

Nichols Consulting Engineers, CHTD.

Environmental Assessment Services for the Rubicon Trail Parking Lot Expansion Project

AGREEMENT FOR SERVICES #8311

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 300 E. 2nd Street, Suite 1210, Reno, Nevada 89501, whose local place of business is located at 8795 Folsom Boulevard, Suite 250, Sacramento, California 95826, 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 Chief Administrative Office, Parks and Trails Division, in providing environmental assessment services for the Rubicon Trail parking lot expansion project;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

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

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, section 210(b)(6), and/or Government Code section 31000;

WHEREAS, on August 22, 2023, Consultant was formally approved to a qualified list for consulting services, Category C, for Civil Engineering, as the result of competitive Request for Qualifications (RFQ) #23-918-072;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and

those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, tools, vehicles, equipment, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit B, marked "Cost Proposal," incorporated herein and made by reference a part hereof.

The receipt of this fully 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.

If a submittal deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic auto computer-aided design (CAD) 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, or designee. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator, or designee. 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, or designee. Consultant shall submit all deliverables to County's Contract Administrator, or designee, in accordance with completion time schedules identified in this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire September 30, 2026.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

For the purposes hereof, the hourly billing rates for the Tasks listed Exhibit B shall be invoiced in accordance with Exhibit C, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit B. In the performance of the services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit B among the various Scope of Work Tasks, subject to County Contract Administrator's, or designee, prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$211,115, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Parks and Trails Division
200 Armory Drive
Placerville, California 95667

Attn.: Jennifer Franich
Deputy Chief Administrative Officer

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

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 V

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator, or designee, 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. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator, or designee, to determine if Consultant is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Consultant's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, or designee, and Consultant shall modify its work if the County's Contract Administrator, or designee, determined it is necessary to meet current County requirements applicable to the project. Consultant shall include in a progress report the total number of hours worked by Consultant and any authorized subconsultants; a 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 VI

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, or designee. 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 VII

Standards for Work: Consultant shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator, or designee.

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 or other regulatory agencies will not relieve Consultant or subconsultant of this professional responsibility.

All work must be performed, and work products prepared in a format and manner customarily anticipated by County and/or other appropriate agencies.

ARTICLE XI

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

ARTICLE XII

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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, or designee, in writing, authorizes that agreement or sharing of information.

ARTICLE XIII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, 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, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office, Parks and Trails Division for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIV

Assignment and Delegation: 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.

ARTICLE XV

Independent Contractor: The parties intend that an independent consultant relationship will be created by this contract. 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, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or

sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XVI

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 fiscal 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 XVII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period

required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

Default, Termination, and Cancellation:

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
- b. 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. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.

- c. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 - d. A violation of ARTICLE XXV, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the 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.

ARTICLE XIX

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

To County:

With a copy to:

County of El Dorado
 Chief Administrative Office
 Parks and Trails Division
 200 Armory Drive
 Placerville, California 95667

County of El Dorado
 Chief Administrative Office
 330 Fair Lane
 Placerville, California 95667

Attn.: Jennifer Franich
 Deputy Chief Administrative Officer

Attn.: Michele Weimer
 Procurement and Contracts Manager

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.: Gregory Fasiano, PG, Corporate Secretary

or to such other location as Consultant directs.

ARTICLE XX

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 XIX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, or designee, 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 XXI

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the 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, officers, or agents, 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, consultants, and subconsultants. This duty of Consultant includes the duty of defense, inclusive of that set forth in Civil Code section 2778 and is subject to any limit provided for in Civil Code section 2782.8(a) of the cost to defend charged to Consultant. 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.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXII

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. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) 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. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- 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 Risk Management 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 thirty (30) days 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 in respect to 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 in respect to 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, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive 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.

ARTICLE XXIII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities,

expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIV

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, nor any officer or employee of the Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XVIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXVI

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code section 12990 and California Code of Regulations, Title 2, section 11102.

ARTICLE XXVII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has 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 XXVIII

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 XXIX

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 XXX

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 XXXI

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 XXXII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Jennifer Franich, Deputy Chief Administrative Officer, Chief Administrative Office, or successor.

ARTICLE XXXIII

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 XXXIV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXV

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

ARTICLE XXXVI

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 XXXVII

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 XXXVIII

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.

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- NICHOLS CONSULTING ENGINEERS, CHTD. --

By: _____

Dated: _____

Margot T. Yapp
President and
Chief Executive Officer
"Consultant"

By: _____

Dated: _____

Gregory Fasiano
Corporate Secretary

Nichols Consulting Engineers, CHTD.

Exhibit A

Scope of Work

Consultant shall provide environmental assessment services for the Rubicon Trail parking lot expansion project for the locations identified in Exhibit E, marked "Project Locations," incorporated herein and made by reference a part hereof.

All deliverables shall be submitted in the format as specified by County's Contract Administrator, or designee, and shall be either electronic PDF, MS Word, MS Excel, CAD, Environmental Systems Research Institute (ESRI) ArcGIS format, or any additional format as deemed necessary.

The deliverables schedule for each Task listed below shall be discussed and agreed upon between Consultant and County's Contract Administrator, or designee.

Consultant shall complete the following Tasks in accordance with the agreed-upon deliverables schedule:

Task 1 - Project Management

Consultant shall be responsible for managing the delivery of the environmental compliance portion of this project, including adhering to the project scope, budget, and schedule presented in this Agreement. To achieve this, Consultant shall coordinate project activities with its internal team and facilitate periodic project meetings with the County and the United States Forest Service (USFS). Consultant's Project Manager shall be the primary point of contact for the County and USFS on this project.

1.1 - Project Management and Coordination

Consultant shall coordinate its internal team, participate in up to six (6), two (2) hour project meetings, informal interactions during the project, and prepare monthly invoices.

Deliverables:

- Project meetings (up to six [6], two [2] hour meetings).
- Project meeting summaries.
- Monthly invoices.

Task 2 - Kickoff, Background, Purpose and Need

This task will involve participating in a kickoff meeting, reviewing existing background information and newly available data within the project, and preparing the project description, purpose and need statement, and alternatives summary. Consultant shall participate in a kickoff meeting to discuss initial steps on the project, establish

communication channels, develop and set the critical path for the project, and confirm the scope of work. The full area of potential effect (APE) will be discussed and defined in the kickoff meeting, including staging areas, and Consultant shall use this information to prepare an APE map for use in technical documents and National Environmental Policy Act (NEPA) Section 106 compliance, as outlined in Task 3.2 below.

Consultant shall initiate a review of available literature and documents including the existing environmental document, available project plans, previous project correspondence, summaries of previous public outreach, etc. This background information will provide Consultant with the necessary details to prepare the project purpose and need statement in a format acceptable to the USFS. Consultant shall also develop a project description that will include design details for the parking lot, restoration of the existing staging area, and natural surface trail, as appropriate. The project description will include a discussion of existing and proposed rights of way and easements, a list of construction methods, an approximate construction schedule, and other relevant details to allow a thorough impact analysis. Consultant shall also develop a description of potential alternatives at a lesser level of detail.

Deliverables:

- One (1) Kickoff meeting and summary.
- One (1) Draft and final purpose and need statement.
- One (1) Draft and final project description (possibly combined with purpose and need statement).
- One (1) Draft and final description of project alternatives.

Task 3 - Technical Studies

Consultant shall perform the necessary technical studies and database searches to support the NEPA environmental document, assumed to be an environmental assessment (EA).

3.1 - Biological Resources Assessment

Consultant shall prepare a biological resources assessment (BRA) for the project. The BRA shall be prepared to present resources information relevant to key agencies including the USFS, California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), and the Tahoe Regional Planning Agency (TRPA). Within the BRA, Consultant shall evaluate biological resources within a defined biological study area (BSA). The BSA represents a one (1) mile or one-half (1/2) mile buffer around the APE and includes an area where special status species (SSS) or their habitat may exist, that is outside of the footprint of the proposed improvements. The BSA considers the possible movement of species, impacts to SSS if the project expands beyond the APE, and allows the biologist to evaluate effects to SSS if project limits or project design parameters change.

The BRA will include the project description, regulatory background, and surveys of the BSA's sensitive biological communities including botanical resources, fish, and wildlife resources, SSS and critical habitat, and invasive plants. In addition, the BRA will discuss the potential impacts and mitigation which will be prepared based on the results of the above studies.

Botanical – Consultant shall provide a qualified botanist to conduct surveys for special status plant species within the BSA at the appropriate floristic time, as determined by Consultant's qualified botanist, to detect special status plant species as defined by the USFWS, USFS, California Native Plant Society (CNPS), CDFW, and TRPA. Prior to conducting the botanical surveys, Consultant's qualified botanist shall contact the appropriate resource managers including the USFWS, USFS, CNPS, CDFW, and TRPA to ensure that Consultant is utilizing the most updated botanical SSS lists and survey protocols. Consultant's qualified botanist shall spend two (2) days in the field and conduct the surveys on foot by meandering transects, examining habitat types and vegetation levels present within the BSA. Late season surveys may be required for some vegetation species.

Consultant shall characterize vegetation communities and determine the potential for both direct and indirect effects on botanical resources. In addition, Consultant's qualified botanist shall utilize existing literature and knowledge of the physical setting and project vicinity to determine if there is the potential for SSS to exist, even if not encountered during the foot surveys. Consultant shall ensure that the survey data is mapped and delineated in ESRI ArcGIS format.

Fish and Wildlife - Consultant shall conduct wildlife surveys with respect to special status wildlife species as defined by USFWS, USFS, CDFW, and TRPA regarding fish, mammals, birds, amphibian, and reptilian species in the appropriate habitats within the BSA. Prior to conducting the fish and wildlife surveys, Consultant's qualified biologist shall contact the appropriate resource managers with USFWS, USFS, CDFW, and TRPA to ensure that Consultant is utilizing the most updated SSS lists and survey protocols for the surveys.

Consultant assumes the proposed improvements will not overlap known SSS habitat (e.g., suitable habitat for Sierra Nevada yellow legged frog). Consultant assumes coordination with the USFWS, under Section 7 of the Endangered Species Act, will not be required on this project.

Consultant shall provide a qualified biologist to spend two (2) days conducting wildlife surveys at the appropriate seasonal times as defined within current protocols from USFWS, USFS, CDFW, and TRPA. Late season surveys may be required for some wildlife species. Consultant shall ensure that the information collected from the surveys is mapped and delineated in ESRI ArcGIS format.

Invasive Plant Risk Assessment - Consultant shall prepare an Invasive Plant Risk Assessment (IPRA) that is consistent with the latest USFS template. The IPRA shall present the regulatory background, project description, non-project and project-

dependent factors that influence invasive plant habitat, management measures, and habitat vulnerability. In addition, the IRPA shall include a figure and table presenting the locations and species of invasive plants within the BSA and the anticipated response from the proposed action.

Consultant shall prepare and provide a digital draft BRA and IPRA to the County and USFS for review. Consultant shall obtain, review, and integrate appropriate comments. Consultant shall then revise the draft BRA and IPRA and prepare the final BRA for inclusion in the environmental document.

Deliverables:

- One (1) digital Draft and one (1) final BRA

3.2 - Heritage Resources Inventory Report

The heritage resources inventory report requires the consideration of potential impacts to historic properties (i.e., resources eligible to the National Register). Direct and indirect effects must be taken into consideration. This analysis shall include the following elements:

Area of Potential Effect Development - In consultation with the County and the USFS, Consultant shall create an APE map. The purpose of the APE map is to define the potential direct and indirect impacts the project may have on nearby or adjacent historic properties. It will also be used to define the BSA as discussed in Task 3.1 and serve as the 'project area' for the environmental analysis.

The draft APE map shall be provided to the County and USFS for review. Consultant shall incorporate relevant updates and prepare the final APE. It is assumed that the approved final APE will suffice for the cultural resources study area (and other technical studies).

Initial Agency Coordination - Consultant shall meet with the USFS to discuss the approach to the heritage inventory, anticipated resources, and reporting expectations. This initial meeting will last up to two (2) hours in length. The purpose of the meeting is to discuss the previously recorded resources within the APE. Two (2) additional, one (1) hour coordination meetings with the USFS are included to ensure minimal revisions to the report, once submitted.

Initiate Native American Consultation - The lead federal agency identified for this project is the USFS. As such, Native American consultation required under NEPA Section 106 will be the responsibility of the USFS. Consultant shall not be responsible for any aspect of this task.

Conduct Archival Research - Once initial agency consultation and APE definition tasks have been completed, Consultant shall initiate archival research. A record search request shall be submitted to the North Central Information Center (NCIC), requesting

available existing record search information. The records search fee is anticipated to be approximately one thousand dollars (\$1,000) for a non-expedited request. Also, a records search shall be conducted at the USFS office; therefore, an office may be required. Emphasis of archival research shall be placed on the identification of previously conducted archaeological and architectural studies, and the location of previously recorded archaeological and architectural resources. The search area shall include the APE and a one-quarter (1/4) mile buffer adjacent to the APE. Archival research shall also include the examination of historic maps, local records, and articles that relate to the project area.

One known resource is adjacent to the project area. The Rubicon Trail, originally used by Native Americans connecting Sacramento Valley to Lake Tahoe, was discovered by Western Europeans in the mid-19th century. By the late 19th century, the road was used to reach the Rubicon Mineral Springs Resort and Hotel, until the resort closed in the late 1920s and the road fell into disrepair. Beginning in the early 1950s to the present, the road has become an internationally famed Off-Highway Vehicle (OHV) route, elevating tourism, and recreational opportunities within the Tahoe region.

Conduct Intensive Pedestrian Inventory - Consultant cultural resource personnel, meeting Secretary of Interior Qualifications for Archaeology, shall conduct an intensive, Class III pedestrian field survey of the APE to determine the existence and extent of cultural resources present. Survey coverage shall include visible ground surfaces and survey transects shall be defined in accordance with USFS prescribed standards (typically not to exceed fifteen [15] meter increments in California).

In general, the purpose of the field survey is to: 1) confirm the location of previously recorded resources and update site forms as necessary; and 2) formally record newly discovered resources, if identified. Up to five (5) resources are anticipated (Rubicon Trail plus four [4], non-complex resources such as small trash scatters or lithic scatters). Architectural resources are not anticipated. It is assumed no subsurface investigation will be required.

Heritage Resources Inventory Report - Consultant shall develop and submit a draft heritage resources report, meeting the USFS formatting standards. The draft report shall be submitted concurrently to the County and USFS for review. If the inventory results in the identification of archaeological resources (considered sensitive information by the USFS), a redacted copy shall be provided to the County. Consultant shall incorporate one (1) round of comments then prepare and deliver the final cultural resource report to support the environmental analysis presented in the environmental document.

Deliverables:

- One (1) Draft and one (1) final APE map (electronic format)
- One (1) Draft and one (1) final heritage resources inventory report (electronic format)

3.3 Aquatic Resources Delineation

Aquatic resources exist in the vicinity of the proposed parking lot expansion project and the potential natural surface trail may cross a National Wetland Inventory mapped resources. As a result, this task is included in the event an aquatic resource delineation is needed. Consultant shall only initiate this work if requested by the County and USFS.

Consultant shall conduct an aquatic resources delineation within the APE to determine the location and extent of potential federally jurisdictional Waters of the United States (WOUS). This effort shall involve field work, the preparation of a United States Army Corps of Engineers (USACE) draft aquatic resources delineation report, and a final aquatic resources delineation report.

Prior to the field work, Consultant shall conduct a data review of the project. The data review shall include United States Geological Survey (USGS) topography, USFWS National Wetland Inventory data, imagery, determination of the Natural Resources Conservation Service listed soils as hydric or non-hydric, review of climate data, and the preparation of field maps. The field maps shall be prepared, and field data shall be collected based on the following resources:

- 1987 Corps of Engineers Wetland Delineation Manual
- Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0), May 2010
- A Field Guide to the Identification of the Ordinary High-Water Mark (OHWM) in the Arid West Region of the Western United States, August 2008 (if field conditions warrant this method)
- Minimum Standards for Acceptance of Aquatic Resources Delineation Reports for the Sacramento District, issued January 2016
- Updated Map and Drawing Standards for the southern Pacific Division Regulatory Program, issued February 10, 2016

As part of the aquatic resources delineation, Consultant shall map soil pit locations and potential jurisdictional WOUS including wetlands in ESRI ArcGIS format (can be converted to AutoCAD format) and provide these data to the County and USFS as part of the final deliverable package.

Consultant shall provide the County and USFS with a digital copy of the draft aquatic resources delineation report for review. Consultant shall integrate comments, revise the report materials, and prepare and submit the final aquatic resources delineation report, aquatic resources excel spreadsheet, and the geographic (GIS) digital data to the USACE and the County.

Deliverables:

- One (1) Draft USACE aquatic resources delineation report, aquatic resources excel spreadsheet, and the GIS digital data submitted via email to the County and USFS.
- One (1) Final USACE aquatic resources delineation report, aquatic resources excel spreadsheet, and the GIS digital data submitted to the USACE and County via email.

3.4- Executive Order (EO) 11990 - Protection of Wetlands

If wetlands are determined to be present within the project area, the project must comply with EO 11990 regarding the protection of wetlands. This process involves early public review of any plans or proposals for new construction of wetlands, which can be accomplished through the public meeting #1 outlined in Task 7. If the project is expected to impact wetlands defined in Task 3.3 above, Consultant shall prepare an analysis that considers factors relevant to the project's effect on the survival and quality of the wetlands. Among these factors are:

- Public health, safety, and welfare, including water supply, quality, recharge, and discharge; pollution; flood and storm hazards; and sediment and erosion.
- Maintenance of natural systems, including conservation and long-term productivity of existing flora and fauna, species and habitat diversity and stability, hydrologic utility, fish, wildlife, timber, and food and fiber resources.
- Other uses of wetlands in the public interest, including recreational, scientific, and cultural uses.

The analysis shall address potential or planned actions to minimize the destruction, loss, or degradation of wetlands, and to preserve and enhance the natural and beneficial values of the wetlands. Although not anticipated, the analysis shall provide evidence for the USFS finding that (1) that there is no practicable alternative to construction in the wetland, and (2) that the proposed action includes all practicable measures to minimize harm to wetlands which may result from such use. Economic, environmental, and other pertinent factors may be considered in justifying the impact on the wetlands.

Deliverables

- One (1) Draft and One (1) Final EO 11990 Analysis

3.5 - Air Quality

Short term air quality effects related to construction shall be assessed using the RoadMod model and documented in the EA. Whereas the project is intended to provide safe off-road parking to meet an existing demand, and will replace existing parking along the roadside, no significant increase in traffic is anticipated. Therefore, operational impacts would not exceed local thresholds or trigger a conformity analysis.

Deliverables:

- One (1) RoadMod output summary as Appendix.

Task 4 - Environmental Assessment

Consultant shall prepare an environmental document for the project pursuant to the USFS, Department of Agriculture NEPA of 1969 Handbook FSH 1909.15, which provides guidance for compliance with NEPA, as implemented through regulations issued by the Council on Environmental Quality (CEQ) (40 CFR Parts 1500-1508), and procedures issued by the United States Department of the Agriculture (36 CFR Part 220).

The level of NEPA compliance necessary for the proposed project is anticipated to be an EA. Should this level of NEPA compliance change based on information received through public scoping, input from USFS staff, or specialists from other agencies (e.g., USACE, Environmental Protection Agency [EPA], etc.), a separate scope and fee will be developed and submitted to the County to account for the additional effort.

Consultant shall prepare the EA which requires an analysis of the potential direct, indirect, and cumulative effects of the project on a range of issues, including land use, air quality, biological resources, cultural/historic resources, floodplains, hazards, noise, environmental justice, water quality, and transportation. This analysis shall draw from the technical studies described in Task 3 and provide an analysis of all other relevant NEPA and statutory topics (i.e., the EA shall exclude topics such as coastal zones, coastal barriers, and sole source aquifers, which are not present in this region). The EA shall also include the purpose and need for the project, an analysis of the preferred alternative, a summary of any necessary mitigation measures, and a complete record of correspondence, public outreach, publications, and exhibits.

Preparation of the EA shall begin once Consultant receives at least thirty percent (30%) design plans from the project engineer/project architect that details at a minimum: project footprint, disturbance/grading footprints, trail location (if included), areas to be blocked or restored, staging and access area(s), construction methods and timelines, and total acreage of areas subject to impact. Changes to project design, footprint, and/or scope after receipt of the thirty percent (30% design may warrant additional scope and fee to integrate changes to the EA document and/or any additional surveys and analyses.

Consultant shall submit the draft EA document to the County and USFS staff for review and comment. Consultant shall incorporate comments and prepare a final EA with attachments constituting the Environmental Review Record (ERR).

Deliverables:

- One (1) Draft EA document. (electronic format)
- One (1) Final EA/ERR. (electronic format)

Task 5 - Finding of No Significant Impact (FONSI)

Consultant shall draft a FONSI, if applicable based on the EA, that briefly presents the reasons why the project will not have a significant effect on the human environment and for which an environmental impact statement will not be prepared. The FONSI shall include the EA or a summary of it and shall note any other environmental documents related to it. The draft FONSI shall be submitted to staff for review and comment.

The EA shall be attached to the Final FONSI, which will be available for public review a minimum of thirty (30) days before a decision to implement the project is made.

Deliverables:

- One (1) Draft FONSI. (electronic format)
- One (1) Final FONSI. (electronic format)

Task 6 - Decision Notice and Distribution

Consultant shall work closely with USFS staff to prepare a draft Decision Notice to document the conclusions drawn and the decision(s) made by the USFS based on the supporting record, including the EA and FONSI. The Decision Notice shall include the required information as outlined in United States Department of the Agriculture 36 CFR 220.7(c), including the appropriate heading information, decision and rationale, brief summary of public involvement, and a statement incorporating by reference the EA and FONSI. Consultant shall also prepare draft findings required by other laws and regulations applicable to the decision at the time of decision, and identify the expected implementation date; the administrative review or appeal opportunities and, when such opportunities exist, a citation to the applicable regulations, and directions on when and where to file a request for review or an appeal; and contact information, including the name, address, and phone number of a contact person who can supply additional information.

Consultant shall submit the Decision Notice for County staff review and comment. Consultant shall finalize the document, and coordinate with USFS staff to obtain the responsible official's signature and the date the Decision Notice is signed. The responsible official's signature on the Decision Notice constitutes concurrence with the EA and FONSI.

Concurrently, Consultant shall draft a notice of availability on behalf of the responsible official to notify agencies, organizations, and persons interested in or affected by the proposed action of the availability of the EA, Decision Notice, and FONSI. It is assumed that the USFS will provide a location and link to these documents, which Consultant shall provide in the draft notice. Upon receipt of County staff comments, Consultant shall finalize the notice and work with USFS and County staff to confirm the distribution list. It is assumed up to five hundred (500) mailed notices may be processed by Consultant. This notice shall be distributed within a week of the Final Decision Notice being signed.

Deliverables

- One (1) Draft Decision Notice (electronic format)
- One (1) Final Decision Notice (electronic format)
- One (1) Draft Notice of Availability (electronic format)
- One (1) Final Notice of Availability (electronic format)
- Consultant shall produce and mail up to five hundred (500) hard copies of the Final Notice of Availability by United States mail to the parties on the distribution list.

Task 7 -Public Outreach

Consultant shall support the County and USFS with the preparation for and attendance at two (2) public meetings. Consultant shall also support the County and USFS with preparing content for project noticing and communications. The noticing is assumed to include preparing a list of nearby resident addresses, preparing direct mailer content, and providing these materials to the County or USFS for release.

Public Meeting #1 - The in-person public meeting shall be hosted on the west or south shore at a suitable location (e.g., Tahoe City Public Utility District meeting office, El Dorado County Tahoma yard, Meeks Bay Fire Protection District office, or similar). Public Meeting #1 will be an open house with presentation boards, stations, opportunities to interact with County, USFS, and up to two (2) Consultant staff members to ask questions, look at maps, and provide feedback about the proposed project.

Consultant's role at Public Meeting #1:

- Develop content including maps, preliminary plans, figures, and related content.
- Meeting preparation and content review.
- Consultant's Project Manager and up to one (1) other staff member will participate in Public Meeting #1.

Public Meeting #2 - The second public meeting shall be scheduled following the release of the FONSI and provide the public an opportunity to comment on the proposed project and environmental analysis and findings presented in the FONSI. This meeting will be

held online and provide the interested parties an opportunity to submit questions. Live questions and answers are not anticipated during this online meeting, but Consultant shall prepare responses to questions received during the public meeting.

Consultant's role at Public Meeting #2:

- Prepare brief presentation about the project, environmental analysis, and findings.
- Meeting preparation and practice session.
- Consultant's Project Manager and environmental document lead will participate in Public Meeting #2.

Deliverables:

- Participation and provide content to support public meeting #1
- Presentation and content to support public meeting #2
- Preparation of responses to questions from public meeting #2

Scope of Work Assumptions

Project Management

- Project meetings may occur in person in South Lake Tahoe, California or via video conference (all video conferences will be held via Zoom, Teams, or a medium as determined by County's Contract Administrator, or designee).

Kickoff, Background, Purpose and Need

- The kick-off meeting will be held in South Lake Tahoe at the County Department of Transportation's office, USFS office, or via videoconference.
- The purpose, need, and project description will be developed with input from the County and USFS.

Aquatic Resources

- This scope does not include aquatic resource regulatory permit applications.
- A jurisdictional determination is valid for five (5) years (unless federal regulations change).
- The aquatic resources delineation field work shall be completed by two (2) Consultant staff members within two (2) eight (8) hour days.

- A field visit with the USACE to verify jurisdictional WOUS identified in the final WOUS delineation report is not anticipated and therefore not included in this budget.

Biological Resources

- A formal site assessment or protocol-level surveys will not be required.
- Field work for the biological resources assessment will require four (4) eight (8) hour field days by two (2) Consultant scientists to conduct the noxious weed inventory, rare plant survey, wildlife, and fisheries survey.
- Consultant assumes one (1) set of consolidated County and USFS comments on the draft BRA will be provided.
- This task will require no meetings or coordination calls.
- No Biological Assessment will be required.
- No NEPA Section 7 consultation will be required.
- No pre-construction surveys are included in this scope of work.

Cultural Resources

- Two (2) rounds of revision will be required to finalize the APE map.
- Native American consultation will be the responsibility of the USFS.
- The records search fee from the North Central Information Center will not exceed one thousand dollars (\$1,000).
- The inventory will result in the identification of up to five (5) cultural resources (Rubicon Trail plus four [4], non-complex resources such as small trash scatters or lithic scatters).
- No architectural resources will be encountered.
- No subsurface investigation will be required.
- Two (2) rounds of revision will be required to finalize the Heritage Resources Report.
- All deliverables will be electronic - no hard copy materials will be prepared.

Public Outreach

- Posting notice of proposed action on the USFS website and project website.
- Notice of proposed action sign on parcel near the entry into the trailhead.

- Direct mail statement to stakeholders, including homeowners within five hundred feet (500') of the entry road.

- One (1) public meeting to discuss the process and consider public options.

- One (1) public meeting to discuss the environmental document.

- One (1) public meeting to obtain final input or share update on project.

- Two (2) press releases will be prepared and provided to:
 - o Rubicon Trail Foundation, Press Release
 - o Tahoe Daily Tribute

Environmental Review (NEPA EA/FONSI)

- As new construction and a doubling of the existing parking area, it is expected that the project will require a NEPA EA based on USFS standards and discussion with USFS staff.

- No additional technical studies will be required; other than what is included above.

- A standalone air quality study will not be required, and simple air quality modeling results will be presented in the environmental document.

- No standalone noise or scenic resource study will be required.

- If wetlands or waters of the U.S. are determined to be present in the project area requiring an aquatic resource delineation report, compliance with EO 11990 may be necessary. Consultant will consult with the USFS regarding impacts and the level of analysis required and may require an additional scope and fee.

- Analysis of the no action and up to one (1) alternative (other than the preferred alternative) will be provided if needed. If there are no unresolved conflicts concerning alternative uses of available resources (NEPA, section 102{2}{E}), the EA need only analyze the proposed action and proceed without consideration of additional alternatives.

- Changes to project design, footprint, and/or scope after receipt of the thirty percent (30%) design may affect analysis and modification of figures that would result in additional scope and fee.

- The final EA will pass the .PDF accessibility checker, although some exhibits in the ERR may not. If a higher level of .PDF accessibility is required, this can be provided for an additional scope and fee based on the level of accessibility required.
- USFS will provide an online location and link for public, County, and agency access to the EA, ERR, FONSI and Decision Notice.
- Consultant will produce and mail up to five hundred (500) hard copies of the Notice of Availability by United States mail.
- USFS will enter the date of the FONSI and the Decision Notice in the planning, appeals, and litigation system (PALS).

Public Outreach Meetings

- Meeting #1
 - Consultant will have up to two (2) staff members participate in Public Meeting #1.
 - Purpose of the meeting: present proposed project and obtain feedback in an open house setting.
- Meeting #2
 - Consultant will have up to two (2) staff members participate in Public Meeting #2.
 - Purpose of the meeting: present the project, environmental analysis, and findings, and document questions.

Nichols Consulting Engineers, CHTD.

Exhibit B

Cost Proposal

Task 1 – Project Management	\$20,160
Task 2 – Kickoff, Background, Purpose and Need	\$19,105
Task 3 – Technical Studies	\$110,755
Task 4 – Environmental Assessment	\$34,090
Task 5 – Finding of No Significant Impact (FONSI)	\$3,460
Task 6 – Decision Notice and Distribution	\$6,400
Task 7 – Public Outreach	\$17,145

Consultant Subtotal: \$211,115

Mileage and Direct Expenses: Included

TOTAL CONTRACT NOT TO EXCEED: \$211,115

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 services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work identified herein, subject to County Contract Administrator's, or designee, prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

The above Tasks contain work that might not be required given specific findings, therefore, it is understood and agreed that there is no guarantee, either expressed or implied that the maximum dollar amount for each Task above will be paid to Consultant.

Nichols Consulting Engineers, CHTD.

Exhibit C

Rate Schedule

Principal	\$310/hour
Associate	\$245/hour
Senior II	\$215/hour
Senior I	\$205/hour
Project II	\$195/hour
Staff II	\$170/hour
Staff I	\$155/hour
Senior Field Scientist	\$135/hour
Field Scientist	\$115/hour
Clerical	\$105/hour
Technical Editor	\$115/hour

Labor shall include travel portal to portal, if required.

Nichols Consulting Engineers, CHTD.

Exhibit D

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

___ YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

___ YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

1-23-24

Date

NCE

Type or write name of company



Signature of authorized individual

Greg Fasiano

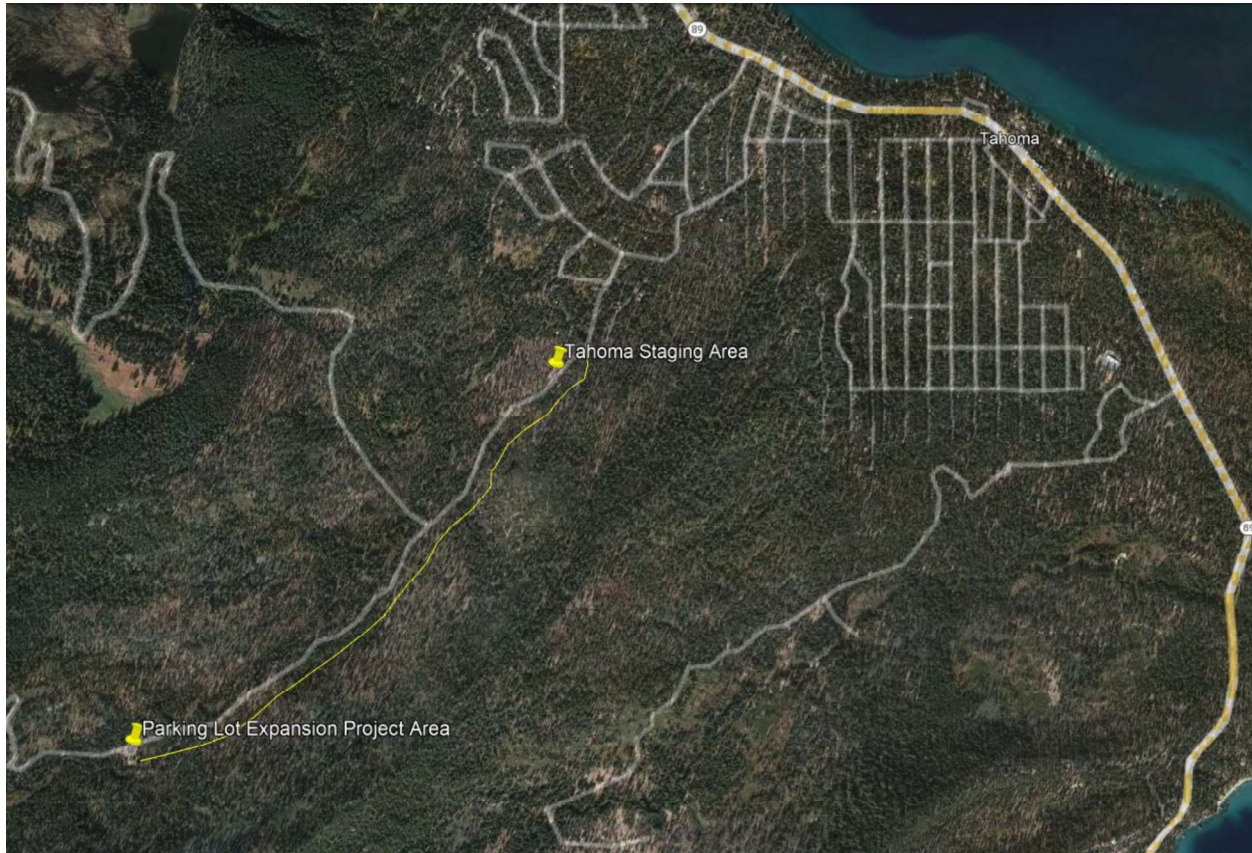
Type or write name of authorized individual

Corporate Secretary

Nichols Consulting Engineers, CHTD.

Exhibit E

Project Locations



Tahoma Staging Area is located at - coordinates 39.04588199622137, -120.16785251796547

Parking Lot Expansion Project Area is located at – coordinates 39.058898413677476, -120.14924686012873

The yellow line signifies the approximate location for the natural surface trail that connects the two areas.