for pavement design.

CONSULTANT will prepare a Traffic Operations Analysis Report (TOAR) that documents the data collection, existing conditions analysis, travel demand forecasts, and future conditions analysis. The report will provide tables that summarize the analysis findings and figures to show traffic volumes.

Deliverables: Methodology Memorandum; Existing Conditions Memorandum; Traffic Operations Analysis Report

Task 9.5.2 Preliminary Drainage Report

CONSULTANT will conduct a preliminary drainage investigation to determine the existing drainage patterns and storm drain facilities in the project area, including existing channels/ditches, pipe/culvert locations, sizes, local rainfall intensities, and flows. This information will be obtained through a combination of field reconnaissance, County/Caltrans staff, as-built records and the project files prepared by the County/Caltrans. After reviewing the existing drainage conditions, on- and off-site hydrologic and hydraulic analyses will be conducted for the existing and post-project condition, emphasizing the primary objective of maintaining existing flow patterns and runoff amounts.

The on-site analyses will include identifying where new facilities are needed and where existing facilities can be reused, developing drainage boundaries for the areas within the project limits, developing flows for each facility based on Caltrans hydrology standards, and identifying where new/retrofitted storm drain facilities are needed. A comparison of existing versus proposed peak flows will also be performed and will become the basis of the retention design.

A Draft Preliminary Drainage Report for the project will be prepared to document the hydrologic and hydraulic analysis and will provide a detailed discussion of the following: existing conditions and facilities in the project area, the on-site hydrologic analyses, existing and post-project drainage patterns, flood conditions, results of the on-site hydraulic analyses (including basin sizing) and any issues of special concern or significance.

Deliverables: Preliminary Drainage Report

Task 9.5.3 Life Cycle Cost Analysis

CONSULTANT will prepare a Life Cycle Cost Analysis (LCCA) for roadway improvements using the most recent Caltrans RealCost program (currently Version 2.5.4CA). The LCCA will identify the lowest cost pavement alternative for the roadway improvements among different pavement types, design periods with relevant costs which include initial construction, future maintenance and rehabilitation, and user costs (public's time and vehicle costs). The results of the LCCA will be documented on Caltrans' Life Cycle Cost Analysis Form.

Deliverables: Life Cycle Cost Analysis

Task 9.5.4 Design Support for Environmental

CONSULTANT will support the environmental process by providing engineering data and graphics to the environmental team, reviewing submittals for consistency with the design, and reviewing mitigation measures to ensure that they are reasonable and can be implemented.

Deliverables: Engineering Data and Graphics to Support Environmental Documentation

Task 9.5.5 Preliminary Geotechnical Design and Materials Report

CONSULTANT will review readily-available geotechnical information and published geologic mapping, obtain bulk near-surface soil samples by hand-excavation at several locations along the proposed roadway alignments, perform laboratory testing on the bulk samples to evaluate preliminary project soil corrosion potential and pavement support characteristics, perform preliminary engineering analyses, and develop preliminary geotechnical design recommendations for the proposed project elements. Specifics of our engineering analysis will depend on forthcoming project design details and available geotechnical information.

CONSULTANT will prepare a PGDMR to include (but not be limited to) the following:

- Scope of work summary and project description.
- Site Plan showing near-surface soil sample locations.
- Results of laboratory testing.
- Site geology and anticipated subsurface conditions.

- Preliminary seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
- Preliminary geologic hazard evaluation (liquefaction, lateral spreading, etc.) based on existing geotechnical data.
- Preliminary geotechnical design recommendations for retaining walls/sound walls, including recommended foundation type(s) and associated design parameters.
- Preliminary approach embankment material and earthwork recommendations.
- Preliminary pavement structural section recommendations based on Traffic Indices provided by the design engineer.
- Geotechnical investigation recommendations for design-level GDMR analysis and final project recommendations.

Deliverables: Preliminary Geotechnical Design and Materials Report

Task 9.5.6 Preliminary Bridge Foundation Report

CONSULTANT will review readily-available geotechnical information and published geologic mapping, obtain bulk near-surface soil samples by hand-excavation at several locations along the proposed roadway alignments, perform laboratory testing on the bulk samples to evaluate preliminary project soil corrosion potential, perform preliminary engineering analyses, and develop preliminary geotechnical design recommendations for the proposed project elements. Specifics of our engineering analysis will depend on forthcoming project design details and available geotechnical information.

CONSULTANT will prepare up to six (6) PFRs to include (but not be limited to) the following:

- Scope of work summary and project description.
- Site Plan showing near-surface soil sample locations.
- Results of laboratory testing.
- Site geology and anticipated subsurface conditions.
- Preliminary seismic study (in accordance with the latest Caltrans Seismic Design Criteria).
- Preliminary geologic hazard evaluation (liquefaction, lateral spreading, etc.).
- Preliminary geotechnical design recommendations for structure foundations, including recommended foundation type(s).
- Geotechnical investigation recommendations for design-level FR analysis and final project recommendations.

Deliverables: Preliminary Foundation Report

Task 9.5.7 Phase I Environmental Site Assessment (ESA)

CONSULTANT will perform research to estimate the existing potential for impacts to the project Site (i.e., levels of hazardous materials/wastes warranting regulatory cleanup action) from the presence of hazardous materials/wastes on, or within, the vicinity of the Site. For the purposes of this Phase I ESA, the “vicinity” of the Site is defined as properties located within ¼-mile of the Site. The guidelines used for the definition of hazardous materials/wastes are presented in the California Code of Regulations, Title 22. The Phase I ESA will be performed in general accordance with American Society for Testing and Materials (ASTM) Designation E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

CONSULTANT will prepare a Phase I ESA to include (but not be limited to) the following:

- Perform a reconnaissance of the Site to assess conditions for the presence, or make visual observations of indicators of the potential existing presence, of hazardous materials, hazardous wastes, or soil and/or groundwater impacts on the Site. These indicators include, but are not limited to, 55-gallon drums, USTs and aboveground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored surficial soils, electrical transformers that may contain polychlorinated biphenyls (PCBs), and

areas conspicuously absent of vegetation. Provisions for a survey of wetlands delineation, asbestos, lead-based paint, lead in drinking water, radon gas, and methane gas are not provided in this scope of services.

- Perform a visual survey of the adjacent properties from the Site and from public thoroughfares to observe general types of land use surrounding the Site.
- Review the Standard Environmental Records Sources: Federal and State referenced in American Society for Testing and Materials (ASTM) Designation E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process to obtain information regarding the potential presence of hazardous materials/wastes on the Site or on properties located within the approximate minimum search distance specified for each source.
- Review reasonably ascertainable regulatory agency files the Site and/or properties in the vicinity of the Site whose environmental conditions might potentially impact the Site. The sources for these files may include the Yuba County Environmental Health Department and the Regional Water Quality Control Board.
- Review pertinent and reasonably ascertainable information sources to evaluate physiographic, geologic, and hydrogeologic conditions in the vicinity of the Site.
- Review and interpret reasonably ascertainable historical aerial photographs to obtain information concerning the historical use of the Site and adjacent properties.
- Review United States Geological Survey (USGS) topographic maps to obtain information relative to the topography of the Site, as well as previous development and uses of the Site and properties located in the vicinity of the Site.
- Review documents provided by the County at the County's discretion. Potentially useful documents may include geotechnical, geologic, and environmental reports, Site plans, plot plans, and correspondence with regulatory agencies.
- Conduct interviews by telephone or in writing with present and past tenants/owners of the Site to evaluate activities conducted at the Site with regard to the use, generation, storage, or disposal of hazardous materials/wastes onsite.
- Prepare a report summarizing the findings of the Phase I ESA which will qualitatively describe the potential for environmental impairment of the Site. If necessary, the report will also provide recommendations for additional environmental services.

Deliverables: Phase I Environmental Site Assessment

Task 9.5.8 Phase II Environmental Site Assessment

CONSULTANT will prepare a Phase II ESA to include (but not be limited to) the following:

- Advance 10 soil borings along the existing roadway shoulders using hand-auger sampling equipment. Collect soil samples from the roadway shoulders at depth intervals of 0 to 1 and 1 to 2 feet from each boring. Collect soil samples from the hand auger and transfer the samples to Ziploc® re-sealable plastic bags. Field homogenize the soil samples.
- Collect 20 surface soil samples from within the proposed roadway alignments using hand-auger sampling equipment. Collect soil samples from the hand auger and transfer the samples to laboratory-provided 4-ounce glass jars.
- Advance four soil borings near the existing railroad corridor using hand-auger sampling equipment. Collect soil samples from near the roadway shoulders at depth intervals of 0 to 1 and 3 to 4 feet from each boring. Collect soil samples from the hand auger and transfer the samples to stainless steel sampling sleeves.
- Label each sample and place it in an ice chest to be delivered to the analytical laboratory under standard chain-of-custody documentation. Backfill the borings with the excavated soil materials. Note general soil types encountered in the borings on the daily field log.
- Perform quality assurance/quality control procedures during the field exploration activities. These procedures include decontamination of sampling equipment before each sample is collected, and providing chain-of-custody documentation for each soil sample submitted to the laboratory. Decontaminate the soil sampling equipment between each sample by washing the equipment with an Alconox® solution followed by a double rinse with deionized water. Discharge the rinse water to ground surface areas within the right-of-way which do not slope to drainage inlets or surface water bodies.

- Analyze each soil sample from the existing roadway shoulder for total lead following EPA Test Method 6010B (40 samples).
- Analyze samples with total lead concentrations between 50 and 1,000 milligrams per kilogram (mg/kg) for soluble lead using the WET method, EPA Test Method 7000, where necessary (assume six samples).
- Analyze soil samples with total lead concentrations greater than 1,000 mg/kg for TCLP soluble lead, where necessary (assume one sample).
- Analyze surface samples from the proposed roadway alignment for organochlorine pesticides following EPA Test Method 8081A and total arsenic following EPA Test Method 6010B (20 samples).
- Analyze each soil sample from near the existing railroad corridor for heavy metals, organochlorine pesticides, diesel-range and motor oil-range organics, semi-volatile organic compounds, and polychlorinated biphenyls (eight samples). Select samples may be analyze for soluble metals based on the results of the total metals analysis (assume four samples).
- Prepare a report to present the findings and conclusions.

Deliverables: Phase I Environmental Site Assessment

Task 9.5.9 Value Analysis

CONSULTANT will conduct a Value Analysis (VA) Study based on the guidance in Chapter 19 of the PDPM, and as detailed in the Caltrans VA Team Guide and Report Guide. The VA Study will be conducted over the course of a 5-day period. Tasks will include: provide a qualified, independent Certified Value Specialist (CVS) team leader to lead the VA Study in accordance with Caltrans Value methodology; provide VA study documentation in accordance with the Caltrans VA Report Guide; ensure that applicable data and correspondence and any other relevant information necessary for the VA study is collected, developed and distributed; facilitate VA team meetings. The VA team leader will be responsible for leading the study meetings; developing the draft VA study charter; completing the Preliminary VA Report with input/review of team and technical reviewers; submitting Preliminary VA Report; coordinate responses to preliminary VA Report and prepare for an implementation meeting to resolve the disposition of the VA alternatives; finalize the VA Study Report; submitting the final VA Report; scheduling an implementation meeting. CONSULTANT will provide personnel to assist the VA Study team during the study. The County may provide an expert reviewer representing the County for the 5-day VA Study.

Deliverables: Value Analysis Study

Task 9.6 Community and Stakeholder Outreach

Task 9.6.1 Stakeholder Database and Ongoing Communications

CONSULTANT will develop and maintain a stakeholder database throughout the project's duration. This database will include stakeholder name, contact information as well as the preferred method of contact and potential key concerns and/or areas of study interest. CONSULTANT will document and respond to all electronic inquiries received through email, social media channels. CONSULTANT will work with the Yuba County and the project team to provide consistent and accurate messaging. A monthly log of inquiries and responses will be provided to the County.

Deliverables: Stakeholder Database; Inquires Log

Task 9.6.2 Community Workshop

CONSULTANT will be responsible for hosting and facilitating one (1) community workshop. Responsibilities will include logistics, facilitation, and documentation of community input. CONSULTANT will work with the County to develop facilitation plans/agendas, engagement activities and handouts and/or exhibits necessary to conduct the workshop. All documentation of

the workshops including keeping an accurate sign-in sheet, taking notes, and preparing meeting summaries for review and approval by the County shall also be the responsibility of the CONSULTANT. If it becomes necessary CONSULTANT can host this workshop virtually. CONSULTANT will coordinate with the County to ensure that the workshop is well advertised. In addition, CONSULTANT will work with the County's existing communication channels to disseminate project information and ensure that the community is informed throughout the project's duration. CONSULTANT will provide content to the County's for posting to the project webpage, calendar, and social media channels.

Deliverables: Handouts; Presentation Materials; Notifications

Task 9.6.3 Board of Supervisor Updates

CONSULTANT will work with the County to help update the Board of Supervisors regarding the project status. CONSULTANT will prepare meeting materials and assist the County in preparing staff reports and making presentations as needed and requested by the County.

Deliverables: Presentation Materials; Staff Reports

Task 9.6.4 Communication Collateral

CONSULTANT will develop outreach materials to inform the community about the project. These materials can include and will include an updated project info/fact sheet as well as other items promoting the workshop and engagement activities (social media images, invites, flyers). A template for each collateral item will be developed consistent that easily updated and sent or distributed through electronic means.

Deliverables: Communication Collateral

Task 9.7 Caltrans Project Report

Task 9.7.1 Geometric Concept Drawing

CONSULTANT will utilize the geometrics for the preferred alternative, and as-built information and records to identify all non-standard features of the existing facility and proposed project improvements for the interim project. As-built information and records will be obtained from Caltrans as part of this task. CONSULTANT will prepare a Draft GCD at 1" = 100' scale for up the preferred alternative utilizing existing available right of way information and topographic mapping. The GCD will include layouts, profiles, super-elevations, typical sections and traffic volume turning diagrams.

Deliverables: Geometric Concept Drawing

Task 9.7.2 Design Standard Decision Documents

CONSULTANT will evaluate the project for any non-standard features that are identified in the Caltrans Design Information Bulletin (DIB) 78. The DIB 78 will be used in conjunction with the Caltrans Highway Design Manual and compared to boldface and underlined standards. CONSULTANT will prepare Design Standard Decision Documents (DSDD) for any non-standard feature. The DSDD will be prepared in accordance with Chapter 21 of the Project Development Procedures Manual, "Design Standard Decisions."

Deliverables: Design Standard Decision Documents

Task 9.7.3 Location Map, Layouts, Profiles and Typical Sections (30% Plans)

CONSULTANT will prepare the necessary attachments for the Project Report, including a Location Map, Layouts, Profiles, and Typical sections. CONSULTANT will utilize the GCD developed to prepare 11" x 17" plan sheets of project layout, profiles, and typical sections. CONSULTANT will submit the Design A submittal to UPRR as part of the 30% plans.

Deliverables: Location Map, Layouts, Profiles, Typical Sections

Task 9.7.4 Storm Water Data Report

Compliance with Caltrans Statewide National Pollutant Discharge Elimination System (NPDES) Permit will be documented in the Storm Water Data Report (SWDR). The SWDR will be prepared to ensure that the programmed project includes sufficient right-of-way and budget for the required storm water controls.

CONSULTANT will develop a long-form PA&ED-level SWDR in accordance with the latest Caltrans Project Planning and Design Guide. The document will include:

- A description of the project and the major engineering features.
- A preliminary estimate of the Total Disturbed Soil Area (DSA), New Impervious Surface (NIS) Area, and Post Construction Treatment (PCT) Area.
- A determination of Risk Level and requirement for Treatment BMPs.
- A discussion of the stormwater quality issues specific to this project.
- A description of the probable design pollution prevention BMPs.
- A description of the probable permanent treatment BMPs, if required.
- A description of the probable maintenance and construction site BMPs.
- SWDR Summary Spreadsheets
- Maps and exhibits

CONSULTANT will work with the Caltrans District Storm Water Coordinator to circulate the draft document through the Maintenance, Landscape, and Storm Water units during review of the draft PR.

Deliverables: Storm Water Data Report (PA&ED Level)

Task 9.7.5 Traffic Management Plan Checklist

CONSULTANT will develop a conceptual plan for traffic handling to ensure that traffic operations are not adversely impacted at the project site including any California Highway Patrol (CHP) enforcement areas, and other systems related equipment. CONSULTANT will develop the Transportation Management Plan (TMP) Checklists to reflect the approved design elements and construction activities. The TMP Checklists will discuss the project's staging activities, traffic handling concepts and other impacts to the public. CONSULTANT will submit the TMP Checklists to Caltrans for approval. CONSULTANT will coordinate comments and input from Caltrans and the County to ensure the TMP covers the combined traffic impacts and plans to mitigate those impacts.

Deliverables: Traffic Management Plan Checklist

Task 9.7.6 Cost Estimates

CONSULTANT will prepare the Caltrans standard '11-page' format cost estimate for improvements of the project. CONSULTANT will include information on pavement structural section, drainage, retaining walls, erosion control and water pollution control BMPs, traffic signals, signage, traffic management plan, structures, and right of way costs in the estimate.

Deliverables: Caltrans 11 Page Estimate

Task 9.7.7 Risk Register

CONSULTANT will prepare a risk register for the project in Caltrans format. The risk register will identify the project risk, risk rating and mitigation. The Risk Register will function as a living document and will be updated throughout the Project Report phase as risks change.

Deliverables: Risk Register

Task 9.7.8 Right of Way Data Sheet/Utility Information Sheet

CONSULTANT will prepare the Right of Way Data Sheets for the project. CONSULTANT will prepare the Right of Way Utility Estimate Worksheet and Utility Information Sheets to support the Right of Way Data Sheets.

Deliverables: Right of Way Data Sheet; Utility Information Sheet

Task 9.7.9 Stage Construction Concept

CONSULTANT will complete a stage construction plan for the project. The stage construction concept will assist in determining constructability, staging sequencing, potential detours, construction schedule duration, project footprint, and costs associated with the project staging.

Deliverables: Stage Construction Concept

Task 9.7.10 Advanced Planning Studies

CONSULTANT will prepare Advance Planning Studies (APS) for up to two structure types for the preferred alternative for up to six (6) separate bridges. The plans will adhere to current Caltrans detailing and formatting requirements as specified in Section 3-2 “Advance Planning Studies” of Caltrans OSFP Information and Procedures Guide as well as in Caltrans Memo to Designers 1-8 “Advance Planning Studies”.

In general, the APS consists of a single plan sheet, an itemized structure cost estimate and completion of the “Consultant Prepared Structures Advance Planning Study Checklist” for each required bridge, culvert or retaining wall. The APS plan sheet (typically 11” x 17”) includes a plan view, elevation view and typical section of the structure with sufficient detail to determine structure limits, feasible structure type, structure depth, foundation locations and costs. The APS will include assessment of Accelerated Bridge Construction (ABC) implementation. The itemized structure cost estimate will be based on approximate quantity estimates using tables from Caltrans Bridge Design Aids manual.

Deliverables: Advanced Planning Studies

Task 9.7.11 Draft Project Report

CONSULTANT will prepare the Draft Project Report for the project in accordance with Caltrans “Preparation Guidelines for Project Report.” The document will discuss the proposed project, purpose and need, and provide an overview of impacts including environmental impacts and potential right of way impacts.

This task includes the preparation of a draft and final report for the DPR with a recommendation for circulation of the Environmental Document. The draft will be submitted to Caltrans and the County for review and comment. CONSULTANT will address the comments and produce the final DPR for approval and circulation with the Draft Environmental Document.

Deliverables: Draft Project Report

Task 9.7.12 Project Report

After circulation of the DPR, CONSULTANT will prepare a draft and final Project Report with the recommendation of approval of the project. The draft will be submitted to Caltrans and the County for review and comment. CONSULTANT will address the comments and produce the final Project Report.

Deliverables: Project Report

COUNTY OF YUBA
Dokken Engineering – State Route 65 / South Beale Road Interchange Project

Exhibit 2

Cost

TASK DESCRIPTION	DOKKEN ENGINEERING	FEHR & PEERS	UNICO ENGINEERING	AIM CONSULTING	ESA	GEOCON CONSULTANTS	GRAND TOTAL COSTS
TASK 1 - PROJECT MANAGEMENT	\$50,100						\$50,100
Task 1.1 Project Meetings	\$25,620						\$25,620
Task 1.2 Progress Reports	\$3,840						\$3,840
Task 1.3 Progress Schedule	\$3,840						\$3,840
Task 1.4 Project Administration	\$7,680						\$7,680
Task 1.5 Quality Control	\$9,120						\$9,120
TASK 2 - PROJECT SCOPING	\$29,310						\$29,310
Task 2.1 Data Collection and Review	\$5,870						\$5,870
Task 2.2 Document Level Determination	\$1,900						\$1,900
Task 2.3 Purpose and Need Development	\$6,320						\$6,320
Task 2.4 Field Review	\$6,890						\$6,890
Task 2.5 Define Project Study Area	\$8,330						\$8,330
TASK 3 - ENVIRONMENTAL DOCUMENTATION	\$37,220						\$37,220
Task 3.1 Hazardous Waste Initial Site Assessment (ISA) Checklist	\$2,920						\$2,920
Task 3.2 Environmental Constraints Analysis	\$20,200						\$20,200
Task 3.3 Preliminary Environmental Analysis Report	\$14,100						\$14,100
TASK 4 - ALTERNATIVES ANALYSIS	\$61,760		\$14,168				\$75,928
Task 4.1 Land Surveying	\$3,060		\$14,168				\$17,228
Task 4.2 Refined Conceptual Alternatives	\$30,520						\$30,520
Task 4.3 Cost Estimate	\$9,400						\$9,400
Task 4.4 Schedule	\$4,700						\$4,700
Task 4.5 Precise Plan	\$14,080						\$14,080
TASK 5 - ENGINEERING STUDIES	\$37,960	\$44,345					\$82,305
Task 5.1 Storm Water Data Report	\$10,860						\$10,860
Task 5.2 Traffic Engineering Performance Assessment	\$9,500	\$44,345					\$53,845
Task 5.3 Life Cycle Cost Analysis	\$9,300						\$9,300
Task 5.4 Survey Needs Questionnaire	\$3,480						\$3,480
Task 5.5 Utility A Letters and Base Mapping	\$4,820						\$4,820
TASK 6 - COMMUNITY AND STAKEHOLDER OUTREACH	\$11,660			\$49,074			\$60,734
Task 6.1 Stakeholder Database and Ongoing Communications	\$1,900			\$9,764			\$11,664
Task 6.2 Stakeholder Focus Group Meetings	\$2,840			\$18,013			\$20,853
Task 6.3 Community Workshop	\$3,320			\$11,226			\$14,546
Task 6.4 Communication Collateral	\$640			\$4,186			\$4,826
Task 6.5 Funding Strategy	\$2,960			\$5,885			\$8,845
TASK 7 - PROJECT STUDY REPORT - PROJECT DEVELOPMENT SUPPORT	\$81,070						\$81,070
Task 7.1 Transportation Planning Scoping Information Sheet	\$12,980						\$12,980
Task 7.2 Right of Way/Utilities Conceptual Cost Estimate	\$13,670						\$13,670
Task 7.3 Risk Register	\$8,180						\$8,180
Task 7.4 Design Scoping Index	\$2,960						\$2,960
Task 7.5 Draft PSR-PDS	\$27,380						\$27,380
Task 7.6 Final PSR-PDS	\$15,900						\$15,900
TOTAL BASE COST	\$309,080	\$44,345	\$14,168	\$49,074			\$416,667
TASK 8 - INTERIM PROJECT CLEARANCE (GRADE SEPARATION & OVERCROSSING) (OPTIONAL)	\$580,600	\$54,797	\$60,330	\$41,145	\$12,320	\$50,262	\$799,454
Task 8.1 Project Management	\$92,840						\$92,840
Task 8.2 Surveying and Right of Way Mapping	\$6,840		\$60,330				\$67,170
Task 8.3 Environmental Technical Studies	\$134,420				\$12,320		\$146,740
Task 8.4 CEQA and NEPA Clearance	\$9,230						\$9,230
Task 8.5 Engineering Studies	\$101,850	\$54,797				\$50,262	\$206,909
Task 8.6 Community and Stakeholder Outreach	\$8,760			\$41,145			\$49,905
Task 8.7 Caltrans Project Report	\$226,660						\$226,660
TASK 9 - FULL INTERCHANGE PA&ED PHASE (OPTIONAL)	\$1,690,150	\$75,381	\$67,624	\$41,145	\$20,840	\$103,360	\$1,998,500
Task 9.1 Project Management	\$190,360						\$190,360
Task 9.2 Surveys and Right of Way Mapping	\$12,000		\$67,624				\$79,624
Task 9.3 Environmental Technical Studies	\$512,120				\$20,840		\$532,960
Task 9.4 Environmental Document	\$315,630						\$315,630
Task 9.5 Engineering Studies	\$184,360	\$75,381				\$103,360	\$363,101
Task 9.6 Community and Stakeholder Outreach	\$10,320			\$41,145			\$51,465
Task 9.7 Caltrans Project Report	\$465,360						\$465,360
TOTAL OPTIONAL HOURS							
TOTAL OPTIONAL COST	\$2,270,750	\$130,178	\$127,954	\$82,290	\$33,160	\$153,622	\$2,797,954
TOTAL BASE + OPTIONAL HOURS							
TOTAL BASE + OPTIONAL COST	\$2,579,830	\$174,523	\$142,122	\$131,364	\$33,160	\$153,622	\$3,214,621