

*"Placerville, a Unique Historical Past Forging into a Golden Future"*

**City Manager's Report**  
**May 26, 2015 City Council Meeting**  
**Prepared by: Katy Reiersen, Associate Civil Engineer**



Item #: 8.9

**Subject: Adopt a Resolution of the City Council:**

1. Approving a Consulting Services Agreement with R.E.Y. Engineers, Inc. in an amount not to exceed \$545,473 for engineering design services and bid document preparation for the Upper Broadway Bike Lanes Project (CIP #41508) and authorizing the City Manager to execute same; and
2. Authorizing City staff to issue a Notice to Proceed to R.E.Y. Engineers, Inc. for Phase I – Preliminary Engineering in an amount of \$320,347; and
3. Authorizing City staff to pursue construction funding for the said project through the Federal and State Active Transportation Program (ATP) and Regional Active Transportation Program (Regional ATP), and
4. Approving an additional budget appropriation in the amount of \$225,000 CMAQ funds for the said project.

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**Background:**

On February 5, 2014 City staff submitted an application with the El Dorado County Transportation Commission (EDCTC) for funding of the Upper Broadway Bike Lanes Project, a project that would implement a segment of the City's adopted Non-Motorized Transportation Plan. The Project would widen Broadway from Schnell School Road to Point View Drive to allow for an increased shoulder width along westbound Broadway and a Class II bike lane on eastbound Broadway. The application was successful in receiving approved funding for the environmental and design phases of the project for \$575,000 from the federally funded Congestion Mitigation and Air Quality (CMAQ) program.

On July 9, 2014 the Federal Highway Administration (FHWA) issued approval for the obligation of \$350,000 in CMAQ funds for the Preliminary Engineering (PE) phase. Subsequently, Caltrans, acting as the federal funding oversight agency, issued a Program Supplemental Agreement (No. N018), which was approved by the City Council on August 26, 2014. At the same meeting the City Council approved the appropriation the \$350,000 in Federal CMAQ funds for the design of the Project.

**Discussion:**

On March 5, 2015, City staff issued a Request for Proposals (RFP) for Engineering Design and Environmental Consulting Services for the Upper Broadway Bike Lanes Project and received proposals from four consulting firms, Echelon Transportation Group, Omni-Means, Coastland and R.E.Y Engineers, Inc. The interview panel reviewed each proposal, conducted consultant interviews and ranked the firms for the project's required qualification-based selection process. The interview panel concluded that R.E.Y. Engineers, Inc. demonstrated the best project understanding and relevant experience with regards to the design requirements, the CMAQ funding process and the Non-Motorized Transportation Plan.

R.E.Y.'s proposal included a detailed scope, schedule and fee amounting to \$545,473 for Preliminary Engineering (inclusive of environmental review), Engineering, Right-of-Way, Bid Documents and Construction Engineering. After refining the scope and schedule with City Staff, the attached agreement was prepared and is recommended for approval. The total proposed fee is under the programmed CMAQ amount for environmental and design services, but exceeds the current obligation of \$350,000 for the Preliminary Engineering phase. In order to remain within the current funding constraints, negotiations with R.E.Y.'s contract and fees are shown below for each designated phase of the project:

Phase I – Preliminary Engineering (Includes Environmental Documentation)...	\$320,347
Phase II – Engineering and Right-of-Way.....	\$145,519
Phase II – Bid Documents.....	\$ 35,717
Phase IV – Construction Engineering.....	\$ 43,890

City Staff is recommending executing a contract with R.E.Y Engineers for the negotiated scope and fee in an amount not to exceed \$545,473 with issuance of a Notice to Proceed for Phase I – Preliminary Engineering only in the amount of \$320,347. Upon request and approval from Caltrans for additional CMAQ funding obligation within the programmed amount of \$575,000, an additional Notice to Proceed for Phases II, III, and IV would be issued.

The project estimated schedule is provided below. This timeline assumes Council's approval to move forward with the project at this meeting:

Notice to Proceed:.....	May 2015
Phase 1 – Preliminary Engineering:.....	May – December 2015
Phase 2 – Engineering and Right-of-Way .....	January 2016 – June 2016
Phase 3 – Bid Documents .....	July 2016 – December 2016
Advertise and Bid Project .....	January 2017 – March 2017
Award Construction Project.....	April 2017
Begin Construction .....	May 2017

Staff recommends approval of the project as outlined. Currently, the project does not have approved funding for construction, staff is also requesting approval to pursue construction funding through the Federal and State Active Transportation Program (ATP) through Caltrans and Regional Active Transportation Program (Regional ATP) through the Sacramento Area Council of Governments (SACOG). Staff believes this project would be competitive under both funding sources.

**Options:**

1. Approve the project as recommended and allow City staff to pursue additional funding for project construction through the ATP funding sources.
2. Recommend a revises scope of work and request staff bring back proposals based on the revised scope of work.
3. Do nothing and risk losing the funding for design of project that would improve pedestrian and bike safety in the corridor.

**Budget Impact:**

At its regularly scheduled meeting held on August 26, 2014, the City Council approved a \$350,000 budget appropriation for the Upper Broadway Bike Lane project (CIP #41508). Tonight, staff is recommending an additional \$225,000 budget appropriation to complete the design phase of the project for a total project budget of \$575,000.

To date, the project has encumbered the following costs:

R.E.Y. Engineers, Inc. - Proposed Contract	\$	545,473
John Driscoll (City Attorney)		104
Omni Means (Interim City Engineer)		1,430
Engineering Staff		3,933
<b>Total</b>	<b>\$</b>	<b>550,940</b>


As you can see, the \$550,940 in total encumbrances, including the proposed \$545,473 agreement with R.E.Y. Engineers, Inc., is well within the \$575,000 proposed project budget. With issuance of the Notice to Proceed for an amount of \$320,347 the total active encumbrances would equate to \$323,011, which is within the approved obligated funding amount of \$350,000.

**Recommendation:** Adopt a Resolution:

1. Approving a Consulting Services Agreement with R.E.Y. Engineers, Inc. in an amount not to exceed \$545,473 for engineering design services and bid document preparation for the Upper Broadway Bike Lanes Project (CIP #41508) and authorizing the City Manager to execute same; and
2. Authorizing City staff to issue a Notice to Proceed to R.E.Y. Engineers, Inc. for Phase I – Preliminary Engineering in an amount of \$320,347; and
3. Authorizing City staff to pursue construction funding for the said project through the Federal and State Active Transportation Program (ATP) and Regional Active Transportation Program (Regional ATP), and
4. Approving an additional budget appropriation in the amount of \$225,000 CMAQ funds for the said project.

  
Rebecca Neves, City Engineer

  
Pierre Rivas, Development Services Director

  
M. Cleve Morris, City Manager

Attachments:

1. Consultant Services Agreement
2. Exhibit 'A' – R.E.Y. Engineers Scope of Services (dated May 5<sup>th</sup>, 2015)
3. Exhibit 'B' – R.E.Y. Engineers Fee Schedule (dated 2015)
4. R.E.Y. Engineers – Project Schedule

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACERVILLE  
APPROVING A CONSULTING SERVICES AGREEMENT WITH R.E.Y. ENGINEERS,  
INC. IN AN AMOUNT NOT TO EXCEED \$545,473 FOR ENGINEERING DESIGN  
SERVICES AND BID DOCUMENT PREPARATION FOR THE UPPER BROADWAY  
BIKE LANES PROJECT (CIP #41508), AUTHORIZING ISSUANCE OF A NOTICE TO  
PROCEED WITH PHASE I – PRELIMINARY DESIGN SERVICES, AUTHORIZING  
CITY STAFF TO PURSUE FUNDING FOR THE CONSTRUCTION PHASE OF THE  
SAID PROJECT THROUGH THE FEDERAL AND STATE ACTIVE  
TRANSPORTATION PROGRAM AND REGIONAL ACTIVE TRANSPORTATION  
PROGRAM AND APPROVING A \$225,000 BUDGET APPROPRIATION**

**WHEREAS**, the Upper Broadway Bike Lanes Project (CIP #41508) is a project to improve pedestrian and bike access on Broadway between Schnell School Road and Point View Drive; and

**WHEREAS**, at its regular meeting on March 6, 2014, the El Dorado Transportation Commission (EDTC) programmed \$575,000 of Congestion Mitigation and Air Quality (CMAQ) funds for the environmental review and design phases of the Upper Broadway Bike Lanes Project; and

**WHEREAS**, at its regular meeting on June 24, 2014, the City Council approved the Program Supplement Agreement (No. N018) with the Department of Transportation which appropriated \$350,000 in funds from CMAQ program for preliminary engineering; and

**WHEREAS**, City Staff issued a Request for Proposals for engineering design, surveying, and public outreach services and it was determined that R.E.Y. Engineers, Inc. displayed the best qualifications, experience and project understanding to competently perform the services required for the project; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, City staff has determined that the provisions of these services provided by R.E.Y. Engineers, Inc. are in the public's best interest, and that these services are more economically and feasibly performed by an outside independent Consultant; and

**WHEREAS**, the CMAQ programmed funds are limited to the Phase I: Preliminary Engineering of the Project and therefore requires additional funding from other sources to complete the project; and

**WHEREAS**, City staff has identified potential funding sources available within the Federal and State Active Transportation Program and Regional Active Transportation Program.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Placerville does hereby:

1. Approve a Consultant Services Agreement with R.E.Y. Engineers, Inc. in an amount not to exceed \$545,473 for engineering and design services and bid document preparation

for the Upper Broadway Bike Lanes Project (CIP #41508) and authorizes the City Manager to execute same; and

2. Authorize City staff to issue a Notice to Proceed to R.E.Y. Engineers, Inc for Phase I – Preliminary Engineering in an amount of \$320,347; and
3. Authorize City staff to pursue construction funding for the said project through the Federal and State Active Transportation Program and Regional Active Transportation Program; and
4. Approve an additional budget appropriation in the amount of \$225,000 CMAQ funds for the said project.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on May 26, 2015, by Councilmember \_\_\_\_\_ who moved its adoption. The motion was seconded by Councilmember \_\_\_\_\_. The motion was passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Mayor Patricia Borelli

ATTEST: \_\_\_\_\_  
Susan Zito, CMC, City Clerk

## AGREEMENT FOR ENGINEERING SERVICES

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THIS AGREEMENT made and entered by and between the City of Placerville, a political subdivision of the State of California (hereinafter referred to as "City") and R.E.Y. Engineers, Inc., a company duly qualified to conduct business in the State of California, whose principal place of business is 905 Sutter Street, Suite 200, Folsom, CA 95630, (hereinafter referred to as "Consultant");

### WITNESSETH

**WHEREAS**, City has determined that it is necessary to obtain a Consultant to provide engineering service for engineering design services and bid document preparation for the Upper Broadway Bike Lanes Project (CIP #41508); and

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

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws.

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

### ARTICLE I

Scope of Services: Consultant agrees to provide to City those described in Exhibit 'A' Section I, Preliminary Engineering, incorporated herein and made by reference a part hereof.

### ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on December 31, 2017. This Agreement may be extended if mutually agreed by both parties hereto, in writing not less than thirty (30) days prior to the expiration of this Agreement.

### ARTICLE III

Compensation for Services: For services provided herein, City agrees to pay Consultant in accordance with the rates and charges identified in Exhibit 'B', incorporated herein and made by reference a part hereof. Payment shall be made within thirty (30) days following City receipt and approval of itemized invoice(s) detailing services rendered. The total amount of this Agreement shall not exceed \$320,347.

### ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE V**

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

## **ARTICLE VI**

Assignment and Delegation: Consultant is engaged by City for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of City.

## **ARTICLE VII**

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement.

Consultant exclusively assumes responsibility for acts of its employees, associates and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. City shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## **ARTICLE VIII**

Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances whenever applicable to the work.

## **ARTICLE IX**

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 City 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, City, 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.

## **ARTICLE X**

- 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 City's Director of Finance.
- B. Not later than 30 days after issuance of the final audit report, Consultant may request a review by the City's Director of Finance 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 City will excuse Consultant from full and timely performance, in accordance with the terms of this contract.
- D. Consultant and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, 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, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by Consultant and approved by the City's contract manager 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 contract by this reference if directed by the City at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

## ARTICLE XI

### Default, Termination and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice.
  - 1. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.
  - 2. Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. Bankruptcy: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: City may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: City may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by City for any reason. If such prior termination is effected, City will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which City may agree to in writing as necessary for contract resolution. In no event, however, shall City be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, City reserves the right to take over and complete the work by contract or by any other means.

## **ARTICLE XII**

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

CITY OF PLACERVILLE  
DEVELOPMENT SERVICES DEPARTMENT  
3101 CENTER STREET  
PLACERVILLE, CA 95667  
ATTN: Rebecca Neves, City Engineer

Or to such other location as the City directs.

Notices to Consultant shall be addressed as follows:

R.E.Y. ENGINEERS, INC.  
905 SUTTER STREET, SUITE 200  
FOLSOM, CA 95630  
ATTN: Jim Fisher, Project Manager

Or to such other location as the Consultant directs.

## **ARTICLE XI**

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the City and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, City employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the City, its officers, official employees, and volunteers. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

## **ARTICLE XII**

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the City and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. Professional Liability Insurance (errors and omissions) of not less than \$1,000,000.00 per claim and in the aggregate. Further, Consultant agrees to maintain in full force and effect such insurance for three years after performance of work under this Agreement is completed.

- E. Consultant shall furnish a certificate of insurance satisfactory to the City as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to City, or be provided through partial or total self-insurance likewise acceptable to City.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of City and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, City may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to City, and;
  - 2. The City of Placerville, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the City, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the City of Placerville, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the City as essential for protection of the City.

### ARTICLE XIII

Interest of Public Official: No official or employee of City who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested; nor shall

any such official or employee of City have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIV**

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XV**

California Residency (Form 590): All independent Consultants providing services to the City must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certify that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or City shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVI**

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

#### **ARTICLE XVII**

City Business License: To conduct business within the City of Placerville Consultant must be in possession of a valid City Business License.

#### **ARTICLE XVIII**

Administrator: The City Officer or employee with responsibility for administering this Agreement is the City Engineer, or successor.

#### **ARTICLE XIX**

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### **ARTICLE XX**

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

#### **ARTICLE XXI**

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

## **ARTICLE XXII**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- A. To the extent that Federal funds are used, it is the policy of the U.S. Department of Transportation (DOT) that minority and women-owned business enterprises (hereby referred to as DBEs), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
- B. To the extent applicable, Consultant agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.
- C. All subcontracts awarded by Consultant shall contain the provisions included in paragraphs (A) and (B), as described immediately above.

### **TITLE VI COMPLIANCE**

- A. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued thereunder in 49 CFR Part 21.
- B. During the performance of this Agreement the Consultant, for itself, its assignees and successors in interest, agrees as follows:
  1. Compliance with Regulations: The Consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs, Title 49 Code of Federal Regulations, Parts 21, as they may be amended during the period of this contract (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
  2. Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurements 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 Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
  3. Solicitations for subcontractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultants' obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
  4. Information and Reports: The 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 City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to City, as appropriate, and shall set forth what efforts it has made to obtain the information.

- C. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or;
  - 2. Cancellation, termination or suspension of the Agreement, in whole or in part.
- D. Incorporation of Provisions: the Consultant shall include the provisions of Paragraphs A and B (including all subparts) of this Section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as City may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request City to enter into such litigation to protect the interests of City, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- E. Civil Rights: All subcontractors awarded by contractors shall contain provisions requiring compliance with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR Part 21, through Appendix C and 23 CFR 710.405(b) shall be made applicable by reference in all subcontracts financed in whole or in part with Federal funds.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first below written.

-- CITY OF PLACERVILLE --

-- CONSULTANT --

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

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

\_\_\_\_\_  
Cleve Morris, City Manager

\_\_\_\_\_  
Principal in Charge

\_\_\_\_\_  
Print Name



## I. PRELIMINARY ENGINEERING (Fee: \$320,347)

### • Project Control Survey

R.E.Y. will research horizontal and vertical control information with El Dorado County, Caltrans and the National Geodetic Survey (NGS). Land net and state highway right-of-way information will be researched and acquired from El Dorado County and Caltrans.

Based on the acquired survey control information, field surveys will be conducted to establish project control. Horizontal control will be tied to State Plane Coordinates, NAD83, Zone 2, to allow for georeferencing the project to the City and County's GIS database.

Established survey control points will be exhibited on a "Survey Control Data Sheet" and will be semi-permanent in nature so as to serve as project control during the construction of the project.

### • Topographic Survey

The projects' topographic base map will be developed using Mobile LiDAR technology and supplemented with conventional survey techniques. On March 10, 2015, R.E.Y. acquired uncontrolled Mobile LiDAR for their use in creating preliminary planimetrics, topography and Digital Terrain Model (DTM). This preliminary data was used for developing initial alternatives for this proposal. Refinement / adjustment of the LiDAR data will be required before preliminary engineering & design can begin.

Once the LiDAR data is adjusted and georeferenced, R.E.Y. will compile visible planimetrics, topography, DTM features and utilities into a 3D CAD file. The benefits of using LiDAR data include safety, no need for survey personnel to work within the travelled way. The data density/accuracy of the LiDAR data consists of over 115-million points, accurate to  $\pm 0.05'$  on the roadway surface, after adjustment.

Areas where soft ground surfaces are not visible (this typically includes roadside ditches, ground covered by tall grasses/vegetation, and miscellaneous utilities) in the LiDAR data, supplemental surveys will be performed and merged with the LiDAR mapping to complete project base map.

The resulting CAD base map will exhibit 1-foot contours, spot elevations, and pertinent surface and physical features. Visible and marked utilities will also be surveyed and displayed on the base map.

### • Preliminary Right of Way Studies and Base Map

#### *Records Research*

R.E.Y. has already performed a significant amount of research relative to the existing Caltrans and City right-of-way. Additional effort will include review of right-of-way maps, record maps, deeds, easements and other available information, and will work with the City to acquire needed preliminary title reports for the properties affected by the project. The reports will be reviewed for relevant ownership and legal issues. If in the course of the title review, it appears that the title is ambiguous and/or not perfected within the existing right-of-way, the City will be immediately notified. Resolutions of any title imperfections are not included in this scope of work.

#### *Field Surveys*



Based on the information disclosed in the materials provided by the Title Company and acquired from research efforts, survey monuments will be searched for and located, using sound land surveying methods. Found monuments will be used to “anchor” the lands described in the title reports and deeds. As property boundaries are developed, using coordinate geometry software, it may be necessary to send field crews back into the field with monument “search” information in an attempt to find additional boundary controlling survey monuments.

***Boundary and Easement Resolution***

Analysis of the surveyed monumentation, with record maps and deeds, will be performed to resolve the existing land net, right-of-way and easement configurations. The results will be used to develop a Land Net base map, which will be the basis of determining where new right of way or easements will be required and the Appraisal and Plat Maps.

• **Geotechnical Engineering Study**

Our team will prepare and perform a field investigation consisting of soil and rock borings and test pits, as best determined by the final alignments and proposed construction requirements, to better define the subsurface conditions along the Project alignment. Recovered representative soil samples will be tested to determine the soil and rock index properties, strength properties, and subgrade modulus for pavement design. Actual testing will be determined based upon the required demands and actual soil and rock samples recovered.

Our team will prepare a Geotechnical Engineering Study, which will provide a summary of the field investigation and laboratory testing and design recommendations for the proposed bike lane project. The study will provide the following information:

- A discussion of the scope of work performed to prepare the study.
- A summary of the field investigation performed.
- A summary of the laboratory testing performed.
- A discussion of the idealized soil and rock profiles along the Project with engineering soil parameters.
- Recommendations for reuse and/or rehabilitation of the existing pavements along with new HMA pavement sections for the shoulder and bike lanes.
- Excavation recommendations and temporary and permanent slope configurations for the proposed temporary and permanent cuts.
- Recommendations for backfill and any required benching to widen the existing slopes and for new or extended retaining structures.
- Foundation excavation and foundation design recommendations for the new structures required for the Project.
- Standard Special Provision language for the proposed construction work relating to soils and rock excavation, material specifications, and any special construction such as slope benching, toe drains, etc.



Our team will prepare the Draft Geotechnical Engineering Study, which will be submitted to the City for review and comment. Upon receipt of all report comments and any revised plans; our team will submit the Final Geotechnical Engineering Study to be included in the construction documents.

- **Design Alternatives**

Using the topographic survey and base map, R.E.Y. will refine the previously prepared preliminary design and prepare additional preliminary design alternatives needed to prepare the Preliminary Environmental Study (PES) and Field Review Forms. These alternatives will be closely coordinated with the City of Placerville. Based on feedback from the Field Review, R.E.Y. will finalize the design alternatives and coordinate with the appropriate stakeholders to select the preferred alternative.

- **Preliminary Environmental Studies**

We will prepare a Preliminary Environmental Studies (PES) Form for the project. The PES Form will disclose the recommended CEQA level of documentation and NEPA Class of Action. Our team will then follow the step-by-step procedures set forth in Chapter 6 of the LAPM associated with the proposed CEQA and NEPA documents. The PES Form will also outline the required technical studies that will be prepared for the project. Based on current knowledge of the project area and constraints, the technical studies anticipated for the project are listed in the following section.

We will also prepare a draft project description concurrently with preparation of the PES Form. The project description will describe the project location and identify the project purpose and need, project objectives, major project elements, proposed project alternatives, and construction schedule.

- **Field Review**

Caltrans may not require a Field Review for this project but we strongly recommend one. The Field Review would be a great opportunity to bring the various stakeholders together to discuss the project and review and comment on the preliminary design alternatives. The R.E.Y. team will prepare the Tentative Plans for the Field Review and complete the Field Review Form and prepare all applicable attachments including Roadway Data Sheets and Typical Roadway Geometric Section described in Chapter 7 of the LAPM.

The Field Review meeting will be conducted after preparation of the PES Form to confirm and seek concurrence from the Caltrans District 3 Office of Local Assistance on the appropriate level of CEQA and NEPA documentation and required technical studies for the project. The following items will be presented and/or discussed at the Field Review meeting:

- Completed PES form.
- Results from literature, maps, and record searches.
- Draft Environmental Study Limits (ESL) and Area of Potential Effects (APE) maps.
- Consultant work plan, including scope of required technical studies.
- Completed Field Review form.

- **Environmental Documentation and Permitting**

*Technical Studies*



Our team will prepare the following technical studies for the project consistent with the LAPM and the SER:

- Draft and Final Jurisdictional Delineation Report
- Draft and Final Natural Environment Study Minimal Impact
- Draft and Final Community Impacts Technical Memorandum
- Draft and Final Historic Property Survey Report
- Draft and Final Archaeological Survey Report
- Draft and Final Initial Site Assessment
- Draft and Final Location Hydraulic Study
- Draft and Final Water Quality Study

Each of these studies is described in further detail below:

- **Draft and Final Jurisdictional Delineation Report (JDR):** If waters of the U.S. may be affected, a JDR will be prepared to identify wetlands/waters under U.S. Army Corps of Engineers (USACE) jurisdiction for the purposes of Section 404 of the Clean Water Act. The JDR includes the results of the wetland delineation and an analysis of effects with respect to the proposed loss of wetland/waters functions and values as a result of the project. Proposed mitigation or compensation actions are also included in the assessment. Because the proposed project footprint may impact Hangtown Creek and other potential waters of the U.S., a JDR will be prepared for the project.
- **Draft and Final Natural Environment Study (NES [MI]):** According to the Caltrans Standard Environmental Reference (SER), the NES summarizes technical documents related to effects on biological resources, such as focused species studies, wetland assessments, biological assessments or other reports. A NES (MI) is an abbreviated version that is prepared for projects with minimal impacts to the biological resources and proportionally less need for documentation. A NES or NES (MI) is prepared for all projects and serves as the technical basis for statements made in the environmental document, concerning plants, animals, and natural communities occurring in the biological study area. Based on the proposed footprint of the project alignment and the potential special status species in the area, we a NES (MI) will be prepared for the project.
- **Section 7 Technical Assistance:** According to the U.S. Fish and Wildlife Service (USFWS) ESA Section 7 Consultation Handbook, a telephoned or written inquiry about the presence or absence of listed and/or proposed species in a project area usually initiates informal consultation. USFWS biologists may respond in several ways. If species are not likely to be present, the consultation requirement is met, and the USFWS may advise the agency, applicant or consultant of this in writing. If historical records or habitat similarities suggest the species may be in the area, then some survey work may be recommended to make a more precise determination. If the species is definitely in the project area, but the USFWS determines it will



not be adversely affected, the USFWS may notify the agency of that finding. Based on the proposed project footprint and the potential special status species in the area, we anticipate that technical assistance/informal consultation will be required for the project. At this time, formal Section 7 consultation is not anticipated and it is not included in this scope of work.

- **Draft and Final Community Impact Assessment Technical Memorandum:** A Community Impact Assessment (CIA) considers how the proposed project will affect the people, institutions, neighborhoods, communities, organizations, and larger social and economic systems. While the project is not anticipated to include displacements or relocations, it may result in changes in access to homes or businesses, and loss of parking or setbacks. For this reason, we will prepare a Community Impact Assessment Technical Memorandum, an abbreviated CIA analysis that would consider the applicable social and economic impacts as they relate to the proposed project.
- **Draft and Final Archaeological Survey Report (ASR):** The ASR serves as the supporting technical report for prehistoric archaeological resources. The R.E.Y. Team will develop an appropriate Area of Potential Effect (APE) for archaeological resources and prepare an ASR for the proposed project.
- **Draft and Final Historic Property Survey Report (HPSR):** According to the Caltrans SER, the HPSR is a summary document for reporting the scope of identification efforts and evaluation of cultural resources, with the supporting technical reports containing the detailed analyses appended to it. The HPSR typically summarizes the findings of the ASR and the Historic Resource Evaluation Report (HRER). The HRER is used as supporting documentation for historical archaeological resources and built environment resources. The proposed project is assumed to fall within the right of way for the roadway. A review of the location through aerial coverage suggests that there will be no historic period resources other than exempt properties associated with the roadway (in the property type of minor, ubiquitous, or fragmentary infrastructure elements, such as culverts, roadside ditches and retaining walls). Therefore, at this time, we do not believe that an HRER will be needed for the project and it is not included in this scope of work. Given the history and sensitivity of the area an HPSR with the supporting ASR will be prepared for the project. For joint state and federal projects, the HPSR will generally satisfy the requirements for both Section 106 and CEQA compliance.
- **Draft and Final Initial Site Assessment (ISA):** An ISA is needed for projects that require acquisition of new right of way, involves structure modification or demolition, or includes excavation. The ISA identifies potential or known hazardous materials, hazardous waste, and contamination in the project area as well as the party(ies) responsible, or potentially responsible, for hazardous waste and contamination. Since the project will require acquisition of additional land for the bike lane construction, an ISA will be prepared.
- **Draft and Final Location Hydraulic Study:** According to the Caltrans SER, "when a floodplain encroachment is anticipated, the Department or local agency prepares a Location Hydraulic Study. The Location Hydraulic Study is a preliminary study of base floodplain encroachments and must be performed by a registered engineer with hydraulic expertise. If an increase in the base floodplain elevation (BFE) is anticipated, a hydraulic computer model must be run to determine



the amount of increase in order to determine the floodplain encroachment impacts.” Because the project will encroach on the delineated floodplain for Hangtown Creek, a Location Hydraulic Study will be prepared.

- **Draft and Final Water Quality Study:** The purpose of the Water Quality Study is to analyze the increase in stormwater runoff likely to occur, and the potential impacts on water quality that may result from project implementation. A Water Quality Study will be prepared for the project to address potential construction impacts to water quality.

At this time, due to lack of potential aesthetic/visual, air quality, noise, and traffic and circulation impacts as a result of the project, we do not recommend that technical studies be prepared for these resource areas and those technical studies are not included in this scope of work. Documentation of such will be recorded in the PES Form and these resource areas will be discussed in the CEQA and NEPA documents.

#### ***CEQA and NEPA Documentation***

The proposed project will need to comply with the requirements of the CEQA (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations). As mentioned above in our approach, the City will serve as the lead agency for the purposes of CEQA and the Caltrans District 3 Office of Local Assistance will serve as the NEPA lead agency through delegation from the Federal Highway Administration (FHWA).

Although the appropriate level of CEQA and NEPA documentation will be determined in the PES phase, we believe at this time that given the possibility of potential environmental impacts from the project, a routine Initial Study leading to a Mitigated Negative Declaration (IS/MND) and a Categorical Exclusion (CE) are the appropriate levels of CEQA and NEPA documentation. If during consultation with the Caltrans District 3 Office of Local Assistance it is determined that different levels of CEQA and NEPA documentation should be prepared instead of an IS/MND and a CE, such as a combined CEQA/NEPA document, then this scope of work would have to be revised.

#### ***Permitting***

At this time we believe that the project could be subject to compliance with the following environmental regulations: CWA Sections 404 and 401, and Section 1602 of the California Fish and Game Code. Therefore, the following permits could be required for the project:

- Clean Water Act Section 404, Nationwide Permit 14 (Linear Transportation Projects) for the discharge of dredged and/or fill material in waters of the U.S. Administered by the U.S. Army Corps of Engineers.
- Clean Water Act Section 401, Water Quality Certification for the discharge of dredged and/or fill material in waters of the State. Administered by the Central Valley Regional Water Quality Control Board.
- California Department of Fish and Game Code 1602 Streambed Alteration Agreement. Administered by the California Department of Fish and Wildlife.



After the Draft Project Description is prepared and the PES form and Field Review are completed we will know specifically which permits will be required for the project. Due to the high probability that these three permits will be required, we have included them in this scope of work.

- **35% Preliminary Plans and Estimate of Probable Cost**

R.E.Y. will prepare 35% Preliminary Improvement Plans and Estimate of Probable Cost once a preferred design alternative is selected. This information will verify early on if the project is properly funded and be the basis for the environmental documentation and permitting processes.

- **Design Exception Fact Sheet**

If necessary, R.E.Y. will prepare a Design Exception Fact Sheet for deviations from applicable design criteria. These deviations may be necessary to obtain the most environmentally sensitive and cost effective approach.

- **35% Preliminary Drainage and Stormwater Report**

The R.E.Y. team will review the available data and prepare design calculations to assess the capacity of the existing drainage systems. We will prepare the 35% Preliminary Drainage and Stormwater Report, which will include design calculations to assess the need for any drainage improvements. The results and design recommendations will be summarized in the Drainage and Stormwater Report. The report is expected to include the following:

- Evaluation of the existing conditions
- Unusual and special conditions
- Drainage mapping
- Hydraulic analysis
- Proposed systems

Our team will also address the needs for stormwater treatment and hydromodification. Based on our research, projects within the City are subject to the Phase II or small MS4 Permit (Order NO. 2013-0001-DWQ). Under this permit, construction of bike lanes on existing roadways is exempt from treatment and hydromodification requirements. However, the proposed Project is adjacent to Hangtown Creek and its tributary, and both have history of flooding. To the maximum extent practicable, we will consider site design, source control, and stormwater treatment.

- **Retaining Wall Type Selection Memo**

A Type Selection Memo will be prepared for the proposed retaining walls and include a written description of the design criteria to be applied, structure type, anticipated construction methods, construction cost estimate, and long-term maintenance demands. During this task, we will provide loading and determine the best foundation type for the retaining walls.

The City will be provided an opportunity to review and comment on the recommended retaining wall construction. Following comment resolution, the Type Selection Memo will be finalized.

- **Funding Assistance**

REY will work with staff from the City and EDCTC, as part of the kick-off meeting, to determine the best course of action. It is recommended that the City administratively re-program additional funds, within



the existing CMAQ funding allocation, to the preliminary engineering phase. This could be done either at the beginning of the project, or after preliminary design and scoping is complete. REY will work with the City, the EDCTC, the Sacramento Area Council of Governments, and Caltrans, to implement this administrative modification to the project budget.

REY will subsequently work with the City and EDCTC to identify the best candidate sources for supplemental funding for the construction phase. REY will prepare cost estimates and up to two funding applications and/or other justifications necessary to obtain supplemental funding.

- **Public Outreach**

To ensure adequate coordination with and involvement from the public, our team will hold up to three community meetings/workshops. The community meetings will follow a hybrid combination of 'formal meeting' and 'open house.' The meetings will focus on informing the public of the proposed improvements and timing of construction while allowing individuals directly affected by the project assist in finalizing the conforming improvements along their encroachment. The three community meetings we propose are as follows:

- Community Meeting #1 will be held shortly after the beginning of the project, and prior to any formal work products other than base mapping and fact sheets. The purpose of Community Meeting #1 is to introduce the project to the public, define the purpose and scope of the project, and inform the public of opportunities to provide input on development of the project.
- Community Meeting #2 will be held after project concept is developed, and a budget and schedule have been identified. The purpose will be to seek input on the preliminary design at the interfaces with private property, and possible opportunities for supplemental funding, if needed.
- Community Meeting #3 will be held after a revised project has been developed, and the draft environmental document has been issued. The purpose will be to seek public input on the proposed project, for purposes of completing the environmental process and design.

These meetings will be designed to meet the appropriate Caltrans procedural requirements and additional community meetings can be held, if necessary. At each meeting an email list will be compiled and added to in order to facilitate future communication regarding this Project. Press releases via the Mountain Democrat will be utilized to reach a wider audience as necessary.

## II. ENGINEERING AND RIGHT OF WAY (Fee: \$145,519)

- **65% Preliminary Plans and Estimate of Probable Cost**

R.E.Y. will complete the preliminary design and prepare 65% Preliminary Improvement Plans and Estimate of Probable Cost once receiving comments on the 35% submittal. For schedule purposes, R.E.Y. will prepare the 65% Improvement Plans concurrently with the environmental document and permitting.

*Draft Retaining Wall Structural Calculations and Details*



Draft calculations and typical construction details for the proposed retaining walls will be prepared. These calculations will be included the preliminary plans.

- **65% Preliminary Drainage and Stormwater Report**

The R.E.Y. team will update the 35% Preliminary Report and create a 65% Preliminary Drainage and Stormwater Report, which will continue to include design calculations to assess the need for any drainage improvements as described in the scope of the 35% Report.

- **90% Plans, Specifications, and Estimate of Probable Cost**

Once the environmental document is approved and Caltrans has authorized the preparation of the Final Design, 90% Improvement Plans, Specifications, and Estimate of Probable Cost will be prepared. The submittal will go through a rigorous internal QA/QC process. R.E.Y. takes pride in the completeness and accuracy of each plan, specification, and estimate submittal.

***Final Retaining Wall Structural Calculations and Details***

Final calculations and typical construction details for the proposed retaining walls will be prepared. These calculations will be included the plans and specifications.

- **Final Drainage and Stormwater Report**

The R.E.Y. team will update the 65% Preliminary Report and create a Final Drainage and Stormwater Report, which will continue to include design calculations to assess the need for any drainage improvements as described in the scope of the 35% Report.

- **Right of Way Engineering**

R.E.Y. will prepare an Appraisal Map, at an appropriate scale, to display pertinent information including existing parcel boundaries, easements and right of way, proposed easements and right of way, aerial imagery, utilities, existing visible surface structures, and a tabulation of areas to be acquired.

Following agreement on the required acquisitions, R.E.Y. will prepare legal descriptions and plat maps for the easements to be acquired. All prepared deliverables will be used in the appraisals, negotiations and acquisitions.

This scope of work includes acquiring a total of four small slivers of right of way (two from two privately owned parcels) and one slope easement (from a privately owned parcel). Additional right of way acquisitions or easements are not included in this scope of work.

- **Real Estate Services**

***Appraisal Services***

Our appraisal firm employs contemporary valuation methods set in the framework of California Eminent Domain law, Caltrans Right-of-Way Appraisal Standards, the Uniform Act of 1970 as amended, and the standards established in the Uniform Standards of Professional Appraisal Practice (USPAP) to arrive at estimates of just compensation. The reports will be prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation as well as the Federal Yellow Book.

***Appraisal Review***

The review appraiser will ensure the appraisal meets minimal reporting requirements and follows case law for eminent domain in California. A Certificate of Review will be provided expressing the salient factual information in the review appraisal and a summary of the estimated fair market value/just



compensation conclusions of the appraiser if the reviewer is in basic agreement with the appraiser's methodology and conclusion of value. Said reviews, consultations with the appraiser, and Certificate of Review will be completed in timely fashion so as not to delay project timelines and goals. To do so, requires open lines of communication between the City, the project team and the fee appraiser.

***Acquisition and Negotiation Services***

Acquisition services include all contact with the property owner for the purpose of negotiating the acquisition of the real property interests. Pursuant to Senate Bill 1210, all offers made to property owners will include a written notice indicating they are eligible to receive reimbursement of up to \$5,000 for reasonable costs of an independent appraisal of the property the City of Placerville intends to purchase.

***Escrow Coordination Services***

Once negotiations with the property owner are complete and acquisition documents are signed, the closing (escrow) process will begin, which involves coordinating with the City's designated title company. Our Agent will work with the property owner and the title company throughout the entire closing process.

***Project Certification***

The R.E.Y. team recognizes that Right of Way Certification is a written statement summarizing the status of all right of way related matters pertaining to a proposed construction project. As part of the certification process our team will provide a Right of Way Certification that states:

- Real property interests have been, or are being, secured.
- Physical obstructions including utilities and railroads have been, or will be removed, relocated, or protected as required for construction, operation, and maintenance of the proposed project.
- Right of way acquisition requirements were conducted and in accordance with applicable federal and state laws and procedures.

● **Right of Way Utility Relocation Services**

***Utility Verification***

During the topographic survey and base map phases, the R.E.Y. team will begin its coordination with the local utility companies by sending out requests for owners' facility maps. From the maps received, the digital base files will be updated accordingly to reflect the location of the existing facilities. If necessary, potholing will take place to verify the depths of the existing underground facilities.

***Identifying Conflicts***

While preparing the design alternatives, careful consideration will be given to avoid the existing utilities. During the design alternative and 35% preliminary plans phases, all utility conflicts will be identified and a conflict map prepared for each impacted facility.

***Requesting Conflict Resolution Plan***

After CEQA/NEPA approval, our team will contact and inform the utility companies of the conflicts and request a conflict resolution plan, detailed cost estimate, and owner's liability determination.

***Liability Determination***



After the conflict resolution plan is finalized, a determination of liability is made. We will complete the Report of Investigation (ROI) form and preliminary Notice to Owner (NTO).

***Notifying Owner***

After the conflict resolution plan is approved and liability determined, we will notify the owner of the utility and reach agreement on the liability determination. Once agreement is reached, the R.E.Y. team will finalize the NTO. If the City is liable for any portions of the relocation, a Utility Agreement will be prepared and submitted along with the NTO.

***Right of Way Utility Clearance Memo***

After all of the utility conflicts have been resolved, the R.E.Y. team will prepare and submit a Utility Clearance Memo. This memo will be incorporated into the R/W Certification.

***Managing the Physical Relocation***

Prior to any physical relocation work beginning, the R.E.Y. team will ensure all agreements have been finalized, Specific Authorization/Approval of Utility Agreement has been approved if federal funding is sought, and funding has been secured. We will also monitor the relocation to ensure it is carried out per the conflict resolution plan and schedule.

***Managing the Relocation Invoices***

The R.E.Y. team will review the relocation invoices for compliance with the LAPM Chapter 5 and advise the utility owner to provide credits when applicable.

***Utility Records Keeping***

Our team will create a Utility File for each impacted facility and retain them as required by FHWA regulations. Throughout the process, a Utility File diary will be kept documenting all engineering decisions related to the utility relocation process.

### **III. BID DOCUMENTS (Fee: \$35,717)**

- **100% Plans, Specifications, and Estimate of Probable Cost**

Once we receive comments on the 90% submittal, 100% Improvement Plans, Specifications, and Estimate of Probable Cost will be prepared. The submittal will go through a rigorous internal QA/QC process. R.E.Y. takes pride in the completeness and accuracy of each plan, specification, and estimate submittal.

***Final Retaining Wall Structural Calculations and Details***

The previously prepared Final calculations and typical construction details for the proposed retaining walls will be included the plans and specifications.

- **Bid Documents**

Once we receive comments on the 100% submittal, bid documents be prepared.

***Final Retaining Wall Structural Calculations and Details***

The previously prepared Final calculations and typical construction details for the proposed retaining walls will be included the plans and specifications.



- **Bid Assistance**

Once the bid documents are approved, we will assist the City throughout the bidding process including compliance with Chapter 15 of the LAPM, responding to bidder requests for information (RFI's), and issuing plan set revisions to provide additional clarity.

#### **IV. CONSTRUCTION ENGINEERING (Fee: \$43,890)**

- **Construction Documents**

Once the bidding is complete and a contractor is selected, construction documents will be prepared. All addendums will be merged into one complete set of construction documents.

- **Construction Engineering Assistance**

R.E.Y. will provide construction engineering support as requested by the City including attending meetings and responding to contractor RFI's and submittals.

## EXHIBIT 'B'

R.E.Y. ENGINEERS, INC.  
Civil Engineers | Land Surveyors | LiDAR  
905 Sutter Street, Suite 200 Folsom, CA 95630  
Phone: (916) 366-3040 Fax: (916) 366-3303  
www.reyengineers.com



### 2015 FEE SCHEDULE

CLASSIFICATION	HOURLY RATES
Principal Manager Engineering	\$200.00
Senior Engineer - III	\$190.00
Senior Engineer - II	\$170.00
Senior Engineer - I	\$150.00
Associate Engineer - III	\$140.00
Associate Engineer - II	\$130.00
Associate Engineer - I	\$120.00
Assistant Engineer - III	\$110.00
Assistant Engineer - II	\$100.00
Assistant Engineer - I	\$ 90.00
Principal Manager - Surveying	\$200.00
Senior Surveyor - III	\$190.00
Senior Surveyor - II	\$170.00
Senior Surveyor - I	\$150.00
Associate Surveyor - III	\$140.00
Associate Surveyor - II	\$130.00
Associate Surveyor - I	\$120.00
Assistant Surveyor - III	\$110.00
Assistant Surveyor - II	\$100.00
Assistant Surveyor - I	\$ 90.00
3-Man Survey Crew	\$305.00
2-Man Survey Crew	\$230.00
1-Man Survey Crew	\$150.00
Field Supervisor	\$125.00
Party Chief	\$125.00
Chainman	\$105.00
CADD Technician - III	\$105.00
CADD Technician - II	\$ 90.00
CADD Technician - I	\$ 75.00
Clerical	\$ 50.00
Terrestrial LiDAR Scanning Equipment	\$ 75.00
Mobile LiDAR Equipment	\$ 600.00

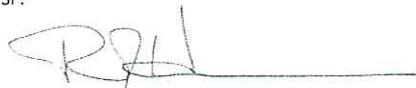
These rates represent maximum rates to be charged for classifications. All rates are subject to change.

Reimbursement for mileage expenses, if applicable, shall not exceed the rate established by the IRS for the current year.

Cost of normal survey stakes and other field supplies are included in the above rates. Special monuments, iron stakes, etc., will be charged at cost.

Filing fees, checking fees, and other outside charges will be billed at cost.

Outside reproductions, services, and consultants will be charged at cost plus 10%. In-house large format reproduction will be charged at \$0.30/SF.



Robert Huun, PE, President



HDR Inc. Fee Schedule  
Upper Broadway Bike Lanes

<b>Category</b>	<b>Rate</b>
Environmental QC	\$153
Environmental Project Manager	\$129
Senior Environmental Planner	\$140
Junior Environmental Planner	\$65
Air Quality Specialist	\$182
Senior Biologist	\$138
Field Biologist	\$74
GIS/Graphics	\$118
Project Controller	\$131
Project Assistant/Clerical	\$103

**PEAK & ASSOCIATES, INC.**

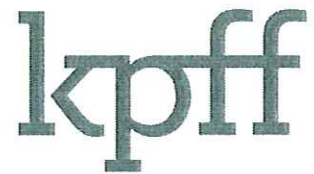
**Standard Billing Rates Effective January 1, 2015**

**Billing rates are subject to revision effective  
January 1 of each year**

<b>Professional Classification</b>	<b>Hourly Rate</b>
Principal Investigator	\$110.00
Archeologist/Historian IV	100.00
Archeologist/Historian III	80.00
Archeologist/Historian II	65.00
Archeologist/Historian I	50.00
<b>Other Direct Charge Rates</b>	
Automobile mileage	\$0.55/mile

**Cost Reimbursement Charges**

Travel costs are based on direct reimbursements for commercial transportation, including vehicle rentals. Per diem is charged at the government rate for the region.



**HOURLY RATE SCHEDULE  
KPFF Consulting Engineers**

**2015**

PRINCIPAL-IN-CHARGE.....	\$170.00
PROJECT MANAGER / SENIOR ENGINEER OR SURVEYOR.....	\$150.00
PROJECT ENGINEER / SURVEYOR IN OFFICE.....	\$120.00
DESIGN ENGINEER.....	\$100.00
DRAFTER/CAD OPERATOR.....	\$75.00
ONE MAN FIELD SURVEY CREW .....	\$160.00
TWO MAN FIELD SURVEY CREW .....	\$240.00

Note:

Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.





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## RATE SCHEDULE

Hourly Rate of FY 2015  
 (01/01/2015 ~ 12/31/2015)

<u>TITLE</u>	<u>GRADE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Principal Engineer		\$83.33	\$94.70
Supervising Engineer	II	\$73.51	\$83.33
Supervising Engineer	I	\$65.18	\$73.51
Senior Engineer	III	\$58.61	\$65.18
Senior Engineer	II	\$51.03	\$58.61
Senior Engineer	I	\$43.45	\$51.03
Associate Engineer	II	\$39.77	\$45.45
Associate Engineer	I	\$34.09	\$39.77
Staff Engineer	II	\$28.41	\$34.09
Staff Engineer	I	\$22.73	\$28.41
Senior Scientist	II	\$51.24	\$60.82
Senior Scientist	I	\$41.67	\$51.24
Associate Scientist	II	\$35.98	\$41.67
Associate Scientist	I	\$30.30	\$35.98
Staff Scientist	II	\$24.62	\$30.30
Staff Scientist	I	\$18.94	\$24.62
Senior Technician/CADD		\$26.52	\$34.09
Technician/CADD		\$18.94	\$26.52
Administrator / Clerical / Tech Editor		\$32.20	\$41.67

- Overhead provisional rate of FY 2015 is 128.49%; fee (profit) is 10%.
- Engineers include Civil Engineers, Hydraulic Engineers and Geotechnical Engineers. Scientists include Geologists, Biologists and Environmental Scientists.
- Expenses are invoiced at 110% of cost.
- Unless expressly provided for within the contract, rates in all contracts are subject to increase as of 1/1/2016.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate (currently at \$0.575 per mile) or as otherwise specified in contract.

