

**Nichols Consulting Engineers, CHTD.**  
**Meyers Aquatic Invasive Species Inspection Station**

**AGREEMENT FOR SERVICES #8821**

**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 East 2<sup>nd</sup> Street, Reno, Nevada 89501, and whose local address is 224 Kingsbury Grade Road, Suite 203, Stateline, Nevada 89449 (hereinafter referred to as "Consultant").

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Planning and Building Department with the provision of preliminary design, environmental documentation, and a focused public engagement process for Phase 1 of the Meyers Aquatic Invasive Species (AIS) Inspection Station;

**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;

**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, subconsultants, equipment, tools, 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 "Rates and Cost Estimate," incorporated herein and made by reference a part hereof.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel), AutoCAD Civil 3D 2022, and ESRI ArcGIS. Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, 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 herein. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIV, 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. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement. 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.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire on June 18, 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 itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rates and Cost Estimate," 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 scope of 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, Subconsultant, and Direct Costs identified therein, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any work requiring overnight stay must be approved in advance by County's Contract Administrator, if not already approved under each authorized work assignment. There shall be no markups allowed on mileage expenses for Consultant. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the fully executed work assignment issued pursuant to this Agreement.

Subconsultant's services, other outside services, other direct costs, including but not limited to, project management, invoicing, authorized herein shall be invoiced at ten percent (10%) markup of Consultant's cost for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include subconsultant services and other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$399,486, inclusive of all work of subconsultants, and all costs, taxes, and expenses.

County will provide Consultant with invoice and progress report requirements prior to execution and Consultant shall submit itemized invoices following 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  
Planning and Building Department  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Brendan Ferry

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 XIV, 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 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 seeks to 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 VI**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services pursuant to 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 VII**

**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. There shall be no change in subconsultants without prior written approval by County's Contract Administrator.

#### **ARTICLE VIII**

**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, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE IX**

**Confidentiality:** Consultant and any subconsultants authorized under this Agreement 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, 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 Planning and Building Department 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 X**

**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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work, and deliverables pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized pursuant to 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**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this Agreement. 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 subcontractors, 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 subcontractor 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 XII**

**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 XIII**

**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, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

### **ARTICLE XIV**

#### **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 XXI, 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 XV**

**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:

County of El Dorado  
Planning and Building Department  
2850 Fairlane Court  
Placerville, California 95667

With a copy to:

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

Attn.: Brendan Ferry  
Deputy Director

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.  
USPS Delivery  
PO Box 1760  
Zephyr Cove, NV 89448

Or UPS/FedEx/Other Private Carrier to:  
224 Kingsbury Grade Road, Suite 203  
Stateline, NV 89449

Attn.: Jason Drew, Principal

or to such other location as Consultant directs.

**ARTICLE XVI**

**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 XV, 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 XVII**

**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, contractors, and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California 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.

#### **ARTICLE XVIII**

**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 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.

- 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 XIX**

**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 XX**

**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 XXI**

**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, or any officer or employee of 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 XIV, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, 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 XXII**

### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, if any, 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, subconsultants, 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 and its subconsultants 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 Sections 12990 and Title 2, California Code of Regulations, Section 11102.

#### **ARTICLE XXIII**

**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 XXIV**

**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 XXV**

**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 and any of its subconsultants employed under this agreement 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 XXVI**

**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.

In addition, 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 XXVII**

**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 XXVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Brendan Ferry, Deputy Director of Tahoe Panning and Stormwater, Planning and Building Department, or successor.

#### **ARTICLE XXIX**

**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 XXX**

**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 (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XXXI**

**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 XXXII**

**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 XXXIII**

**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 XXXIV**

**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: Wendy Thomas

Dated: 6-25-24

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Taylor  
Deputy Clerk

Dated: 6-25-24

**-- NICHOLS CONSULTING ENGINEERS, CHTD. --**

By: Margot Yapp  
Margot Yapp (Jun 13, 2024 10:37 PDT)  
Margot T. Yapp  
Chief Executive Officer  
"Consultant"

Dated: 06/13/2024

By: Greg Fasiano  
Greg Fasiano (Jun 13, 2024 10:54 PDT)  
Gregory Fasiano  
Corporate Secretary

Dated: 06/13/2024

# **Nichols Consulting Engineers, CHTD.**

## **Exhibit A**

### **Scope of Work**

#### **Project Background**

County and the Tahoe Regional Planning Agency (TRPA) have entered into Cooperation Agreement 24C00012 to undertake the facilitating, coordinating, and planning work for the construction of the Meyers permanent Watercraft Inspection Station (Project), with County as the Project Manager and TRPA as the Project proponent and funder.

As part of the development of the Project, TRPA has completed initial site planning and prepared a schematic site plan for the relocation of the current existing Meyers Aquatic Invasive Species (AIS) Inspection Station to four (4) undeveloped parcels owned by the California Tahoe Conservancy (Conservancy) on the southwest corner of State Highway 89 and U.S. Highway 50. The desired improvements associated with the Project include an entrance and exit, truck/trailer queuing lanes, a boat inspection and decontamination area, decontamination unit and other mechanical facilities, a storage building, office space, public restroom, an interpretive area, on-site parking for employees, workforce housing and associated parking, stormwater treatment facilities, bicycle station, and a transit stop.

As the Project Manager, County desires to enter into Agreement #8821 with Consultant for the provision of Phase 1 of the Project to include preliminary design (thirty percent [30%] design level engineered plans), environmental documentation (TRPA initial environmental checklist, California Environmental Quality Act [CEQA], Mitigated Negative Declaration, and United States Fish and Wildlife Service National Environmental Policy Act [NEPA] Environmental Assessment/Findings of No Significant Impact), and a focused public engagement process with at least two (2) public meetings.

#### **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 for review and comment. Consultant shall incorporate County's Contract Administrator's comments into the final documents or reports subject to agreement by Consultant and County's Contract Administrator.

Draft documents of the required written deliverables shall be submitted in electronic Microsoft Word (Word), AutoCAD Civil 3D 2022, and ESRI ArcGIS format to County's Contract Administrator unless otherwise stated. The final version of the required written deliverables shall be submitted in electronic Adobe Portable Document Format (PDF) to

County's Contract Administrator unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by County for all deliverables unless otherwise mentioned.

### **Scope of Services**

#### **Task 1 – Project Kickoff, Schematic Site Plan, and Project Coordination**

Consultant shall attend an in-person kickoff meeting of up to two (2) hours with County to review the scope of work, develop a Project schedule, discuss site programming, review the existing site plan, and identify facility or amenity gaps, additions, or revisions desired by County and TRPA. This meeting shall be held in the South Lake Tahoe County Offices, located at 924 B Emerald Bay Road, South Lake Tahoe, California 96150. Additionally, this Task shall include a site visit of up to two (2) hours to review ground conditions to confirm the scope and scale of the Project, obtain agreement on desired facilities or amenities, and frame the boundaries of the Project.

Following the kickoff meeting, Consultant shall prepare one (1) revision to the Schematic Site Plan (Draft Final) and submit to County for review and comment. The revisions to the Schematic Site Plan (Draft Final) shall mimic the style and level of detail similar to the existing Schematic Site Plan. Facilities and improvements shall not be sighted on or within Caltrans owned property or right-of-way. Based on County's input and one (1) set of consolidated comments, Consultant shall then prepare a Final Schematic Site Plan to be used for initial community engagement, to support the development of the Area Potential Effect (APE), and to inform the development of the Preliminary Thirty Percent (30%) Plans as discussed in Task 3. Consultant shall also prepare a brief written initial Project description and initial Project boundary for use in the technical studies.

This Task shall also include Project management and coordination including communication with County, coordination of the Consultant team, monthly invoicing, and management of the Project schedule. Consultant anticipates facilitating up to two (2) Project-level coordination meetings (virtual or in-person in South Lake Tahoe, California) with County (separate from those noted in Tasks below) to discuss Project progress, review of the scope of work and Project schedule, or to engage with partner agencies.

#### **Task 1 Deliverables:**

- One (1) kickoff meeting agenda and summary
- One (1) Project schedule
- One (1) Draft Final Schematic Site Plan
- One (1) Final Schematic Site Plan
- One (1) written Initial Project description and Project boundary delineation
- Monthly invoices and progress reports
- Project-level coordination meetings agendas and summaries

## **Task 2 – Field Investigation and Technical Studies**

Consultant shall conduct the necessary field investigations (topographic site survey, limited geotechnical investigation) and technical studies (biological resources assessment, cultural resources investigation, transportation and impact analysis report) to support the development of the Preliminary Thirty Percent (30%) Plans and preparation of environmental documents.

### **Task 2.1 - Topographic Survey and Mapping**

Consultant shall prepare topographic survey and mapping of the four (4) undeveloped parcels and Pomo Street adjacent to the Project site. The survey shall consist of gathering survey data associated with ground topography and drainage features, existing property corners and right-of-way monuments, trees greater than six (6) inches diameter at breast height (dbh), existing roadways and site improvements, evidence of existing utilities, planometrics (fences, signs, power poles, etc.), and other pertinent physical features as determined applicable. The data gathered during the topographic survey shall be used to prepare a digital base map for the Project site. The digital base map shall include the field survey information, property lines, and existing easements.

### **Task 2.2 - Limited Geotechnical Investigation**

The limited geotechnical investigation shall include research, field exploration, field and laboratory testing, and engineering analyses to allow formulation of preliminary geotechnical recommendations for planning and preliminary design (thirty percent [30%] design) of the Project. These items shall be summarized in a preliminary geotechnical report suitable for use by Project design team members. Research associated with this Task includes a review of published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards at the site. Existing geotechnical reports for other projects in the area shall also be reviewed, as available, to supplement information obtained during the investigation. Consultant anticipates the subsurface soils to contain silty sand soils with various amounts of gravels near the surface and possibly dense to very dense decomposed granitic silty sand soils within the deeper zone. With the expected subsurface soil type and consistency, the potential for soil liquefaction at the site is negligible.

Consultant shall obtain utility clearance from Underground Service Alert (USA) prior to exploration. Consultant shall also coordinate and submit a well drilling permit (permit fee paid by County) to County's Environmental Management Department (EMD) to advance the proposed geotechnical borings. The geotechnical exploration for the Project site shall be completed via advancing four (4) borings to target depths of fifteen feet (15') to twenty feet (20') below existing ground surface. In addition, Consultant shall advance an additional boring to ten feet (10') depth or less within the proposed stormwater basin area to complete a borehole permeability/percolation test to determine infiltration rate for subsurface soils. All borings shall be advanced using hollow-stem auger or solid-flight auger drilling techniques. Soils shall be sampled with a two-inch-outside-diameter split-spoon sampler driven by a standard one hundred forty (140) pound drive hammer with a

thirty-inch (30") stroke. Larger diameter in-place samples shall be taken where in-place density of subsurface soils are needed or when compressible or expansive soils are encountered, as appropriate. In addition, bulk samples of the near surface representative soil shall be collected from drill spoils from selected borings for resistance value (R-value) testing and preliminary pavement design. Material encountered during exploration shall be logged in the field by a geotechnical engineer licensed in the State of California. The groundwater surface shall be measured if encountered.

Representative soils samples shall undergo additional evaluation and laboratory testing assignments. Upon completion, the borings shall be filled with neat cement grout per EMD permit requirements. This Task is budgeted to collect excess drill cuttings in barrels and for offsite disposal.

As part of this Task, Consultant shall complete borehole permeability/percolation testing within a boring advanced to a depth of ten feet (10') or less below existing ground surface. The boring depth shall be based on the anticipated basin depth prior to field exploration work. The testing shall be completed in general accordance with borehole percolation testing provided in the Riverside County Low Impact Development Best Management Practices (BMP) Design Handbook (Design Handbook). The infiltration rate for subsurface soils shall then be calculated using the equation provided in the Design Handbook and shall be presented in the report for use in the preliminary design of basin size/depth by others.

Consultant shall test representative samples of significant soil types in the laboratory to characterize the index properties of foundation and subgrade soils, such as moisture content, grain size distribution, and plasticity. An R-value testing shall be completed on a representative bulk soil sample collected from drill cuttings within the upper soils profile. Chemical testing shall also be performed to evaluate the site soils' potential to corrode buried steel and Portland Cement Concrete (PCC).

The engineering analyses shall include geotechnical analysis to develop appropriate preliminary foundation design parameters for the proposed structures. Consultant shall also complete preliminary pavement design calculations (based on the preliminary traffic index values provided by Consultant) to provide preliminary pavement structural section recommendations for the proposed asphalt concrete pavement associated with the facility.

The results of Consultant's research, site exploration, laboratory testing, and geotechnical engineering analyses shall allow formulation of preliminary geotechnical recommendations for the planning and preliminary thirty percent (30%) design of the Project. These recommendations shall be summarized in a preliminary geotechnical investigation report that shall cover: site description and history; summary of research performed; summary of site exploration; summary of laboratory testing; site and regional geology; site seismicity; geologic hazards; preliminary seismic design criteria (2022 California Building Code); site soil, bedrock, and groundwater information; corrosion potential; cut and fill slopes; structural backfill requirements; foundation/subgrade preparation; preliminary geotechnical design parameters (bearing capacity, coefficient of base friction, lateral earth pressures,

etc.) for shallow foundations to support facility structures; preliminary lateral earth pressure values for any below-grade walls (as necessary); preliminary modulus subgrade reaction for floor slab design; structural section for asphalt pavements; aggregate base sections for concrete slabs; excavation characteristics; site drainage; site preparation/stabilization; erosion control; grading; and identification of recognizable construction problems.

Consultant shall prepare and deliver a draft preliminary geotechnical investigation report to the County for review and comment. Consultant shall obtain, review, and integrate appropriate comments and then prepare the final report.

### **Task 2.3 - 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 California Department of Fish and Wildlife (CDFW), USFWS, and TRPA. Within the BRA, Consultant shall evaluate biological resources within a defined Biological Study Area (BSA). The BSA shall represent a one (1) mile or half-mile (0.5) 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 parameter changes.

The BRA shall 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 shall discuss the potential impacts and mitigation which shall be prepared based on the results of the following field surveys:

**Botanical** - The BRA shall include a botanical resources survey for special status plant species within the BSA at the appropriate floristic time, as determined by Consultant, to detect special status plant species as defined by the USFWS, California Native Plant Society (CNPS), CDFW, and TRPA. Prior to conducting the botanical surveys, Consultant shall contact the appropriate resource managers including the USFWS, CNPS, CDFW, and TRPA to ensure that Consultant is utilizing the most updated botanical SSS lists and survey protocols. Consultant shall spend one (1) day in the field and shall 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 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, 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 shall contact the appropriate resource managers with USFWS, 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 also assumes coordination with the USFWS, under Section 7 of the Endangered Species Act, will not be required on this Project.

Consultant shall spend one (1) day conducting wildlife surveys at the appropriate seasonal times as defined within current protocols from USFWS, 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. It is also assumed that field work for the BRA will require two (2) eight-hour field days by two (2) of Consultant's staff to conduct the noxious weed inventory, rare plant survey, wildlife, and fisheries survey.

Consultant shall prepare and provide a digital draft BRA to the County for review and comment. County will provide one (1) set of consolidated comments and Consultant shall then review, and integrate appropriate comments. Consultant shall then prepare the final BRA for inclusion in the environmental document.

#### **Task 2.4 - Cultural Resources Investigation**

The cultural resources investigation shall require the consideration of potential impacts to resources determined significant to the National and/or California Register. Potential Project-related direct and indirect effects to significant heritage resources shall be taken into consideration. This analysis shall include the following elements:

**APE Development** - In consultation with the County, 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 significant resources. The APE shall also be used to define the BSA as discussed in the BRA task above and serve as the 'Project area' for the environmental analysis.

The draft APE map shall be provided to the County and the USFWS for review and comment. Consultant shall incorporate draft APE comments and submit the final APE map back to County and USFWS for approval. The approved final APE map shall inform non-cultural resources technical studies on this Project. Two (2) rounds of edits are assumed for APE map preparation.

**Initial Agency Coordination** - Consultant shall meet with the USFWS to discuss the approach to the cultural inventory, anticipated resources, and reporting expectations. Two (2) additional coordination meetings with the USFWS are included to ensure minimal

revisions to the report, once submitted. All meetings are assumed to last one (1) hour in length. Consultant shall provide agendas and summaries for each meeting to all parties involved.

**Initiate Native American and Other Interested Party Consultation** - The lead federal agency identified for this Project is the USFWS and the CEQA lead agency is the County. The USFWS will be responsible for Native American consultation under Section 106. County will be responsible for Native American consultation under CEQA Assembly Bill 52 (AB-52). Tasks related to Native American consultation will occur after the APE has been defined.

To comply with AB-52, Native American consultation shall begin with a letter drafted and submitted to the Native American Heritage Commission (NAHC) requesting a search of their Sacred Lands File (SLF), as well as a list of interested Tribes. Consultant shall prepare and submit a letter to County to be copied onto County letterhead and signed. Consultant shall be responsible for mailing the signed letters to identified tribes via certified mail. Tribes have thirty (30) days upon receipt of inquiry letters to respond to the request to consult on the Project. Consultant shall attempt to contact each tribal representative via telephone during the thirty (30) day response period to ensure formal letters were received and answer questions. For purposes of scoping, it is assumed up to three (3) tribes may wish to become involved with the Project and their involvement will be limited to brief telephone conversations and document sharing. If more than three (3) tribes wish to be involved and/or tribe involvement requires more effort than described above (e.g., document review and comment, field visits) Consultant shall work with County to amend the Agreement to include the additional Scope of Work and to revise the Cost Estimate. All documentation related to Native American consultation shall be included as an appendix to the Cultural Resources Inventory Report (CRIR). In addition to Native American consultation efforts, other interested parties, such as the South Lake Tahoe Historical Society, shall be contacted for input. If input is provided, it is assumed to be limited to information only that will be incorporated into the cultural resources inventory report.

**Conduct Archival Research** - Once initial agency coordination 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 \$1,000 for a non-expedited request. It is assumed a separate records search conducted at the regional USFWS office will not be necessary. If the USFWS maintains an archive of previously recorded resources, it is assumed that information can be shared with Consultant electronically. 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 quarter 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.

**Conduct Intensive Pedestrian Inventory** - Consultant 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 industry standards (assumed to not exceed fifteen-meter increments in California). Up to two (2) resources are anticipated. Architectural resources are not anticipated. It is assumed no subsurface investigation will be required.

**Cultural Resources Inventory Report** - Consultant shall develop and submit a draft CRIR, meeting Section 106 and CEQA requirements. The USFWS does not have specific formatting requirements for a CRIR; however, the CRIR shall include an Administrative Summary, Introduction, Consultation Communications (Native American and other interested party coordination), Literature Review, Environmental Setting, Cultural Setting, Field Methodology, Inventory Results Eligibility Recommendations, Management Summary, and References. The draft CRIR shall be submitted concurrently to County and USFWS for review. If the inventory results in the identification of archaeological resources (considered sensitive information by the USFWS), a redacted copy shall be provided to County. Consultant shall incorporate one (1) round of comments then prepare and deliver the final CRIR to support the environmental analysis presented in the environmental document. It is assumed that USFWS will be responsible for Native American consultation under Section 106.

#### **Task 2.5 - Transportation Impact Analysis**

This task shall involve reviewing Project plans and existing conditions, evaluating traffic generation, distribution, and assignment, assessing impacts, and presenting the findings in a draft and final Transportation Impact Analysis Report.

Proposed Project plans shall be reviewed followed by review of available TRPA data regarding usage of the existing Station, including number of trips per day and the existing access (in and out) patterns. Existing usage volumes shall be obtained from data kept at the Station, such as inspection logs. Access patterns including which intersections vehicles use shall be obtained from discussions with TRPA or Station staff. Additionally, it is assumed that Station staff are already accessing the site and the new employee housing will not add new trips but a shift in trips as well. Information about existing employee trips shall be obtained from TRPA or Station staff, to confirm this assumption.

It is assumed that the new Station location will not result in an increase in boat inspection usage, instead the existing usage will be shifted from the existing location to the new location. The existing number of trips obtained above shall be shifted to new access patterns for both the boat inspection trips and the employee trips. The shift/impact of the shift in trip patterns shall be tracked through the following study intersections: U.S. Highway 50 and State Highway 89; U.S. Highway 50 and Cirugu Street and Pomo Street; State Highway 89 and Pomo Street; and State Highway 89 and Keetak Street.

The shift in traffic at the study intersections shall be quantified and the impact on the intersections shall be assessed qualitatively. A table or map shall be provided with the shift in traffic displayed. Any impacts on the study intersections shall be discussed, qualitatively.

The Project's impact on Vehicle Miles Traveled (VMT) shall also be assessed in terms of net impact on VMT. This impact shall be explained qualitatively in the report.

Consultant shall prepare and provide the draft Traffic Impact Analysis Report to County for review and comment. Consultant shall obtain, review, and integrate appropriate comments. Consultant shall then prepare the final Transportation Impact Analysis Report.

### **Task 2.6 - Noise and Vibration Study Report**

The noise and vibration study report is intended to support the environmental documentation for the Project. This technical study shall include an evaluation of the existing noise environment, analysis of increased traffic noise levels, and analysis of the noise and vibration impacts associated with construction and operations.

Existing noise levels due to nearby transportation noise sources shall be quantified. Consultant shall use the Federal Highway Administration (FHWA) traffic noise prediction model for the prediction of traffic noise levels. Direct inputs to the traffic model shall include traffic data provided by the Project traffic consultant, existing posted speed limits, truck count information, and twenty-four (24) hour traffic split data collected by Consultant.

Consultant shall conduct a noise survey within the Project site to quantify existing background noise levels. The noise survey shall consist of short-term noise level measurements and continuous noise level measurements for a minimum period of twenty-four (24) hours.

Increased traffic noise levels at existing sensitive receptors in the Project vicinity shall be evaluated. This task shall be performed using traffic volumes provided by the traffic engineer. Consultant anticipates providing traffic noise levels for existing, existing plus Project, cumulative, and cumulative plus Project scenarios. However, should additional scenarios be included in the traffic study, Consultant shall also evaluate those scenarios. Consultant shall also calculate exterior and interior traffic noise levels on the proposed residential uses. If necessary, Consultant shall evaluate required exterior or interior noise control measures needed to achieve compliance with the applicable noise standards.

Consultant shall provide an analysis of the noise and vibration impacts associated with construction and operation of the proposed Project at existing or future sensitive receptors in the Project vicinity. It is anticipated that this analysis will follow the assumptions used in the Project air quality analysis, as applicable. Operational data shall be evaluated using data collected for a similar facility.

Consultant shall prepare and provide the draft noise and vibration study report to the County for review. Consultant shall obtain, review, and integrate appropriate comments. Consultant shall then prepare the final noise and vibration study report.

**Task 2 Deliverables:**

- One (1) digital base map in AutoCAD format
- One (1) draft and one (1) final preliminary geotechnical investigation report
- One (1) draft and one (1) final BRA
- One (1) draft and one (1) final APE map (final APE map provided as part of the CRIR)
- One (1) draft and one (1) final AB-52 Consultation letter
- One (1) draft and one (1) final CRIR
- One (1) draft and one (1) final Transportation Impact Analysis Report in letter format
- One (1) draft and one (1) final noise and vibration study report

**Task 3 - Engineering, Architecture, and Landscape Design**

**Task 3.1 - Utility Coordination**

Consultant shall investigate subsurface utilities within the proposed area of improvement, roadway right-of-way, and adjacent areas that may be affected by the Project in accordance with the American Society of Civil Engineers Standard guideline for the Collection and Depiction of Existing Subsurface Utility Date, Quality Level C. Consultant shall contact each utility owner within the Project area to request mapping. Utility company drawings shall be utilized in conjunction with the survey field information to map underground infrastructure. Depiction of all underground utilities within the Project area, roadway right-of-way, and adjacent areas that may be affected by the Project shall be included on the preliminary plans.

Based on the field investigation and utility mapping received, Consultant shall coordinate with each utility company to confirm service, connections, and capacity of the utility.

**Task 3.2 - Water Quality BMP Analysis**

Consultant shall utilize the final Schematic Site Plan and results of the geotechnical and soils analysis to size and design stormwater treatment facilities to provide storage and infiltration for the volume of the twenty (20) year, one (1) hour storm runoff from the Projects impervious areas. Consultant shall design a separate drainage system for the decontamination pads to ensure that the runoff from these pads does not enter the general stormwater runoff from the site. These facilities shall be integrated and shown on the Preliminary Thirty Percent (30%) Design Plans. The BMP Calculation Spreadsheet along with the drainage analysis used to design the proposed collection, conveyance, and treatment facilities shall also be provided with the Preliminary Thirty Percent (30%) Design Plan submittal.

### **Task 3.3 - Preliminary Thirty Percent (30%) Design Plans**

Using the topographic survey base map and approved final Schematic Site Plan, Consultant shall prepare the Preliminary Thirty Percent (30%) Design Plans in AutoCAD. The basis of design shall be the October 2022 Schematic Design Assumptions and Constraints Memorandum and any new input obtained from Task 1 to determine and document the Project design criteria including, but not limited to, turning radii, minimum drive aisle widths, design vehicle, number and size of standard and Americans with Disabilities Act (ADA) accessible parking spaces, ADA pathway widths and route, entrance and exit widths and radii, boat queue area dimensions, decontamination mats and bypass area dimensions, and utility easement requirements. The Project design criteria shall be applied to the Preliminary Thirty Percent (30%) Design Plans.

**Civil Design** - Consultant shall run AutoTurn to confirm the site can accommodate the design vehicle and shall prepare a preliminary grading and drainage plan with ADA access points and routes identified. Preliminary pavement section recommendations shall be prepared, and Consultant shall identify the preliminary size and on-site location of water, sewer, and power to meet the Project demands. Preliminary coverage calculations shall also be updated.

The Preliminary Thirty Percent (30%) Design Plans are anticipated to include topographic, boundary, and utility mapping, grading and entrance and exit, truck/trailer queuing lanes, a boat inspection and decontamination area, decontamination unit and other mechanical facilities, a storage building, Station office space, public restroom, an interpretive area, on-site parking for employees, workforce housing and associated parking, stormwater treatment facilities, bicycle station, and a transit stop. Consultant shall prepare the preliminary construction cost estimate based on a quantity estimate. The basis for the unit costs shall be the most recent construction cost data for the various work items available to Consultant.

**Landscape Architectural Design** – Consultant shall provide Landscape Architectural Design services focused on the refinement of the Schematic Site Plan and the preparation of 30% Landscape Plans and Estimates. Consultant shall prepare Landscape Architectural plans for the Project that shall indicate the relative locations, surface elevations, types and extent of pedestrian pavements, site furnishings, fencing, plantings, materials, finishes and plant palette. Drawings shall be drafted in digital format using AutoCAD and printed at 1" = 10'-0" or another scale as appropriate to depict the improvements.

**Architectural Design** – To assist with the preparation of the Final Schematic Site Plan and Preliminary Thirty Percent (30%) Design Plans, Consultant shall provide conceptual design of the workforce housing, and the combined office/public restroom structure. Services shall include conceptual floor plans for approximately six (6) workforce housing units over parking stalls with a total footprint of approximately four thousand seven hundred fifty (4,750) square feet, conceptual floor plans of an approximately six hundred (600) square-foot office with public restroom serving as a public front to the site, initial input on exterior material selections, and conceptual elevations of the structures. Consultant shall also provide site master planning to confirm the required tree removal and

planned excavation depths for buildings for incorporation into the environmental documents.

The preliminary construction plans shall be on 22" x 34" size sheets and shall include the following estimated number of sheets:

**Civil Site Design Sheets:**

- Cover Sheet.
- Notes, Legend, and Abbreviations
- Construction BMP and Tree Removal Plan (at 1"=20' scale)
- Grading and Drainage Plan (at 1"=20'scale)
- Grading and Drainage Detail Views
- Utility Plan (at 1"=20'scale)
- (2) Road/Utility Plan and Profiles (at 1"=20' scale)
- Signage and Striping Plan (at 1"=20' scale)
- (5) Detail Sheets

**Landscape Sheets:**

- Landscape Layout and Materials Plan
- Landscape Grading Plan
- Planting Plans and Plant Palette
- Planting and Hardscape Details

**Architectural Sheets:**

- Conceptual Floor Plans (1-2 sheet)

Design plans shall be compatible with AutoCAD Civil 3D 2022 with design elements having appropriate 3D references and properties. The plan set shall consist of graphic representations reviewed by a California Professional Engineer, Landscape Architect, or Architect, accordingly, showing necessary plans, elevations, and details. An independent checker shall check, initial, and date each plan sheet.

**Task 3.4 - Draft Preliminary and Final Thirty Percent (30%) Design Plans**

Consultant shall submit a draft Preliminary 30% Plan set and cost estimate to County for review and comment. Consultant shall facilitate a design review meeting with County to review comments. Consultant shall then prepare and submit a draft Final 30% Plan set and cost estimate to County for review and comment. Consultant anticipates County will provide the draft Final 30% Plan set and cost estimate to TRPA and other agencies for parallel review. Consultant shall facilitate a second design review meeting with County, TRPA, and other agencies as determined by County to review comments. Consultant shall then prepare the Final 30% Plan set and cost estimate and submit to County.

**Task 3 Deliverables:**

- One (1) draft Thirty Percent (30%) Design Plans and Cost Estimate
- One (1) draft Final Thirty Percent (30%) Design Plans and Cost Estimate
- One (1) Final Thirty Percent (30%) Design Plans and Cost Estimate
- One (1) TRPA BMP Calculation Spreadsheet and Drainage Analysis.

**Task 4 - Environmental Documents**

Consultant shall prepare a joint environmental document for the Project pursuant to CEQA, TRPA Environmental Guidelines, and the USFWS NEPA requirements. A combined CEQA Initial Study/Mitigated Negative Declaration (IS/MND), TRPA Initial Environmental Checklist/Mitigated Finding of No Significant Effect (IEC/MFONSE), and NEPA Environmental Assessment/Finding of No Significant Impact (EA/FONSI) is the level of environmental compliance assumed necessary for the proposed Project. It is assumed that a standalone air quality study will not be required, and California Emissions Estimator Model (CalEEMod) air quality modeling results shall be presented in the environmental document. Although not anticipated, if wetlands or waters of the United States are determined to be present in the Project area requiring an aquatic resource delineation report, compliance with Executive Order (EO) 11990 may be necessary.

**Task 4.1 - Project Description, Alternatives, and Agency Consultation**

Consultant shall prepare a complete Project description based on the thirty percent (30%) design, construction, and decontamination procedures. The draft Project description shall be reviewed by County and TRPA and USFWS prior to completing the environmental analysis and final technical reports. Consultant shall also provide for coordination with County, TRPA and the USFWS regarding scope and review process for the joint document. The NEPA procedures assumed for purposes of this scope and fee are consistent with the US Forest Service requirements used within the Tahoe Basin; it is understood that these are subject to change by USFWS. Consultant shall provide analysis of the no action and up to one (1) alternative (other than the preferred alternative) if needed. If there are no unresolved conflicts concerning alternative uses of the site, the USFWS may determine that the EA need only analyze the proposed action and can proceed without consideration of additional alternatives at an equal level of analysis.

**Task 4.2 - Administrative Draft IS/MND, IEC/MFONSE, and EA/FONSI**

Consultant shall prepare an analysis of the potential direct, indirect, and cumulative effects of the Project and alternatives on the range of issues required to meet CEQA, TRPA and USFWS requirements, and present mitigation measures as warranted. This analysis shall draw from the technical studies described in Task 2. The Administrative Draft #1 shall include the purpose and need for the Project, the analysis per topic for the Project and alternatives, a summary of necessary mitigation measures, and a complete record of correspondence, public outreach, publications, and exhibits.

Preparation of the Administrative Draft #1 document shall begin once the Preliminary Thirty Percent (30%) Design Plans showing Project footprint, disturbance/grading footprints, areas to be blocked or restored, staging and access area(s), construction methods and timelines, and total acreage of areas subject to impact have been developed.

The Administrative Draft documents shall include an Administrative Draft MND, Administrative Draft FONSE, and Administrative Draft FONSI for concurrent review.

Consultant shall submit Administrative Draft #1 document to County for distribution to the parties involved in review and comment. A consolidated set of comments will be provided by County to Consultant. Consultant shall incorporate comments and prepare Administrative Draft #2 for a second round of comments, if applicable.

#### **Task 4.3 - Public Review Draft IS/MND, IEC/MFONSE, and EA/FONSI**

Consultant shall revise the Administrative Draft #2 based on one (1) final set of consolidated edits and comments, make final edits, complete a final quality check (QC), and submit an electronic copy of the Public Review Draft Screencheck for County review and approval. Based on one (1) set of final consolidated edits and comments from County, if any, Consultant shall make final edits, complete a final QC, and submit an electronic copy of the Public Review Draft to County for printing and distribution. The Public Review Draft shall be prepared for uploading to the State Clearinghouse (SCH). Consultant shall prepare a Draft and Final Notice of Availability for County to distribute per County procedures.

#### **Task 4.4 - Response to Comments**

After the close of the public comment period, Consultant shall work with County to compile written and oral comments received during the public comment period, and identify responses that may require additional analysis, information from other parties, trigger recirculation, or otherwise require consultation with the environmental team. An Administrative Draft #1 Response to Comments document shall be prepared for review by County. Consultant shall revise the Administrative Draft #1 Response to Comments document based on one (1) set of consolidated comments and prepare an Administrative Draft #2 Response to Comments document for review. Consultant shall revise the Administrative Draft #2 Response to Comments document based on one (1) set of consolidated comments and incorporate the document.

##### **Task 4.4.1 - Final IS/MND and IEC/MFONSE**

Consultant shall prepare an Administrative Draft Final IS/MND, IEC/MFONSE document that includes the following five (5) sections: Summary and Findings; approval of the IS/MND; approval of the IEC/FONSE; Response to Comments; and text modification to the IS/IEC/EA.

Based on one (1) final set of consolidated edits and comments, Consultant shall make final edits, complete a final QC, and submit an electronic copy of the Screencheck Final IS/MND, IEC/MFONSE for final County review and approval. Based on one (1) set of

consolidated edits and comments on the Screencheck, if any, from the County, Consultant shall make final edits, complete a final QC, and submit an electronic copy of the Final IS/MND, IEC/MFONSE to County for printing and distribution. The document shall be prepared for uploading to the State Clearinghouse (SCH).

#### **Task 4.4.2 - Final EA/FONSI**

Consultant shall draft a Final FONSI 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 environmental assessment or a summary of it and shall note other environmental documents related to it. The Administrative Final FONSI shall be submitted to USFWS with Attachments for review and comment. The IS/IEC/EA and Response to Comments shall be attached to the FONSI and made available for public review a minimum of thirty (30) days before a decision to implement the Project is made.

##### **Task 4.4.2.1 - Decision Notice and Distribution**

Consultant shall work closely with USFWS to prepare a draft Decision Notice to document the conclusions drawn and the decision(s) made by the USFWS based on the supporting record, including the EA and FONSI. The Decision Notice shall include the required information as outlined in USFWS regulations, including the appropriate heading information, decision and rationale, brief summary of public involvement, and a statement incorporating by reference the IS/IEC/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 review and comment. Consultant shall finalize the document, and coordinate with USFWS to obtain the Responsible Official's signature and the date the 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 USFWS will provide a location and link to these documents, which Consultant shall provide in the draft notice. Upon receipt of staff comments, Consultant shall finalize the notice and work with USFWS and County 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.

#### **Task 4 Deliverables:**

- One (1) draft and one (1) final Project description
- One (1) Administrative Draft #1

- One (1) Administrative Draft #2
- One (1) Screencheck Public Review Draft IS/MND, IEC/MFONSE, and EA/FONSI
- One (1) Public Review Draft IS/MND, IEC/MFONSE, and EA/FONSI
- One (1) draft and one (1) final Notice of Availability
- One (1) Administrative Draft #1 Response to Comments
- One (1) Administrative Draft #2 Response to Comments
- One (1) Administrative Draft Final IS/MND, IEC/MFONSE and EA/FONSI
- One (1) Screencheck Final IS/MND, IEC/MFONSE and EA/FONSI
- One (1) Final IS/MND, IEC/MFONSE and EA/FONSI
- One (1) Administrative Final FONSI with Attachments
- One (1) Final FONSI with Attachments
- One (1) draft Decision Notice
- One (1) final Decision Notice
- One (1) Draft Notice of Availability
- One (1) Final Notice of Availability
- Production and mailing by U.S. mail of five hundred (500) hard copies of the NOA

## **Task 5 - Community Engagement**

### **Task 5.1 - Stakeholder Engagement**

Following Project Kickoff, Consultant shall work with County to identify and document likely partners, stakeholders, and interested community members. These shall then be documented in a spreadsheet that can be used to track engagement and input through the Project's process. Consultant shall assist in preparing initial letters regarding Project and supporting County in preparing for and executing up to three (3) one-on-one meetings with interested residents and stakeholders prior to public meeting #1. Following Public Meeting #1 and Prior to Public Meeting #2, there may be the need for additional communication and engagement with specific stakeholders in a one-on-one setting. Consultant shall support County in preparing for and executing up to three (3) one-on-one meetings prior to Public Meeting #2. Consultant shall prepare the materials (written communications or basic figures or images) to support the one-on-one meetings.

### **Task 5.2 - Public Meeting #1**

Consultant shall prepare for and facilitate an in person or virtual Public Meeting #1. The intent of the meeting is information sharing and shall focus on introducing the proposed Project, providing context and background, presenting the schematic site plan, and discussing next steps. Consultant anticipates this meeting to be open house style with presentation boards, stations, opportunities to interact with County, USFWS, and up to two (2) Consultant members if held in person. A similar format shall be deployed should the meeting be held virtually, so the audience can ask questions, look at maps, and ask questions about the proposed Project.

### **Task 5.3 -Public Meeting #2**

Consultant shall prepare for and facilitate an in person or virtual Public Meeting #2. This meeting shall serve two (2) purposes including presenting the proposed Project design and functioning as the public meeting for the Public Draft Environmental Document to obtain input from the Public. The format shall be a presentation followed by a question-and-answer period.

#### **Task 5 Deliverables:**

- Spreadsheet of partners, stakeholders, and interested community members
- One (1) draft initial letter regarding Project for review and comments
- One (1) final initial letter regarding Project
- Public Meeting #1 preparation, content development including presentation boards or slides, figures, maps, and participation in meeting (up to two [2] of Consultant's staff)
- Public Meeting #2 preparation, content development including presentation boards or slides, figures, maps, and participation in meeting (up to three [3] of Consultant's staff)

# Nichols Consulting Engineers, CHTD.

## Exhibit B

### Rates and Cost Estimate

All of Consultant's services shall be in accordance with the following rates and cost estimates.

#### Rates:

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$335.00
Associate/Task Lead	\$265.00
Project Manager	\$225.00
Senior II	\$225.00
Senior I	\$215.00
Project II	\$205.00
Project I	\$190.00
Staff II/Senior Designer	\$180.00
Staff I	\$165.00
CADD Designer	\$160.00
CADD/GIS Technician	\$135.00
Field Scientist	\$125.00
Tech Editor/Clerical/Intern	\$115.00

#### Cost Estimate:

<b>Task 1</b>	<b>Project Kickoff, Schematic Site Plan, and Coordination</b>	\$ 30,520.00
<b>Task2</b>	<b>Field Investigations and Technical Studies</b>	
Task 2.1	Topographic Survey and Mapping	\$ 710.00
Task 2.2	Limited Geotechnical Investigation	\$ 980.00
Task 2.3	Biological Resources Assessment	\$ 19,910.00
Task 2.4	Cultural Resources Investigation	\$ 26,380.00
Task 2.5	Transportation Impact Analysis	\$ 980.00
Task 2.6	Noise and Vibration Study Report	\$ 980.00
<b>Task3</b>	<b>Engineering, Architecture, and Landscape Design</b>	
Task 3.1	Utility Coordination	\$ 10,055.00
Task 3.2	Water Quality BMP Analysis	\$ 13,800.00
Task 3.3	Preliminary 30% Plans	\$ 50,250.00
Task 3.4	Draft and Final 30% Plans	\$ 35,625.00

<b>Task4</b>	<b>Environmental Documents</b>		
Task 4.1	Project Description, Alternative, and Interagency Coordination	\$	17,850.00
Task 4.2	Administrative Draft Joint Document	\$	56,180.00
Task 4.3	Public Review Draft IS/MND, IEC/MFONSE, and EA/FONSI	\$	11,240.00
Task 4.4	Response to Comments	\$	4,910.00
Task 4.4.1	Final IS/MND and IEC/MFONSE	\$	6,810.00
Task 4.4.2	Final EA/FONSI	\$	6,400.00
Task 4.4.2.1	Decision Notice and Distribution	\$	6,400.00
<b>Task5</b>	<b>Community Engagement</b>		
Task 5.1	Stakeholder Engagement	\$	7,260.00
Task 5.2	Public Meeting #1	\$	6,810.00
Task 5.3	Public Meeting #2	\$	7,200.00
	<b>Consultant Subtotal</b>	\$	<b>321,250.00</b>
	Direct Costs	\$	4,875.00
<b>Subconsultants</b>			
	LSC Transportation Consultants, Inc.	\$	9,450.00
	Saxelby Acoustics	\$	10,571.00
	Corestone Engineering, Inc.	\$	17,115.00
	Collaborative Design Studio	\$	21,000.00
	Dundas Geomatics, Inc.	\$	15,225.00
	<b>Subconsultant Subtotal</b>	\$	<b>73,361.00</b>
	<b>Total Proposed Budget Cost Estimate</b>		<b>\$399,486.00</b>

Reimbursement for mileage and/or direct costs for Consultant shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.

\*All Expenses and their distribution among Tasks and Subconsultants 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 Consultant's personnel, including Subconsultant, the various Tasks identified herein, and Direct Costs, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement (\$399,486) be exceeded.

**Nichols Consulting Engineers, CHTD.**

**Exhibit C**

**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.

06/13/2024

Date

Nichols Consulting Engineers, CHTD.

Type or write name of company

Margot Yapp  
Margot Yapp | JUN 13, 2024 12:37 PDT

Signature of authorized individual

Margot Yapp

Type or write name of authorized individual