

ORIGINAL

Nichols Consulting Engineers, Chtd.

Environmental and Geotechnical Support Services for the San Bernardino Class 1 Bikepath Project

AGREEMENT FOR SERVICES #3167

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Nichols Consulting Engineers, Chtd., a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 1885 South Arlington Avenue, Suite 111, Reno, Nevada 89509, whose local office address is 155 Highway 50, Suite 204, Stateline, Nevada 89449, and whose mailing address is Post Office Box 1760, Zephyr Cove, Nevada 89448 (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to assist its Community Development Services, Department of Transportation with environmental and geotechnical support services;

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775;

WHEREAS, COUNTY has determined that the provision of such services provided by CONSULTANT are in the public's best interest and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, COUNTY and CONSULTANT mutually agree as follows:

ARTICLE I

Scope of Services:

- A. CONSULTANT's services are to be provided specifically in support of the San Bernardino Class 1 Bikepath – East San Bernardino Street to West San Bernardino Street Project (hereinafter referred to as "Project").
- B. CONSULTANT shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available CONSULTANT's own personnel, subconsultants, materials,

equipment, vehicles, and services necessary to perform environmental, and geotechnical support services for the Project. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is CONSULTANT's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

- C. COUNTY shall review CONSULTANT's progress at key points as specified in this Agreement. Milestone reviews shall be performed for the specific products and deliverables listed in Exhibit A. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee and CONSULTANT.
- D. If a submittal or deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by COUNTY's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to COUNTY's computer and engineering applications and that are acceptable to COUNTY's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by COUNTY's Contract Administrator.

CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator in accordance with completion time schedules identified in Exhibit A unless prior written approval is provided by COUNTY's Contract Administrator, or designee. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

- E. CONSULTANT's responsibilities for compliance with Disadvantaged Business Enterprise (DBE) requirements are described in ARTICLE XLV, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLVI, Disadvantaged Business Enterprise (DBE) Participation, herein.

All of the services included in this Article and Exhibit A, are the responsibility of CONSULTANT, unless specifically described as a task or item of work to be provided by COUNTY. CONSULTANT shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A, and including all of the forms and reports required

under the DBE provisions of this Agreement, and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. The hourly rates listed in Exhibit B may be adjusted to a maximum of four percent (4%) increase per year which shall require written approval and acceptance by COUNTY's Contract Administrator prior to the new rates becoming effective. Any rate increases authorized by COUNTY's Contract Administrator shall not increase the not-to-exceed amount of the Agreement.

Subconsultant services and other direct costs including special reproductions, delivery charges, record searches, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for CONSULTANT and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. References to the DPA rates and CONSULTANT's responsibilities for cost differences and any overpayments are more fully described in ARTICLE VII, Cost Principles and Administrative Requirements, herein. Mileage reimbursement rates apply to CONSULTANT and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for CONSULTANT or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY shall not exceed the amount agreed to in this Agreement, unless COUNTY's Contract Administrator and CONSULTANT amend this Agreement in writing and prior to the performance of the work.

For the purposes of budgeting the Tasks in Exhibit A, the maximum allowable billing amounts for each Task are described in Exhibit C. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various Tasks. In the performance of the Scope of Work to be provided under this Agreement, CONSULTANT may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Tasks, Other Direct Costs and Mileage, and subconsultants identified therein, if any, subject to COUNTY's Contract Administrator's prior written

approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable Project. No invoice shall be paid until the certified payroll is submitted. CONSULTANT shall keep payroll records in accordance with California Labor Code Section 1776.

ARTICLE III

Progress Reports: CONSULTANT shall submit written progress reports to COUNTY's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. The reports shall be sufficiently detailed for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY's review of these reports will ensure that CONSULTANT's work meets a level of acceptability as determined by COUNTY's Contract Administrator, and CONSULTANT shall be required to modify its work as necessary to meet that level of acceptability as defined by COUNTY's Contract Administrator. Progress reports shall include the total number of hours worked by CONSULTANT and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV

Performance Period:

- A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY. The Agreement shall end upon completion of the design phase for the Project, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

ARTICLE V

Allowable Costs and Payments:

- A. The method of payment for this contract 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, mileage, 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 Exhibit B, unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in Exhibit B. In the event that COUNTY determines that a change to the work from that specified in Exhibit A is necessary, the contract time or actual costs reimbursable by COUNTY shall be adjusted by an amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Paragraph "G" shall not be exceeded, unless authorized by an amendment to the Agreement prior to exceeding the maximum total cost.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$10,066.77. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in ARTICLE VII, Cost Principles and Administrative Requirements.
- D. When milestone cost estimates are included in Exhibit C, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such estimate.
- E. 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 the Scope of Work, COUNTY shall have the right to delay payment or terminate this Agreement in accordance with the provisions of ARTICLE VI, Termination.
- F. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than forty-five (45) 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 Exhibit C and shall reference this Agreement number, Project title, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each task, and shall include the beginning and ending dates of the overall period of service. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement. The final invoice shall be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY at the following address:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as COUNTY directs.

- G. The total amount payable by COUNTY, including the fixed fee, shall not exceed \$215,496.98.
- H. Salary increases will be reimbursable if the new salary is within the salary range identified in Exhibit B and is approved by COUNTY's Contract Administrator prior to the increase.

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.

ARTICLE VI

Termination:

- A. COUNTY reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the Notice of Termination. If such prior termination is effected, COUNTY 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 COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the not-to-exceed amount of this Agreement. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.
- B. COUNTY may terminate this Agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this Agreement with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of this Agreement.

- D. 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. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

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.

- E. Bankruptcy: This Agreement, at the sole option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- F. Ceasing Performance: COUNTY 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.
- G. Termination or Cancellation without Cause: CONSULTANT shall comply with the requirements of this Article, regarding administrative, contractual, or legal remedies in instances of default, termination, or cancellation and with other terms and conditions of COUNTY's grant funding agreements that provide for such sanctions and penalties as may be appropriate in instances where contract terms are violated or breached.
- H. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 C.F.R. Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 48

C.F.R. Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

- D. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. If the rates invoiced are in excess of these authorized rates, then CONSULTANT is responsible for the cost difference and any overpayments shall be reimbursed to COUNTY upon demand. For the purposes of this Agreement, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.
- E. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code Section 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 Agreement pursuant to Government Code Section 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The state, State Auditor, 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 Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE IX

Audit Review Procedures:

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by COUNTY's Chief Fiscal Officer.

B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

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 Agreement, cost proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 C.F.R., 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 Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's 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, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

The provisional ICR will apply to this Agreement and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X

Subcontracting:

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between 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 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 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 Agreement shall be subcontracted without prior written authorization by 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 COUNTY.

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

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

F. CONSULTANT is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONSULTANT shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. COUNTY may, at its sole discretion, through its Contract Administrator, authorize CONSULTANT to utilize subconsultants for services performed in Exhibit A, for the particular tasks, work, and deliverables identified therein. Said written authorization and approval shall be sought and obtained by CONSULTANT prior to subconsultants' commencement of any work under this Agreement. CONSULTANT shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to CONSULTANT by the terms of this Agreement and to assume toward CONSULTANT all of the obligations and responsibilities that CONSULTANT, by this Agreement, assumes toward COUNTY.

ARTICLE XI

Equipment Purchase:

A. Prior authorization in writing by 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. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, prior written authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a

proper refund or credit at the conclusion of the Agreement, or if the Agreement 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 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 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." 2 C.F.R. § 200, requires a credit to Federal funds is required when participating equipment with a fair market value greater than \$5,000 is credited to the Project.

ARTICLE XII

State Prevailing Wage Rates:

A. 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 applicable to the work.

B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII

Conflict Of Interest:

A. 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. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project that will follow. CONSULTANT has acknowledged this interest of consultant and CONSULTANT has duly executed Exhibit D, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof.

B. 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.

ARTICLE XIV

Rebates, Kickbacks, or Other Unlawful Consideration:

CONSULTANT warrants that this Agreement 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 sole discretion, to terminate the Agreement without liability; to pay only for the value of the work actually performed; to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

ARTICLE XV

Prohibition of Expending COUNTY, State, or Federal Funds For Lobbying:

A. 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 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any 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 of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative 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 federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions which form and instructions are attached hereto as Exhibit E and are incorporated herein and made by reference a part hereof.

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 Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. 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 subcontracts, which

exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI

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 Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Agreement, 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, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran 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 § 12900 [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 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement 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.

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, or 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.

- C. 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.

ARTICLE XVII

Debarment and Suspension Certification:

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has complied with Title 2 C.F.R. § 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and 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. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII

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

ARTICLE XIX

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, COUNTY, Caltrans and Federal Highway Administration (FHWA) guidelines, the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), September 13, 1982, Caltrans requirements (NES template dated June 30, 2014; *Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports* [March 1997]), all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State of California statutes, regulations and procedures (including those

set forth in the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines) relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda.

Geotechnical engineering services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Construction Manual*, *Caltrans Foundation Manual*, *Caltrans Bridge Construction Records and Procedures Manual*, *Caltrans Independent Assurance Manual*, *Caltrans Materials Testing Manual*, *Caltrans Local Assistance Procedures Manual and Local Assistance Program Guidelines*, *Caltrans Engineering Services Manuals*, the El Dorado County Department of Transportation's Quality Assurance Program, American Association of State Highway and Transportation Officials, American Society for Testing and Materials' testing procedures, California Building Standards Code, and all other applicable Caltrans, FHWA, federal, state and local laws, COUNTY guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful, and workmanlike manner in accordance with good engineering practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

Material testing and Quality Control/Assurance shall conform to the current edition of the *Caltrans Construction Manual*, the *Caltrans Construction Manual Supplement for Local Agency Resident Engineers*, the *Caltrans Local Agency Structural Representative Guidelines* and Caltrans' California Test Methods and shall be performed by a material-tester certified by the State of California.

All of CONSULTANT's services and deliverables must adhere to current COUNTY, Caltrans and federal requirements for Project development and shall be made available to COUNTY and Caltrans for review and approval at the appropriate stages specified in Exhibit A or upon request by COUNTY's Contract Administrator.

CONSULTANT has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by COUNTY, Caltrans, FHWA or other regulatory agencies will not relieve CONSULTANT of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE XX

Licenses: CONSULTANT hereby represents and warrants that CONSULTANT and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for CONSULTANT and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. CONSULTANT and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in COUNTY without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to COUNTY. Copies may be made for CONSULTANT's records, but shall not be furnished to others without prior written authorization from COUNTY's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XXII

CONSULTANT's Project Manager: CONSULTANT designates Dave Rios, Senior Scientist, as its Project Manager for this Agreement. CONSULTANT's Project Manager, or COUNTY-approved designee, shall be accessible to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall respond within twenty-four (24) hours to COUNTY inquiries or requests. CONSULTANT's Project Manager shall be responsible for all matters related to CONSULTANT's personnel, operations, and any subconsultants authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required in Exhibit A; (2) reviewing, monitoring, training, and directing CONSULTANT's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

ARTICLE XXIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in CONSULTANT's Project Manager or subconsultants without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXIV

CONSULTANT to COUNTY: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further agreed that in all matters pertaining to this Agreement, CONSULTANT shall act as CONSULTANT only to COUNTY 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 COUNTY during the term hereof.

ARTICLE XXV
Confidentiality:

- A. CONSULTANT and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to COUNTY's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. CONSULTANT, and all CONSULTANT's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to COUNTY's Community Development Services, Department of Transportation or to such person with COUNTY's consent for the purpose of, and in the performance of, this Agreement.
- B. Permission granted by COUNTY to disclose information on one occasion shall not authorize CONSULTANT or any subconsultants authorized under this Agreement, to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT and any subconsultants authorized under this Agreement shall not comment publicly to the press or any other media regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings, or in response to questions from COUNTY's Board of Supervisors.
- D. CONSULTANT and any subconsultants authorized under this Agreement shall not issue any news release or public relations item of any nature, whatsoever, regarding services performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY's Contract Administrator's written permission.
- E. Any non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with CEQA. COUNTY and CONSULTANT agree that such material will not be distributed, released or shared with any other organization, person or group other than COUNTY's and CONSULTANT's employees and agents whose work requires that access.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- G. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XXVI

Independent Contractor/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 the terms of this Agreement. CONSULTANT exclusively assumes responsibility for acts of its employees, associates, and subcontractors, 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 in accordance with good engineering practices and shall be liable for its own negligence and negligent acts of its employees and subconsultants. COUNTY 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, agents, associates, representatives, or subconsultants.

ARTICLE XXVII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, COUNTY shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and COUNTY released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any COUNTY department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXVIII

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

To COUNTY:

County of El Dorado
Community Development Services
Department of Transportation
2441 Headington Road
Placerville, California 95667

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Division

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

Nichols Consulting Engineers, Chtd.
Post Office Box 1760
Zephyr Cove, Nevada 89448

Attn.: Claude Corvino, President

or to such other location as CONSULTANT directs.

ARTICLE XXIX

Change of Address: In the event of a change in address for CONSULTANT's principal place of business, CONSULTANT's Agent for Service of Process, or Notices to CONSULTANT, CONSULTANT shall notify COUNTY in writing as provided in ARTICLE XXVIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by COUNTY's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXX

Indemnity: To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless COUNTY and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY 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. 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, provided that the COUNTY's failure to immediately or timely notify CONSULTANT does not limit or waive CONSULTANT's defense and indemnity obligations in this Article. The parties shall

cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XXXI

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

- A. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by CONSULTANT in performance of the Agreement.
- D. In the event CONSULTANT is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. CONSULTANT shall furnish a certificate of insurance satisfactory to COUNTY's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to COUNTY's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. 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 COUNTY's Risk Management Division, and CONSULTANT agrees that no work or services shall be performed prior to the giving of such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without prior written notice to COUNTY; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. CONSULTANT's insurance coverage shall be primary insurance 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 in excess of CONSULTANT's insurance and shall not contribute with it.
 - J. Any deductibles or self-insured retentions must be declared to, and approved, by COUNTY. At the option of COUNTY, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects COUNTY, its officers, officials, employees, and volunteers; or CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
 - K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.
 - L. The insurance companies shall have no recourse against the County of El Dorado, its officers, employees, and volunteers or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - M. CONSULTANT's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - N. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - O. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.
 - P. CONSULTANT shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide COUNTY with proof of same if requested.

ARTICLE XXXII

Interest of Public Official: No official or employee of COUNTY 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 the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of COUNTY have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXXIII

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

ARTICLE XXXIV

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

ARTICLE XXXV

Business License: COUNTY's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of El Dorado County, without possessing a COUNTY business license unless exempt under COUNTY Ordinance Code Section 5.08.070. CONSULTANT warrants and represents that it shall comply with all of the requirements of COUNTY's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXXVI

California Forum and Law: 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.

ARTICLE XXXVII

Compliance with Federal, State, and COUNTY Requirements: COUNTY is relying on federal assistance or grants, state funds, and local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of COUNTY's use of federal, state, and local agency grant funds, COUNTY is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. CONSULTANT shall comply with all applicable provisions of federal, state, and local agency regulations, including those required by the FHWA grant funding requirements, regulations, and related executive orders regarding the use,

expenditure, control, reporting, allowable costs, and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (C.F.R.), are incorporated by reference and made a part of this Agreement:

2 C.F.R. § 225, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"

Circular A-133, revised June 26, 2007, "Audits of States, Local Governments, and Non-Profit Organizations"

Copies of the OMB Circulars are available on the Internet at:

<https://www.whitehouse.gov/omb/information-for-agencies>

Failure of CONSULTANT to comply with any federal, state, or local agency provision may be the basis for withholding payments for charges made by CONSULTANT and for such other remedies as may be appropriate including termination of this Agreement. CONSULTANT shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state, or local agency regulations and which may apply to CONSULTANT's subcontracts, if any, associated with this Agreement.

ARTICLE XXXVIII

Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 155 Highway 50, Suite 204, Stateline, Nevada 89449.

ARTICLE XXXIX

Covenant Against Contingent Fees: By executing this Agreement, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XL

Design Standards: CONSULTANT shall perform all services under this Agreement and as described in Exhibit A, in conformance with applicable federal, state, and local design standards or other standards for work performance stipulated in ARTICLE XIX, Standards for Work.

ARTICLE XLI

Documentation: CONSULTANT shall document the results of its work to the satisfaction of COUNTY and if applicable, the State of California, and the FHWA. This

may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

ARTICLE XLII

Copyrights: COUNTY may permit copyrighting reports or other Agreement products. If copyrights are permitted, COUNTY, FHWA, and State of California shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for State or Federal Government purposes:

- (a) The copyright in any work developed under this Agreement; and
- (b) Any rights of copyright to which CONSULTANT purchases ownership with grant support.

ARTICLE XLIII

CONSULTANT's Endorsement on PS&E/Other Data: If applicable, the responsible CONSULTANT/Engineer shall sign all plans, specifications, estimates (PS&E) and all engineering data furnished by it and where appropriate, indicate its registration number.

ARTICLE XLIV

Disadvantaged Business Enterprise (DBE) Considerations: CONSULTANT must give consideration to DBE firms as specified in 23 C.F.R. § 172.5(b) and in Appendix A to 49 C.F.R. § 26. CONSULTANT shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and CONSULTANT shall take all necessary and reasonable steps for such assurance.

As applicable, DBE requirements will be discussed at the meeting or telephone conference held to determine the specific services required in Exhibit A. COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's proposal or CONSULTANT's final invoice.

ARTICLE XLV

Disadvantaged Business Enterprise (DBE) Participation:

- A. This Agreement is subject to 49 C.F.R. § 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this Agreement is 13%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1) or in the Consultant Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

- C. DBEs and other small businesses, as defined in 49 C.F.R. § 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 C.F.R. § 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 C.F.R. § 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 C.F.R. § 26.53(f).
- F. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials, if any, for which each is listed unless CONSULTANT obtains prior written consent from COUNTY's Contract Administrator. CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE without written approval from COUNTY's Contract Administrator.
- G. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.

ARTICLE XLVI

Compliance with Disability Acts: CONSULTANT shall comply with: (a) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

ARTICLE XLVII

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Community Development Services, Department of Transportation Director, or designee, which may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under this Agreement, CONSULTANT may request review by COUNTY's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall 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 Agreement.
- D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of any and all claims arising out of or related to the dispute and a bar to any further proceedings or legal or equitable remedy.

ARTICLE XLVIII

Inspection of Work: CONSULTANT and any subconsultants authorized herein shall permit COUNTY, the State of California, and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the Project activities and files at all reasonable times during the performance period of this Agreement, including review and inspection on a daily basis.

ARTICLE XLIX

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 COUNTY's Safety Officer and other COUNTY representatives. CONSULTANT's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction project sites.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that there are areas that may be within the limits of certain projects that 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. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.
- D. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE L

Claims Filed by COUNTY'S Construction Contractors:

- A. If claims are filed by COUNTY's construction contractors relating to work performed by CONSULTANT's personnel or subconsultants, and additional information or assistance from CONSULTANT's personnel or subconsultants is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel and/or subconsultants available for consultation

with 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 and subconsultants that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Any consultation or testimony that may be required by COUNTY will be reimbursed at the same rates that are being paid for CONSULTANT's personnel services under Exhibit B hereto, unless the construction contractor claims are covered in whole or in part by ARTICLE XXX, Indemnity, in which case no compensation will be paid.
- C. Services of CONSULTANT's personnel or subconsultants in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

ARTICLE LI

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.

ARTICLE LII

Evaluation of CONSULTANT: CONSULTANT's performance will be evaluated by 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.

ARTICLE LIII

Contracting with Small and Minority Firms and Women's Business Enterprises: It is a national policy to award a fair share of contracts to small and minority business firms and women's business enterprises. COUNTY is strongly committed to the objectives of this policy and encourages all consultants to take affirmative steps to ensure such fairness.

1. CONSULTANT shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.
2. Affirmative steps shall include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;

(e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as appropriate; and

(f) Requiring the prime CONSULTANT, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

ARTICLE LIV

Environmental Compliance: CONSULTANT shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738; Environmental Protection Agency regulations (40 C.F.R. § 15); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE LV

Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is John Kahling P.E., Deputy Director, Engineering, Headington Engineering Division, Community Development Services, Department of Transportation, or successor.

ARTICLE LVI

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

ARTICLE LVII

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

ARTICLE LVIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.


ARTICLE LIX

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE LX

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.

Requesting Contract Administrator Concurrence:

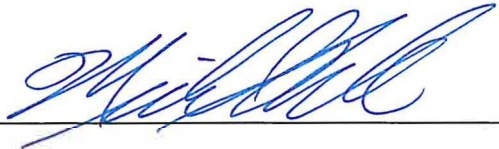
By:  _____ Dated: 09/07/18 _____
John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Division
Community Development Services
Department of Transportation

Requesting Department Concurrence:

By:  _____ Dated: 9/11/18 _____
Rafael Martinez
Director
Community Development Services
Department of Transportation

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

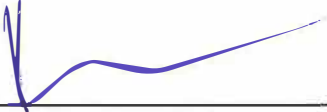
--COUNTY OF EL DORADO--

By: 

Dated: 10/16/2018

Board of Supervisors
"COUNTY"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 10/16/2018

--NICHOLS CONSULTING ENGINEERS, CHTD.--

By: 
Claude Corvino
President
"CONSULTANT"

Dated: 8/29/18

By: 
Greg Fasiano
Corporate Secretary

Dated: 8/29/18

Nichols Consulting Engineers, Chtd.

Exhibit A

Scope of Work

PROJECT DESCRIPTION

This Project is identified within Tahoe Regional Planning Agency's (TRPA) Environmental Improvement Program as Project #03.01.02.0040 and will construct approximately 0.37 miles of Class 1 shared-use path along West San Bernardino Avenue at North Upper Truckee Road to East San Bernardino Avenue at Apache Avenue. The shared-use path will cross the Upper Truckee River and include access to Washoe Meadows State Park, Tahoe Paradise Park, and the Lake Tahoe Environmental Science Magnet School in the community of Meyers in the Tahoe Basin.

The Project builds upon the Meyers Bikeway and provides a link to the bicycle network between the neighborhood on North Upper Truckee Road and the community of Meyers. It supports the *Linking Tahoe: Active Transportation Plan*, approved by the Tahoe Metropolitan Planning Organization in March 2016. The Project proposes to install a shared-use bridge over the Upper Truckee River just west of Tahoe Paradise Park and link the bike lane facilities along North Upper Truckee Road and Apache Avenue and will have options to build bike lanes along the residential area of West San Bernardino Avenue (approximately 0.4 miles) and from the western edge of the Tahoe Paradise Park to Apache Avenue (approximately 0.3 miles).

The Project is located in eastern El Dorado County, in the Tahoe Basin within the community of Meyers in South Lake Tahoe, California. It is bordered by the North Upper Truckee Road on the west, Washoe Meadows State Park to the north, U.S. Highway 50/State Route 89 on the south, and Apache Avenue to the east.

SCHEDULE AND DELIVERABLES

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

Unless otherwise indicated below, CONSULTANT shall submit draft documents and reports to COUNTY's Contract Administrator (CA) for review and comment. CONSULTANT shall incorporate COUNTY's CA's comments into final documents or reports subject to agreement by CONSULTANT and COUNTY's CA.

Draft deliverables shall be submitted in electronic MS Word format to COUNTY's CA unless otherwise stated. Final deliverables shall be submitted in PDF format to COUNTY's CA unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by COUNTY for all deliverables unless otherwise specified.

The timing of deliverables is dependent upon multiple variables from multiple agencies; therefore, completion times are approximate. Significant adjustments to the completion times specified may only be made upon written approval of COUNTY's CA.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

CONSULTANT shall coordinate with COUNTY to obtain or exchange data, develop design alternatives, and discuss scheduling implications of environmental regulations. Coordination shall be on an as-needed basis, as requested by COUNTY, to provide environmental support for the Project, including coordination with Caltrans to update the Project Description in the Preliminary Environmental Study (PES). CONSULTANT's Project Manager shall prepare draft and final monthly Progress Reports indicating portions of Tasks completed and upcoming Tasks scheduled to assist COUNTY with monitoring the Project's progress.

Activities:

- Attend up to five (5) meetings with COUNTY at COUNTY's request.
- Attend a one (1) hour long teleconference with COUNTY and COUNTY's engineering consultant once a month for the duration of the Project.
- Coordinate with COUNTY and Caltrans staff to update the PES Project Description.
- Prepare draft monthly Progress Reports and submit to COUNTY for review and comment.
- Prepare final monthly Progress Reports, incorporating COUNTY's comments and submit to COUNTY.
- Attend one (1) Public Meeting in addition to COUNTY staff meetings.

Deliverables:

- Revised PES Project Description.
- Draft and Final Monthly Progress Reports.

Schedule:

- Revised PES Project Description shall be submitted to Caltrans within one (1) week after receiving the fully-executed Agreement from COUNTY.
- Draft monthly Progress Reports shall be submitted to COUNTY monthly for the duration of the Project.
- Final monthly Progress Reports shall be submitted to COUNTY monthly for the duration of the Project.

TASK 2: AREA OF POTENTIAL EFFECT MAP

CONSULTANT shall prepare draft and final versions of the Area of Potential Effect (APE) map for approval by United States Forest Service - Lake Tahoe Basin Management Unit (USFS-LTBMU) and Caltrans. The APE map shall conform to Caltrans Local Assistance Procedures Manual (LAPM) standards and definitions, and

meet the needs of both Caltrans and USFS-LTBMU. Caltrans will hold the final determination of the APE map.

Activities:

- Based on the Project layout maps previously created for the PES provided by COUNTY, CONSULTANT shall coordinate with COUNTY to determine an appropriate APE. The APE boundary may include consideration for both direct and indirect impacts.
 - The direct or archaeological APE boundary takes into consideration both horizontal and vertical disturbance proposed by the Project. The indirect or built environment APE boundary takes into consideration potential indirect effect to architectural features, should any be identified within or adjacent to the direct APE boundary.
 - If Caltrans conducts a PES for this Project, Caltrans will inform CONSULTANT which studies need to be performed that will inform the development of the APE.
 - CONSULTANT shall work with the USFS-LTBMU and Caltrans to determine the need and extent of an indirect APE boundary.
- Prepare Draft APE map and submit concurrently to COUNTY, USFS-LTBMU, and Caltrans for review and comment.
- Prepare Final APE map incorporating comments by COUNTY, USFS-LTBMU, and Caltrans, then resubmit to all parties for approval.

Deliverables:

- Draft APE map.
- Final APE map.

Schedule:

- Draft APE map shall be submitted concurrently to COUNTY, USFS-LTBMU, and Caltrans within two (2) weeks after receiving the fully-executed Agreement from COUNTY.
- Final APE map shall be submitted to COUNTY, USFS-LTBMU, and Caltrans within two (2) weeks after receipt of COUNTY, USFS-LTBMU, and Caltrans comments on Draft APE map.

Assumption:

- Caltrans will only require a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) for this Project.

TASK 3: DELINEATION OF WATERS OF THE UNITED STATES AND WETLAND ASSESSMENT

CONSULTANT shall conduct fieldwork and prepare draft and final Delineation of Waters of the United States Reports using the APE as the study limits. The report shall include all minimum requirements of the U.S. Army Corps of Engineers (Corps) (i.e., *Minimum Standards for Acceptance of Preliminary Wetland Delineations*, dated November 30, 2001) to support verification by the Corps as part of the permitting process (see Task 10: Permit Applications). The delineation shall consist of the following work:

- Review of aerial photographs and topographic maps to identify potential water and wetland features in the APE;
- Review of soils, stream data, and vegetation information to describe conditions in the APE; and
- Fieldwork to record and delineate the boundaries of wetlands and other waters in the APE.

The report shall describe and quantify Waters of the United States in the APE, and the information contained in the report shall be summarized in the Natural Environment Study (NES) and Initial Study/Mitigated Negative Declaration (IS/MND) or Environmental Impact Report (EIR).

Activities:

- Review base maps and relevant data to identify potential waters and wetlands in the APE.
- Conduct fieldwork to delineate and map Waters of the United States, including wetlands, in the APE.
- Prepare a draft Delineation of Waters of the United States Report and submit to COUNTY and USFS-LTBMU for review and comment.
- Incorporate comments, if any, and prepare a final Delineation of Waters of the United States Report and submit to COUNTY and USFS-LTBMU.

Deliverables:

- Draft Delineation of Waters of the United States Report (electronic, MS Word, and PDF formats).
- Final Delineation of Waters of the United States Report (electronic, MS Word, and PDF formats; up to two [2] hard copies) shall be submitted to COUNTY and USFS-LTBMU within two (2) weeks after receipt of COUNTY and USFS-LTBMU comments on draft Delineation of Waters of the United States Report.

Schedule:

- Fieldwork shall be conducted within two (2) weeks after the APE boundary is confirmed by COUNTY and Caltrans, weather permitting.
- The draft Delineation of Waters of the United States Report shall be submitted to COUNTY and USFS-LTBMU for review within one (1) month after completion of fieldwork.
- The final Delineation of Waters of the United States Report shall be submitted to COUNTY and USFS-LTBMU with the NES.

Assumptions:

- Fieldwork for the delineation shall require no more than one (1) day and shall be conducted at the same time as the reconnaissance-level biology survey (see Task 5).
- Any necessary rights-to-enter will be obtained by COUNTY prior to fieldwork.

- The *Minimum Standards for Acceptance of Preliminary Wetland Delineations*, dated November 30, 2001 have been superseded by the *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*, January 2016. CONSULTANT shall follow the January 2016 minimum standards.
- Minimal revisions to the draft Delineation of Waters of the United States Report shall be necessary to produce the final draft report.
- No meetings shall be necessary to complete the Delineation of Waters of the United States Report; attendance at a site verification visit with the Corps, if necessary, is included under Task 10.

TASK 4: SIERRA NEVADA YELLOW-LEGGED FROG SITE ASSESSMENT REPORT

CONSULTANT shall facilitate resource agency permit related coordination with the United States Fish and Wildlife Service (USFWS) and USFS-LTBMU to document Federal Endangered Species Act (FESA) compliance. The Project is located in the range of the Sierra Nevada yellow-legged frog (SNYLF), a federally-listed threatened species. CONSULTANT shall conduct a site assessment for the SNYLF, which based on preliminary guidance from the Reno Fish and Wildlife office (USFWS biologist), shall include a visual encounter survey (VES) following the USFWS protocol. The VES shall include the Project area and a ninety-four foot (94') buffer along the perennial Upper Truckee River. CONSULTANT shall use the results of the site assessment to prepare draft and final versions of the SNYLF Site Assessment Report (Technical Memo) to submit to the USFWS and USFS-LTBMU for assistance in Section 7 consultation and to determine next steps for completing the Section 7 consultation.

Activities:

- Conduct background research and conduct field work for SNYLF site assessment (One [1] VES taking up to one [1] full day).
- Prepare Draft SNYLF Technical Memo and submit to USFWS, USFS-LTBMU, and COUNTY for review and comment.
- Prepare Final SNYLF Technical Memo, incorporating comments from USFWS, USFS-LTBMU, and COUNTY.
- Submit Final SNYLF Technical Memo to Caltrans and COUNTY.

Deliverables:

- Draft SNYLF Technical Memo.
- Final SNYLF Technical Memo, including five (5) copies (four [4] bound and one [1] unbound).

Schedule:

- Draft SNYLF Technical Memo shall be submitted within four (4) weeks after receiving the fully-executed Agreement from COUNTY.
- Final SNYLF Technical Memo shall be submitted to COUNTY and Caltrans within two (2) weeks after receipt of USFWS, USFS-LTBMU, and COUNTY's comments.

Assumptions:

- The SNYLF site assessment shall be conducted by two (2) scientists in less than one (1) eight (8) hour field day.

TASK 5: BIOLOGICAL ASSESSMENT

CONSULTANT shall conduct a reconnaissance-level survey of the biological study area (BSA), which may be larger than the APE to characterize habitats, identify potential breeding or other habitat for the SNYLF, and assess the potential for federally listed, candidate, or proposed plant or wildlife species to be found in or use the habitats in or near the APE. A desktop review of aerial photographs, topographic maps, and data on special-status species shall also be conducted to assess the potential for the SNYLF or other federally listed or candidate species to occur in or near the BSA. This information shall be used to prepare a Biological Assessment (BA) to evaluate Project-related impacts on federally listed species (only the Sierra Nevada yellow-legged frog is expected to be addressed) and support consultation between federal lead agency and the USFWS under Section 7 of the Endangered Species Act, including responding to questions or information requests from USFWS. Mitigation or conservation measures shall be identified in the BA to avoid or reduce potential adverse impacts on federally listed species. The BA shall be prepared in compliance with USFS-LTBMU requirements (e.g., as revised in accordance with recent USFWS checklist; Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports [March 1997]) and in close coordination with the USFS-LTBMU biologist.

Activities:

- Review background information and relevant data to assess the potential for federally listed or candidate species to occur in or near the BSA.
- Conduct fieldwork to characterize habitats and record incidental observations of special-status plants and wildlife in the BSA.
- Respond to questions or information requests from USFWS during consultation process.
- Prepare draft BA and submit to COUNTY's CA for review.
- Incorporate comments and submit revised draft BA to USFS-LTBMU and COUNTY's CA.
- Prepare final BA, incorporating federal lead agency comments, and submit to USFS-LTBMU for submittal to USFWS.

Deliverables:

- Draft BA (electronic, MS Word, and PDF formats).
- Revised draft BA (electronic, MS Word, and PDF formats; up to two [2] hard copies if requested by USFS-LTBMU).
- Final BA (electronic, PDF format; up to five [5] hard copies).

Schedule:

- Fieldwork shall be conducted within two (2) weeks after BSA boundary is confirmed by COUNTY and USFS-LTBMU, weather permitting.

- The draft BA shall be submitted to COUNTY's CA for review within one (1) month after completion of fieldwork.
- The revised draft BA shall be submitted to COUNTY and USFS-LTBMU for review within one (1) week after receipt of comments from COUNTY.
- The final BA shall be submitted to COUNTY and USFS-LTBMU for USFWS submittal within one (1) week after receipt of comments from USFS-LTBMU.

Assumptions:

- Based on preliminary guidance from the USFWS biologist, the SNYLF site assessment shall consist of a VES following the USFWS protocol and covering the Project area and a ninety-four foot (94') buffer along the perennial Upper Truckee River.
- Fieldwork for the BA shall require no more than one (1) day and shall be conducted at the same time as the delineation. The fieldwork shall be conducted by one (1) Staff Scientist in a twelve (12) hour field day or less.
- No federally listed or proposed plants are expected to occur in the BSA, and only the SNYLF is expected to be addressed in the BA.
- Minimal revisions to the draft report shall be necessary to produce the revised draft and final reports.
- No meetings shall be necessary to complete the BA.
- Any necessary rights-to-enter will be obtained by COUNTY prior to fieldwork.
- USFS-LTBMU or federal lead agency will coordinate directly with USFWS during the consultation process. USFS-LTBMU may also coordinate directly with the Corps to request a letter stating that USFS-LTBMU can serve as the federal lead for Endangered Species Act (ESA) compliance on behalf of the Corps.

TASK 6: HISTORIC PROPERTY SURVEY REPORT AND ARCHAEOLOGICAL SURVEY REPORT

CONSULTANT shall conduct field surveys and prepare draft and final versions of a HPSR and an ASR to address requirements of Section 106 of the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and the 2014 Caltrans First Amended Programmatic Agreement with the Federal Highways Administration (Caltrans PA). The HPSR serves as the cover document providing summary results of the ASR. The ASR shall follow the Caltrans ASR format and content guide, including a Project description, area of potential effect definition, Native American consultation (in compliance with AB52 policy), background context, field methods, findings, and conclusions. The ASR presents information that pertains to the direct APE only.

Activities:

- Conduct a record search at the North Central Information Center (NCIC), as well as at the USFS-LTBMU office. Information pertaining to previous studies and previously recorded sites within a quarter (1/4) mile of the direct APE boundary shall be gathered.
- Review historic maps and aeriels, soils and geology maps, and previous, recent cultural resources studies in the Project vicinity.

- Consult with Native American tribes identified by the Native American Heritage Commission in accordance with Section 106 of the NHPA and AB52 of CEQA.
- Conduct an archaeological survey within the Caltrans-approved direct APE boundary.
- Archaeological sites and isolates shall be recorded on Department of Parks and Recreation (DPR) 523 forms, photographed, and position data gathered using a mapping grade GPS unit.
- Prepare avoidance, minimization, and mitigation measures for CEQA.
- Prepare Draft HPSR and ASR for COUNTY, USFS-LTBMU, and Caltrans review and comment.
- Prepare Final HPSR and ASR, incorporating comments received from draft documents, then resubmit to COUNTY, USFS-LTBMU, and Caltrans for approval.

Deliverables:

- Draft HPSR and ASR delivered via email using electronic format (PDF).
- Final HPSR and ASR, including five (5) hard copies (four [4] bound and one [1] unbound) for COUNTY. Electronic copies (PDF) delivered via email shall be sent to the USFS-LTBMU and Caltrans.

Schedule:

- Draft HPSR and ASR shall be submitted to COUNTY, USFS-LTBMU, and Caltrans within nine (9) weeks after receiving the fully-executed Agreement and receipt of 35% Plans, Specifications, and Estimate (PS&E) from COUNTY.
- Final HPSR and ASR, incorporating comments, shall be submitted to COUNTY, USFS-LTBMU, and Caltrans within four (4) weeks after receipt of comments.

Assumptions:

- Native American involvement is anticipated to only include the Washoe tribe; however, all NAHC identified tribes shall be contacted.
- Up to two (2) archaeological sites shall require documentation.
- Only one (1) iteration of comments to the draft HPSR and ASR from COUNTY, USFS-LTBMU, and Caltrans shall be required before finalizing the documents.
- No subsurface investigation shall be required.

TASK 7: NATURAL ENVIRONMENT STUDY (NES)

CONSULTANT shall conduct an assessment of special-status plant and wildlife species and prepare a NES Report in accordance with Caltrans requirements (NES template dated June 30, 2014; *Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports* [March 1997]). The NES shall include a map depicting the biological study area, description of the Project from Task 1, a summary of the Delineation of Waters of the United States from Task 3, a characterization of the vegetation communities or habitats in the APE (i.e., biological study area) based on fieldwork conducted for Task 5, a summary of the BA and consultation process from Task 5, a discussion of special-status species with potential to occur in the APE, and an analysis of impacts on sensitive biological

resources (e.g., special-status species, Waters of the United States, Waters of the State, or riparian habitat), including identification of appropriate mitigation measures. The California Natural Diversity Database (CNDDDB), California Native Plant Society online inventory, USFWS list of federally listed species in COUNTY, and California Wildlife Habitat Relationships system shall be reviewed to identify special-status species with potential to occur in the APE and describe the habitats and species requirements. The NES shall also include a discussion of invasive plants or noxious weeds present in the APE or with potential to be spread into the APE during construction.

The USFS has created an Invasive Species Program to “reduce, minimize, or eliminate the potential for introduction, establishment, spread, and impact of invasive species across all landscapes and ownerships.” A USFS - Invasive Plant Risk Assessment (IPRA) report will be required by the USFS-LTBMU for the Project site. CONSULTANT shall conduct a site visit to locate and identify invasive plants found within the Project area and prepare an IPRA.

Activities:

- Review background information on biological resources, such as CNDDDB and USFWS lists.
- Assess the potential for special-status plant and wildlife species to occur in or near the APE.
- Conduct a site visit to document the presence of invasive weeds for the IPRA report.
- Conduct a single-visit botanical survey during the spring, if timing allows.
- Prepare draft NES and IPRA and submit to COUNTY.
- Incorporate comments from COUNTY regarding draft NES and draft IPRA, prepare revised draft NES and draft IPRA, and submit both documents to USFS-LTBMU and COUNTY.
- Incorporate comments from USFS-LTBMU and prepare final NES and final IPRA.
- Submit final NES to USFS-LTBMU for signature with copy to COUNTY.

Deliverables:

- Draft NES and IPRA (electronic, MS Word, and PDF formats).
- Revise draft NES and IPRA (electronic, MS Word, and PDF formats; up to two [2] hard copies if requested by USFS-LTBMU).
- Final NES for USFS-LTBMU signature (electronic, PDF format; up to five [5] hard copies).

Schedule:

- The draft NES shall be submitted to COUNTY’s CA for review within two (2) weeks after completion Section 7 consultation.
- The revised draft NES shall be submitted to USFS-LTBMU or the federal lead agency for review within one (1) week after receipt of comments from COUNTY.

- The final NES shall be submitted to USFS-LTBMU for signature within one (1) week after receipt of comments from USFS-LTBMU.

Assumptions:

- Fieldwork for the BA shall provide sufficient information to conduct a special-status species assessment and describe habitats. If timing allows (i.e., in spring), a supplemental botanical survey shall be conducted to compile a list of plants found in the APE. CONSULTANT anticipates conducting the Task 3 and Task 5 field work in the spring/summer of 2019. A supplemental botanical survey may be needed in the fall of 2019. This supplemental botanical survey shall be conducted by a Staff Scientist.
- CONSULTANT shall conduct a site visit to document the presence of invasive weeds for the IPRA report. This site visit shall be conducted by a Staff Scientist in one (1), ten (10) hour day. Any necessary rights-to-enter will be obtained by COUNTY prior to fieldwork.
- COUNTY will provide data on tree locations and trees to be removed for the Project.
- Protocol surveys for special-status species are not included in this Scope of Work.
- The draft NES shall be submitted to USFS-LTBMU and COUNTY's CA after Section 7 consultation is complete (see Task 5).
- Minimal revisions to the draft report NES and IPRA shall be necessary in response to comments to produce the revised draft NES and IPRA and final NES and IPRA.
- No meetings shall be necessary to complete the NES and IPRA.

TASK 8: VISUAL RESOURCES TECHNICAL MEMORANDUM

CONSULTANT shall prepare draft and final versions of the Visual Resources Technical Memorandum to evaluate the Project's potential to result in adverse impacts to existing visual resources and visual character in the Project area. CONSULTANT shall prepare the Visual Resources Technical Memorandum in accordance with FHWA, Caltrans, and Caltrans Local Assistance Guidelines. The Memorandum shall include analysis (e.g., Scenic Integrity Objectives and Scenic Stability Ratings and the Built Environment Standards and Guidelines) required by the LTBMU Forest Plan for projects located on National Forest Lands and shall address applicable guidance from the TRPA Regional Plan. The Visual Resources Technical Memorandum may identify that an Abbreviated Visual Impact Assessment (VIA), which is prepared by a Landscape Architect, is required. CONSULTANT shall prepare a VIA checklist to identify the specific needs of the Draft and Final VIA.

Activities:

- Prepare Draft VIA Checklist and Draft Visual Resources Technical Memorandum and submit to COUNTY for review and comment.
- Prepare Final VIA Checklist and Visual Resources Technical Memorandum, incorporating Caltrans' comments and submit to USFS-LTBMU and COUNTY.

Deliverables:

- Draft VIA Checklist.
- Draft Visual Resources Technical Memorandum.
- Final VIA Checklist and Final Visual Resources Technical Memorandum.

Schedule:

- Draft VIA Checklist and Draft Visual Resources Technical Memorandum shall be submitted concurrently with CEQA document completed in Task 9 below.
- Final VIA Checklist and Final Visual Resources Technical Memorandum shall be submitted within two (2) weeks after receipt of USFS-LTBMU and COUNTY comments on the drafts.

TASK 9: NEPA CATEGORICAL EXCLUSION (CE) AND CEQA DOCUMENT

USFS-LTBMU will be responsible for preparing its NEPA document, which is expected to be a NEPA CE. CONSULTANT shall coordinate with USFS-LTBMU for NEPA CE documentation, including wetlands only practicable findings, floodplains only practicable findings, and other findings, as applicable.

The technical studies and agency coordination that satisfy NEPA also support CEQA. It is anticipated that an IS/MND under this work plan shall be sufficient CEQA documentation for the Project. Upon determination of the appropriate CEQA document, CONSULTANT shall prepare an Administrative Draft CEQA document and TRPA Initial Environmental Checklist/Finding of No Significant Effect (IEC/FONSE) for COUNTY review and comment, incorporate COUNTY's comments, and prepare the Public Review Draft CEQA document. Upon completion of the public review period, CONSULTANT shall prepare draft and final responses to any public comments received and prepare the Draft Mitigation Monitoring and Reporting Program (MMRP) for COUNTY's review and comment. CONSULTANT shall prepare the Final CEQA document and Final MMRP using COUNTY's format. Once the Final CEQA document is approved by COUNTY, CONSULTANT shall prepare draft and final versions of the Notice of Completion and Notice of Intent to Adopt (NOI). This task includes the printing, circulating, and mailing of the CEQA document and shall be considered complete when COUNTY's Board adopts the CEQA document. If it is determined that an Environmental Impact Report (EIR) is the appropriate CEQA document, this Agreement and any Task in this Exhibit A may be amended if needed to provide for the preparation of an EIR. A decision that an EIR is the appropriate CEQA document may be made prior to preparation of an IS/MND or after preparation and public review of an IS/MND.

Activities:

- Determine Project impacts and evaluate impact significance based on COUNTY's standards of significance using the technical studies conducted in the Tasks above.
- Describe mitigation measures to reduce the significance of impacts.
- Prepare a CEQA document recommendation to COUNTY, anticipated to be an IS/MND.
- Prepare Draft NOI and submit to COUNTY for review and comment.

- Prepare Final NOI, incorporating COUNTY's comments and submit to COUNTY to post with COUNTY's Recorder-Clerk's Office and publish in a newspaper of record.
- Prepare Administrative Draft CEQA document, IEC/FONSE, and Draft MMRP and submit to COUNTY and TRPA for review and comment.
- Prepare Public Review Draft CEQA document and IEC/FONSE, incorporating COUNTY's comments and submit to COUNTY for distribution to public and State Clearinghouse.
- Prepare Draft Responses to comments received on the Public Review Draft CEQA document and submit to COUNTY for review and comment.
- Prepare Draft MMRP and submit to COUNTY for review and comment.
- Prepare Final Responses to comments received on the Public Review Draft CEQA document and submit to COUNTY.
- Prepare Final CEQA document, incorporating COUNTY's comments and submit to COUNTY.
- Prepare Final CEQA document, incorporating COUNTY's comments and submit to COUNTY.

Deliverables:

- CEQA document recommendation, anticipated to be an IS/MND.
- Administrative Draft CEQA document, which is anticipated to be an IS/MND and IEC/FONSE (electronic, MS Word, and PDF formats).
- Public Review Draft CEQA document and IEC/FONSE with MMRP, including five (5) hard copies (four [4] bound and one [1] unbound) for public circulation.
- Final CEQA document with response to comments, which is anticipated to be an IS/MND.
- Draft and Final Notice of Completion and NOI.
- Draft and Final MMRP.
- Draft and Final Responses to public comments received for use in COUNTY's Staff Report (letter or email).

Schedule:

- Administrative Draft CEQA document shall be submitted to COUNTY within six (6) weeks after the Final NES, BA, Cultural Reports, and Technical Studies have been approved by USFS-LTBMU.
- Public Review Draft CEQA document shall be submitted to COUNTY within two (2) weeks after receipt of COUNTY's comments on the Draft CEQA document.
- Final CEQA document, with responses to public comments received, shall be submitted to COUNTY within two (2) weeks after completion of public review period.
- Draft NOI shall be submitted to COUNTY within one (1) week after completion of Final CEQA document.
- Final NOI shall be submitted within one (1) week after COUNTY comments, if any.
- Draft MMRP shall be submitted to COUNTY concurrent with the Draft CEQA document.

- Final MMRP shall be submitted to COUNTY concurrent with the Final CEQA document.
- Draft Responses to public comments received shall be submitted to COUNTY within two (2) weeks after public circulation of the Draft CEQA document.
- Final Responses to public comments received shall be submitted to COUNTY within one (1) week after COUNTY comments, if any.
- Deadlines may be adjusted and agreed to in writing if the preparation of an EIR is required.

Assumptions:

- The appropriate CEQA document will be an IS/MND, and the duration and not to exceed amount of this agreement may require amendment if an EIR is required.
- Alternatives shall not be analyzed in the IS/MND. It is possible that the document will include a description of alternatives considered, but rejected from further review.
- No unmitigable impacts shall be identified during the impact analysis.
- Technical studies shall be in draft format before submitting the administrative draft IS/MND and IEC/FONSE for review. Draft technical studies shall be adequate to incorporate into the IS/MND and IEC/FONSE with minimal changes anticipated after Caltrans review.
- No field work (beyond that identified in Task 4) or meetings shall be necessary for preparation of the administrative draft IS/MND and IEC/FONSE.
- COUNTY is responsible for all other public noticing for the draft IS/MND review period.
- Comments on the administrative draft IS/MND shall not require additional field work, technical studies, or substantial new analyses.
- No public meetings are anticipated during the public review period. No in person meetings are necessary for preparation of the draft IS/MND and IEC/FONSE.
- COUNTY will provide a distribution list for the hard copies of the public draft IS/MND and IEC/FONSE, which CONSULTANT shall mail using standard US mail unless otherwise requested.

TASK 10: PERMIT APPLICATIONS

The environmental permit applications are prepared after the CEQA and NEPA documents are approved. CONSULTANT shall prepare draft and final applications for a Section 404 Nationwide Permit (NWP) from the Corps, a Section 401 Water Quality Certification (WQ Cert) from the RWQCB, and a 1602 Streambed Alteration Agreement (SAA) from CDFW, if applicable. Conceptual mitigation included in the NES, BA, and CEQA Environmental Document shall support the permit applications. CONSULTANT shall coordinate as necessary with the applicable agencies to obtain the permits on COUNTY's behalf and COUNTY will provide application fees. This task shall be considered complete once the environmental permits are obtained.

CONSULTANT shall prepare draft and final versions of the Environmental Commitments Record (ECR) for the biological and cultural phases of the Project and

respond to COUNTY and/or Contractor questions about the ECR. The ECR for the Project shall contain avoidance, minimization, and mitigation requirements from the Final CEQA and Final NEPA documents and permits.

COUNTY will be responsible for preparing the contract bid documents. CONSULTANT shall coordinate with COUNTY and prepare draft and final versions of a Memorandum of Concurrence of the bid documents to verify that environmental and regulatory conditions have been addressed in the contract bid package.

Activities:

- Prepare Draft Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications and coordinate with the appropriate regulatory agency (Corps, RWQCB, and CDFW). Submit draft applications to COUNTY for review and comment.
- Prepare Final Section 404 NWP application and submit to COUNTY and Corps.
- Prepare Final Section 401 WQ Cert application and submit to COUNTY and RWQCB.
- Prepare Final 1602 SAA application and submit to COUNTY and CDFW.
- Review COUNTY's PS&E package and bid documents relative to requirements set forth in the necessary permits.
- Prepare draft Memorandum of Concurrence of the bid documents with environmental and regulatory compliance. Submit to COUNTY for review and incorporate comments. Prepare final Memorandum of Concurrence of bid package with environmental and regulatory compliance. Submit to COUNTY.
- Prepare draft ECR and submit to COUNTY for review and comment.
- Prepare final ECR, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Draft Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications.
- Final Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications.
- Draft and final Memorandum of Concurrence.
- Draft and final ECR.

Schedule:

- Draft Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications shall be submitted to COUNTY within six (6) weeks after CEQA document is approved and NEPA CE is obtained.
- Final Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications shall be submitted to COUNTY and appropriate agencies within two (2) weeks after COUNTY's review and comment.
- Draft and Final Memorandum of Concurrence shall be submitted to COUNTY within two (2) weeks after receipt of 95% PS&E from COUNTY.
- Draft ECR shall be submitted to COUNTY within four (4) weeks after receipt of permits.

- Final ECR shall be submitted to COUNTY within two (2) weeks after receipt of COUNTY's comments.

Assumptions:

- Required submittals shall be submitted to the Corps within one (1) year after completion of the delineation report.
- Any revisions to the delineation map shall be minimal and shall require less than two (2) hours to prepare the final map.
- One (1) site visit/meeting with the Corps shall be necessary during the verification and permitting process. No other field visits shall be necessary.
- Mitigation shall be achieved through purchase of credits at a conservation bank or another means identified by the Corps; no Project-specific wetland mitigation plan or restoration plan is included in this scope of work.
- Consultations initiated by Caltrans shall be sufficient for the Corps permitting process and no additional analyses, evaluations, field work, resource agency coordination, or documentation shall be needed to support Corps consultations.
- COUNTY's CEQA process fully meets the needs of Lahontan RWQCB for documentation of compliance with CEQA. Any additional work related to CEQA is excluded from this scope of work.
- Any revisions to the draft application shall be minimal and shall require less than two (2) hours to produce the final application.
- No meetings shall be necessary during the application process.
- A SAA shall be required if the proposed bridge does not entirely span the bed, channel, or bank of the Upper Truckee River.
- This Streambed Alteration permit will not cover the South Tahoe Public Utility District's pipeline reconfiguration.

TASK 11: GEOLOGIC SITE REVIEW/ FIELD EXPLORATION AND SUBSURFACE INVESTIGATION

CONSULTANT shall review geological maps, seismic literature, and available soil logs and information obtained pertaining to the vicinity of the proposed bridge. Research shall include a review of published geologic maps and fault hazard reports to establish the presence of documented geologic hazards at the site. Existing geotechnical reports for other projects in the area shall be reviewed, as available, to supplement information obtained during this investigation. CONSULTANT shall perform a record search to obtain readily available published geologic, hydrogeologic, and geotechnical data for the Project area and near vicinity. The soils within the Project area are mapped by California Geological Survey as Tahoe glacial till deposits consisting of unconsolidated boulder till with weathered matrix and locally may include outwash deposits with boulder to cobble gravel, sand, and silt soil matrix. An initial site visit shall be performed by CONSULTANT to perform a reconnaissance of the Project site to become familiar with Project site conditions. CONSULTANT shall conduct geologic site review/field exploration to observe, identify, and map the existing geologic features/units exposed along the Project alignment and to plan the field explorations.

CONSULTANT shall mark the site for utility clearance by Underground Service Alert (USA) prior to exploration. CONSULTANT shall meet with COUNTY representatives

and/or USA subscribers to verify the location of existing underground utilities and relocate proposed boring/coring locations as necessary. CONSULTANT shall review the existence of observable obstacles to drilling. With COUNTY's coordination, CONSULTANT shall obtain TRPA and public/ private property permission, COUNTY encroachment permit, and COUNTY Environmental Management Department permit, as necessary. Where necessary, CONSULTANT shall obtain a well/drilling permit from COUNTY Environmental Management Department for exploration borings. CONSULTANT shall submit a soil/hydrologic scoping report application to TRPA with needed fees to obtain a permit for our test pit explorations. CONSULTANT shall coordinate the test pit exploration time with TRPA so that the exploration can be examined by TRPA personnel.

Site exploration shall be performed via advancing two (2) borings and up to ten (10) test pits as detailed below. The borings shall be advanced on either side of Upper Truckee River near the proposed bridge abutment locations and each boring shall extend up to forty (40) feet below the existing ground surface. The borings shall be advanced outside the limits of the River.

In addition, up to ten (10) backhoe test pits shall be advanced along the shared-use path alignment. Most of the test pits (up to six [6]) shall be advanced in the bike path alignment between East and West San Bernardino Avenue where significant grading is expected. The remaining test pits shall be advanced along the additional, optional bike path segments noted above. Test pits shall be advanced to a maximum depth of fifteen feet (15') below the existing ground surface. CONSULTANT shall coordinate with TRPA to examine test pits. Test pits shall be backfilled immediately after the exploration with loosely-placed soil and the area re-graded to the extent possible with equipment on hand (or grouted as required by COUNTY Environmental Management Department).

Material encountered during exploration shall be logged in the field by CONSULTANT's geotechnical personnel (either professional engineer or professional geologist). If groundwater is encountered, CONSULTANT shall measure and test representative samples in their laboratory.

Activities:

- Research and review Project site.
- Conduct geologic site review/field exploration to observe, identify, and map the existing geologic features/units exposed along the Project alignment and to plan the field explorations.
- Mark the site for utility clearance by Underground Service Alert (USA) prior to exploration.
- Advance borings and test pits.
- Log material encountered during exploration and test representative samples.

Deliverables:

- Results and findings of the laboratory testing shall be included in the Draft and Final Geotechnical Design Reports (Task 12).

Schedule:

Complete the geologic site review/ field exploration and subsurface investigation within four (4) weeks after receiving the fully-executed Agreement from COUNTY.

TASK 12: LABORATORY ANALYSIS

CONSULTANT shall perform geotechnical laboratory tests on selected soil samples to evaluate the engineering and index properties of the site materials. Testing shall include but not be limited to moisture density/maximum density, Atterberg Limit, unconfined compressive strength, and other testing as determined necessary by COUNTY after field sample collections have been evaluated. One (1) soil corrosivity test shall be performed of near surface materials at the bridge location. Table 1 summarizes the laboratory testing schedule.

Table 1. Laboratory Test Schedule

Laboratory Testing	Number of Tests
Moisture content	8
Gradation/sieve analysis	8
Atterberg Limits	8
Direct shear tests	2
R-value Tests	2
Corrosion test for bridge site (chemical testing for pH, redox, resistivity, sioluble	1

Activities:

- Geotechnical laboratory tests.

Deliverables:

- Results and findings of the laboratory testing shall be included in the Draft and Final Geotechnical Design Reports (Task 13).

Schedule:

- Complete the laboratory testing within two (2) weeks from the completion of the work under Task 11.

TASK 13: SUBSURFACE INVESTIGATION REPORT

Upon completion and acceptance by COUNTY of the field and laboratory work under Tasks 11 and 12, CONSULTANT shall perform geotechnical engineering analyses that are necessary to develop geotechnical design recommendations for the Project, including bridge foundations. CONSULTANT shall analyze all field exploration,

mapping data and research findings in order to develop conclusions and recommendations that shall result in the Geotechnical Design Report, in accordance with Caltrans standards. CONSULTANT shall prepare and submit a Draft Geotechnical Design Report to COUNTY for review and comment. CONSULTANT shall incorporate or address comments from COUNTY into the Final Geotechnical Design Report.

Activities:

- Geotechnical engineering analyses.
- Draft and Final Geotechnical Design Report.

Deliverables:

- Draft Geotechnical Design Report (PDF).
- Final Geotechnical Design Report, including three (3) hard copies (two [2] bound and one [1] unbound) and in PDF format.

Duration:

- Draft Geotechnical Design Report within four (4) weeks of the completion of work under Task 11.
- Final Geotechnical Design Report within one (1) week of receipt of COUNTY's comments, if any, on the Draft Geotechnical Design Report.

TASK 14: DESIGN REVIEW AND CONSULTATION

CONSULTANT shall review the bridge foundation design prepared by COUNTY with respect to geotechnical consideration and shall provide additional consultation to COUNTY regarding any questions of geotechnical conditions or foundation design issues which may arise during the design phase. CONSULTANT shall provide bridge foundation design consultation to COUNTY via phone and/or email. CONSULTANT's geotechnical engineer's staff time shall not exceed a total of sixteen (16) hours for this geotechnical review/consultation task after issuing the final geotechnical report.

CONSULTANT shall prepare a written summary of review comments, recommendations, and/or responses pertaining to bridge foundation design or geotechnical issues.

Activities:

- Design consultation.
- Written summary.

Deliverables:

- Written summary of review comments, recommendations, or responses to the geotechnical consideration of COUNTY's plans or COUNTY's questions pertaining to the bridge foundation design, submitting three (3) hard copies and one (1) electronic copy.

Duration:

- Written summary of review comments within two (2) weeks of receipt of the bridge foundation plans.

- Respond to any specific design inquiry from COUNTY within two (2) weeks of the inquiry.

TASK 15: FLOODPLAIN TECHNICAL STUDY

CONSULTANT shall obtain the effective FEMA hydraulic model of the Upper Truckee River from COUNTY. CONSULTANT shall compare the model geometry to surveyed data of the Upper Truckee River near the proposed bridge crossing and, if necessary, update the model to reflect surveyed conditions. CONSULTANT shall then create a with-Project hydraulic model to reflect the proposed bridge crossing geometry. CONSULTANT shall run the updated existing conditions model and the with-Project model for the base flood in floodplain and floodway conditions. If the floodway model shows an increase in 100-year water surface elevation (WSEL) compared to the results of the updated existing conditions model due to the proposed bridge geometry or a substantial increase in floodplain WSEL that would negatively impact surrounding properties, CONSULTANT shall work with the bridge designers in order to come to agreement on a design that mitigates the increase, generating up to three (3) additional adjusted hydraulic model runs.

Activities:

- Prepare updated existing conditions hydraulic model incorporating the surveyed conditions of the Upper Truckee River near the planned bridge crossing, run using the base flood flows in both floodplain and floodway conditions. Any additional return intervals, including the FEMA hydraulic model, shall be analyzed.
- Run proposed conditions hydraulic model of the Upper Truckee River reflecting up to four (4) alternatives of the proposed bridge crossing, run with base flood flows in both floodplain and floodway conditions. Any additional return intervals, including the FEMA hydraulic model, shall be analyzed.
- Prepare technical memorandum describing the methods, assumptions, and results of the flood analysis.

Deliverables:

- Compared model geometry.
- Conditions models.
- Technical memorandum.

Schedule:

- Fieldwork shall be conducted within two (2) weeks after the APE boundary in Task 3 is confirmed by COUNTY and Caltrans, weather permitting.
- Technical memorandum shall be submitted to COUNTY and USFS-LTBMU for review within one (1) month after completion of fieldwork.

Assumptions:

- Topographic survey data will be available from COUNTY in order to complete the floodplain analysis.
- The scope of work does not include the hydraulic or sediment transport analysis that would be associated with removal of the sheet metal weir.

- No changes to the base flood hydrology of the Upper Truckee River shall be necessary for the study.
- The regulatory effective FEMA model shall be modified to reflect existing surveyed conditions of the channel from approximately 750 feet upstream to approximately 750 feet downstream of the proposed bridge crossing location.

Nichols Consulting Engineers, Chtd.

Exhibit B

Rate Schedule

Item	Rate
LABOR	
Principal	\$69.71 – 84.34 / hour
Associate	\$49.92 – 68.83 / hour
Senior	\$38.12 – 56.91 / hour
Project	\$31.25 – 47.30 / hour
Clerical	\$23.11 – 31.32 / hour
Staff	\$32.36 – 37.85 / hour
SALARIES AND EXPENDITURES	
*Annual Salary Escalation	4%
**Mileage Expenses	
Other Direct Costs	At Cost

Fringe Benefit 94.08%

Overhead Rate 113.35%

Fee (Profit) 10%

Total Fixed Fee (Profit) shall not exceed \$10,066.77.

* The hourly rates may be adjusted to a maximum of four percent (4%) increase per year which shall require written approval and acceptance by COUNTY's Contract Administrator prior to the new rates becoming effective. Any rate increases authorized by COUNTY's Contract Administrator shall not increase the not-to-exceed amount of the Agreement.

** Reimbursement for mileage expenses for CONSULTANT and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE II, Compensation for Services, and ARTICLE VII, Cost Principles and Administrative Requirements, of this Agreement.

Nichols Consulting Engineers, Chtd.

Exhibit C

Cost Estimate

<u>Task</u>	<u>Description</u>	<u>Cost</u>
1	Project Management, Meetings, and Coordination	\$ 17,752.63
2	Archaeological Area of Potential Effect Map	\$ 2,298.56
3	Delineation of Waters of the United States and Wetland Assessment	\$ 14,151.12
4	Sierra Nevada Yellow-Legged Frog Site Assessment Report	\$ 5,175.54
5	Biological Assessment	\$ 7,152.22
6	Historic Property Survey Report and Archaeological Survey Report	\$ 12,665.60
7	Natural Environment Study	\$ 13,517.82
8	Visual Resources Technical Memorandum	\$ 315.52
9	NEPA Categorical Exclusion (CE) and CEQA IS/MND	\$ 12,338.85
10	Permit Applications	\$ 5,899.23
11	Geologic Site Review/Field Exploration and Subsurface Investigation	\$ -
12	Laboratory Analysis	\$ -
13	Subsurface Investigation Report	\$ 631.03
14	Design Review and Consultation	\$ -
15	Floodplain Technical Study	\$ 18,847.40
	Consultant Other Direct Costs and Mileage	\$ 2,805.66
	Consultant Total	\$ 113,551.18
	SUBCONSULTANTS	
	Hauge Brueck	\$ 60,860.80
	Other Direct Costs	\$ -
	Corestone	\$ 24,460.00
	Other Direct Costs	\$ 16,625.00
	Subconsultant Total	\$ 101,945.80
	Total Project Cost Estimate	\$ 215,496.98

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work tasks and Other Direct Costs and Mileage, and subconsultants identified herein, if any, subject to COUNTY's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Nichols Consulting Engineers, Chtd.

Exhibit D

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XIII, Conflict of Interest, in the space provided below, and on supplemental sheets as necessary, (a) 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; and (b) CONSULTANT shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project.

Multiple horizontal lines for disclosure text.

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of Consultant Disclosure Statement, other than as disclosed above.

Signature

Claude Corvino

Name

President

Title

Nichols Consulting Engineers, Chtd.

Company Name

8-29-18

Date

Nichols Consulting Engineers, Chtd.

Exhibit E

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p><input type="checkbox"/> b. material change</p> <p style="text-align: right;">For Material Change Only: year ____ quarter ____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Authorized for Local Reproduction</p> <p>Standard Form - LLL</p>		
<p>Federal Use Only:</p>		

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Nichols Consulting Engineers, Chtd.

Exhibit E

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity 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 a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.