

STANDARD AGREEMENT

- APPROVED BY THE ATTORNEY GENERAL

CONTRACT # CTA 12 022	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION # 94-6000511	

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into this 20th day of June, 2013, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting.

TITLE OF OFFICER ACTING FOR STATE Executive Director	AGENCY California Tahoe Conservancy
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, hereafter called the State, and

CONTRACTOR'S NAME COUNTY OF EL DORADO

, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

1. Scope of Agreement

A. Pursuant to Section 66907.7 et seq. of the Government Code and its resolution of June 20, 2013, the California Tahoe Conservancy (hereafter called the "Conservancy") hereby grants to the County of El Dorado (hereafter called the "Grantee") a sum not to exceed **Three Hundred Fifty Thousand Dollars (\$350,000)**, subject to the terms and conditions of this Agreement. These funds shall be used for the Sawmill II Bike Path and Erosion Control Project Phase 2B, (hereinafter "the Project"), as further described in the Conservancy staff recommendation of the same date as the above resolution and attached hereto as Exhibit A.

CONTINUED ON 41 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

IN WITNESS WHEREOF, the parties have executed this agreement hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY California Tahoe Conservancy	CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> COUNTY OF EL DORADO
BY: Patrick Wright, Executive Director	BY: Ron Briggs, Chair, Board of Supervisors
1061 Third Street South Lake Tahoe, CA 96150	330 Fair Lane Placerville, CA 95667

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE	Department of General Services Use Only		
\$ 350,000	Public Access 50-30-002	Lake Tahoe Conservancy			
	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	33/11 = \$297,000 21/12 = \$ 53,000				
\$ 0	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
TOTAL AMOUNT ENCUMBERED TO DATE	3125-301-0286	33/11 and 21/12	11 and 12	2011 and 2012	
\$ 350,000	OBJECT OF EXPENDITURE (CODE AND TITLE)	666/751			
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER X			DATE		

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

The Grantee hereby agrees to complete the Projects in accordance with:

- (i) the terms and conditions of this Agreement;
- (ii) the Project Schedule(s) as set forth in **Exhibit B**; and
- (iii) the Final Project Plans and Specifications approved by the Executive Director of the Conservancy ("the Executive Director") pursuant to the paragraph entitled "Final Project Plans and Specifications" below.

The Grantee shall at all times exercise responsibility over the design and implementation of the Project(s).

2. Incorporation of Documents by Reference

The following exhibits and other documents are incorporated by reference into this Agreement and made a part hereof:

- (A) Exhibit A, California Tahoe Conservancy Agenda Item 10b, June 20, 2013;
- (B) Exhibit B, Budget Details and Project Schedule;
- (C) Exhibit C, List of Assurances (For Site Improvement);
- (D) Exhibit D, Request for Disbursement Form;
- (E) Exhibit E, Mandatory Insurance Provisions;
- (F) Exhibit F, Drug-Free Workplace Certification, STD-21;
- (G) Exhibit G, Eligible Project Costs for Planning and Site Improvement Grants; and
- (H) Upon approval by the Executive Director, the Final Project Plans and Specifications (as set forth below).

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) Conservancy Resolution 13-06-09 dated June 20, 2013; (2) the body of the Agreement; (3) the Final Project Plans and Specifications approved by the Executive Director; (4) the Budget Details and Project Schedule; (5) the Operation and Maintenance Guidelines; (6) Conservancy Staff Recommendation; (7) Grantee's List of Assurances; (8) the Eligible Project Costs for Planning and Site Improvement Grants; (9) the Mandatory Insurance Provisions; (10) the model Request for Disbursement Form; and (11) the Drug-free Workplace Certification.

3. California Conservation Corps

The Grantee agrees to utilize the labor of the California Conservation Corps (hereinafter "the CCC") in the implementation of the Project where such use is feasible and in the best interests of the Project.

4. Project Plans and Specifications

Within the time periods shown in the Project Schedule(s) in **Exhibit B**, the Grantee agrees to consult with the Conservancy and other appropriate agencies with respect to the design of each

Project prior to preparation of preliminary plans and to submit a recreational use monitoring program or plan, detailed preliminary plans, Final Project Plans and Specifications, and other specified work products to the Executive Director or his designee for his review and approval. Said approvals (a) shall be by way of a written determination that said items are consistent with this Agreement, and (b) shall be a precondition of Grantee's (i) advertising for construction bids; (ii) entering into agreements with the California Conservation Corps (hereinafter "the CCC"); and/or (iii) undertaking construction where no contractors are to be hired.

Upon approval, the Grantee shall initiate the monitoring program in order to obtain data on site conditions both before and after construction of Project improvements.

The Final Project Plans and Specifications (hereinafter "the Final Plans") for each project shall include:

- (A) construction plans and specifications which have been certified by a licensed engineer, or approved by the Director of Transportation, or successor;
- (B) a detailed budget for the Project which shall include the estimate of the engineer or other official listed under subdivision (a) above for constructing the Project based on the Final Plans ("engineer's estimate"), plus design and administrative costs, recreational use monitoring costs, and any other related expenditures (hereinafter "the Project Budget"). The engineer's estimate shall also itemize the cost of any work to be performed by the CCC. If funds other than Conservancy grant funds are to be applied to the Project(s), the estimate shall indicate how the funds from the various funding sources will be allocated to the listed costs. If the Final Plans differ substantially from either the estimated budget or the conceptual plans in **Exhibit A**, or the preliminary plans, a written explanation of the reasons for such differences shall accompany the Final Plans;
- (C) a revised Project Schedule if different from that in **Exhibit B**;
- (D) a description of the planned involvement of the CCC in the Project or Grantee's written determination that participation by the CCC is not feasible or is not in the best interest of the Project;
- (E) the wording and location of all signs to be erected on the Project site(s) pursuant to the paragraph entitled "Signing" below; and
- (F) any other items not listed above which are contained in the final bid package.

If prior to the award of any construction contract, it is determined that Project costs will exceed available funding for a Project, the Grantee may redesign the Project and eliminate any discrete component, to be mutually agreed upon, which cannot be constructed due to lack of funding.

The Grantee will be required to notify the Conservancy's Project Coordinator or their designee prior to authorization of any change to the approved plans and specifications or to the

construction contract bid amount. The Grantee is required to obtain written approval from the Conservancy's Executive Director or their designee if:

- (A) the change would alter the original function or intent of the approved plans and specifications; or
- (B) any bid item is increased or decreased by more than fifteen percent (15%), or
- (C) a change order exceeds Five Thousand Dollars (\$5,000) or three percent (3%) of the construction contract bid amount, whichever is smaller.

The Grantee will be required to obtain oral approval from the Conservancy's Executive Director or their designee for any other change.

5. Other Contractors

Nothing in the contract documents shall create any contractual relationship between any third party contractor and the Conservancy.

6. Signing (THIS SECTION DOES NOT APPLY TO THIS GRANT)

For each major segment or element of the Project, the Grantee shall in accordance with the Final Plans, erect and maintain interpretive signs if proposed, as well as signs which identify the Project and the respective roles of the Conservancy and the Grantee and acknowledge the funding assistance from the Conservancy. Bond-funded Projects must comply with the sign guidelines set forth in **Exhibit H**.

Grantee shall prepare and submit an on-line catalog entry from to the California Environmental Information Catalog for information products and reports (e.g., environmental and biological field surveys, natural hazard assessments, geographic information, etc.) relating to California's natural environment that have been prepared with funds made available from Proposition 40 or 50. Of particular interest are those products that characterize site-specific conditions with regard to vegetation, wildlife populations, species occurrences and other measures of biological diversity, environmental and ecological condition. The on-line catalog entry form is available at <http://gis.ca.gov/catalog/intro.epl?page=using.html>. The Conservancy shall determine whether, for public policy reasons, a catalog description of any information product or report should be withheld from disclosure in the California Environmental Information catalog.

7. Conditions Precedent to Construction and/or Disbursement

In addition to any other conditions contained hereinabove, no construction of an individual project or other on site work shall be undertaken until written evidence has been provided to the Conservancy:

- (A) that each contractor has furnished a performance bond in favor of the Grantee, in the following amounts: for faithful performance, one hundred percent (100%) of the contract value; and for labor and materials, one hundred percent (100%) of the contract value.
- (B) that all permits and approvals necessary to begin construction under applicable local, State and Federal laws and regulations have been obtained;
- (C) that Grantee has complied with the requirements set forth in the paragraph entitled "Insurance", below; and
- (D) that the Grantee has obtained ownership or sufficient control of the Project site to ensure implementation and maintenance of the Project.

If, following the request for contractor bids, the Project budget does not accurately reflect the allocation of itemized Project costs, the Grantee shall submit, for written approval by the Executive Director, a revised Project Budget. No funds shall be disbursed until the revised budget has been approved.

8. Notifications

As early as possible prior to the commencement of construction of Project improvements, Grantee shall notify the Conservancy of the construction start-up date.

9. Final Report

Upon completion of each individual Project, Grantee shall supply the Conservancy with evidence of such completion by submitting a final report which includes:

- (A) A notice of completion or inspection report approved by the Grantee's Director of Transportation, or successor certifying completion of the Project according to the approved Final Plans;
- (B) "As built" drawings of any substantial improvements erected on the Project site(s); and
- (C) photographs (prints and slides) of the completed Project site(s), with labels or annotations showing dates of photographs and briefly describing the subject of each picture.
- (D) recreation use monitoring data collected consistent with the approved program or plan to date and an analysis of the significance of this data in regard to the effectiveness of the site improvements in improving bike trail network use.

10. Annual Monitoring Reports

In addition to the monitoring report submitted with the final report, Grantee shall submit an annual monitoring report one year and two years after the completion of construction of each

individual project. Annual reports shall present the data collected during the previous year and an analysis of the data's significance in regard to the effectiveness of the control measures in recreational infrastructure in increasing and improving non-motorized transportation. Variations in the data, if any, and possible reasons for the variations shall also be discussed. Annual reports shall also discuss the cumulative significance of all data collected since the initiation of the Project and shall include annotated photographs of the site taken during the previous year.

11. Expenditure of Funds and Allocation of Funding Among Budget Items

Except as otherwise provided herein, the Grantee shall expend funds in the manner described in the individual Project Budget approved by the Conservancy for each individual project. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Executive Director; however, the Grantee shall notify the Conservancy in writing at the time of making any such reallocation, and shall identify both the item(s) being increased and those being decreased. Any increase of more than ten percent (10%) in the amount of an item must be approved in writing by the Executive Director. The total amount of the grant may not be increased except by formal amendment of this Agreement.

12. Costs and Disbursements

Subject to the paragraph entitled "Conditions Precedent to Construction and/or Disbursement" above, the Conservancy agrees to disburse to the Grantee, in accordance with the Project Budget approved by the Conservancy (or in accordance with **Exhibit A**, if an invoice is processed prior to the receipt and approval of the Project Budget), a total amount not to exceed **Three Hundred Fifty Thousand Dollars (\$350,000)**. To meet appropriation time limits and monitoring requirements, the final invoice for construction and monitoring must be submitted on or before **May 1, 2016**.

<u>Funding Increment</u>	<u>Final Invoice Date</u>	<u>Retention Release Date</u>	<u>Fund Reversion Date</u>
\$350,000	May 1, 2016	June 1, 2016	June 30, 2016

With the exception of advances of grant funds as provided for below, disbursements of grant funds shall be made incrementally, as separate components of the Project are satisfactorily completed, and shall be on the basis of costs incurred. The final ten percent (10%) of the total grant amount shall be withheld to ensure satisfactory completion of the Project. Upon substantial completion (i.e., filing of Notice of Completion) of the Project, the amounts withheld may be reduced by the Conservancy to not less than five percent (5%). The remaining amounts withheld shall be disbursed upon (1) Grantee's satisfactory completion of the Project and submittal of a Final Report and a fully executed Final request for Distribution substantially in the form of Exhibit D; and (2) final inspection of the Project site(s) and approval of the completed Project(s) by the Conservancy's designated representative(s).

Upon award of a grant, Grantee may request an advance of up to ninety percent (90%) of the amount set forth in the Project Budget for design and administration. To request an advance, the Grantee shall submit: (1) a letter stating the amount of the advance requested signed by the

person authorized by the Grantee to request an advance, and (2) a copy of the approved budget for the Project.

After a design and administration advance:

- (A) The Grantee shall submit reports semi-annually showing expenditures from the advanced funds. This documentation shall be the same as that required for submittal of invoices, except that a Request for Disbursement form will not be included.
- (B) The Grantee shall submit preliminary and final draft plans and specifications to the Conservancy's project manager or their designee for written comments and authorization to proceed to the next stage of plan and specification preparation.
- (C) Upon approval of the Executive Director of the Conservancy, project funds may be reallocated between individual projects.

After Grantee awards the contract(s) for the construction of the Project(s), but not more than thirty (30) days prior to the start of construction, Grantee may apply for an advance of fifty percent (50%) of the amount of the Conservancy's share of the construction contract(s) awarded plus fifty percent (50%) of additional eligible construction costs described in the Conservancy-approved final budget incurred by Grantee in the performance of this Agreement.

To request an advance of grant funds, Grantee shall submit the following items:

- (A) a letter identifying the amount of the advance being requested signed by a person authorized by Grantee to request such an advance; and
- (B) the bid schedule of the contractor who was awarded the construction contract; and
- (C) Grantee's notice of award of construction contract.

At least thirty (30) days after the request for a fifty percent (50%) construction advance, the Grantee may request, based upon a demonstrated need, a second construction advance for up to an additional forty percent (40%) of the amount of the Conservancy's share of the construction contract(s) awarded plus forty percent (40%) of other construction costs described in the Conservancy-approved final budget upon:

- (A) satisfactory completion of a substantial portion of the work for which the initial advance was made;
- (B) submittal of documentation (invoices, etc.) showing expenditure of a substantial portion of the initial advances; and
- (C) documentation that fully explains why an additional advance is necessary (such as a projected deficit in Grantee funds and lack of other funding to cover the deficit).

Except for a second construction advance, if Grantee receives an advance of grant funds, additional grant funds for construction shall not be disbursed until all advanced funds have been expended. Grantee's first request for disbursement after the advances shall document all expenditures of previously advanced grant funds. In the event any portion of the advanced funds are not needed to construct the improvements for which the funds have been advanced, these funds shall be returned by Grantee to the Conservancy on or before the date for completion of construction.

Upon completion of the Project or termination of this Agreement, but not later than the final date for completion of construction, Grantee shall return all unexpended grant funds which have been advanced.

The Grantee shall request disbursement not more often than monthly, by filing with the Conservancy fully executed "Request for Disbursement" forms which contain:

- the invoice number (up to 14 characters) which contains a two-letter abbreviation of the project name, and the sequential number of the invoice (starting with 1) (e.g., SM2B-1, for invoice #1 for the Sawmill II Bike Path & Erosion Control Project, Phase 2B). The Grantee may also include its own project number in the invoice number;
- Grantee's name and address;
- the number of this Agreement (e.g., CTA-12022);
- the date of the submittal;
- the amount of the invoice;
- contact person and phone number;
- an itemized description of all work done for which disbursement is requested; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

- any supporting invoices or other source documents from contractors hired by the Grantee to complete any portion of the Project funded under this Agreement; and
- documentation of the completion of the portion of the Project for which disbursement of grant funds is requested (such as design drawings, specifications, hydrologic calculations, site survey or inspection notes, etc.).

If Grantee receives an advance of grant funds, additional grant funds for construction shall not be disbursed until all advanced funds have been expended. Grantee's first request for disbursement after the advance shall document all expenses using previously advanced grant funds.

Failure to submit a completed Request for Disbursement form, with all necessary supporting documents, shall relieve the Conservancy of any obligation to disburse funds to the Grantee until such time as the deficiencies are corrected.

Conservancy will make best efforts to forward each complete and approved Request for Disbursement form to the State Department of General Services or to the Office of the State Controller, as the case may be, within fifteen (15) working days of receipt by the Conservancy.

13. Term of Agreement; Completion Date; Project Schedule

This Agreement shall take effect upon the Conservancy's receipt of one or more original completed copies signed by the authorized representatives of both parties and the Conservancy's Executive Director, together with a certified copy of Grantee's resolution authorizing Grantee's execution of this Agreement.

The term of the Agreement shall run from the effective date through a period extending twenty (20) years from the date of completion of construction of all erosion control Project improvements for each individual project, unless otherwise terminated or amended as provided herein.

The Grantee agrees to complete construction of the Project by the completion date set forth in the Project Schedule(s) ("the Completion Date"). For good cause shown, the Completion Date, as well as any dates set forth in the Project Schedule(s), may be extended by the Executive Director upon written request by the Grantee. Such extension shall not be unreasonably denied.

Prior to completion of acquisition or construction of site improvements, as the case may be, for any discrete component of this project, either party may indicate its intent to terminate its obligations under this Agreement with respect to that component, for any reason, by providing the other party with sixty (60) days' notice in writing.

In the event of termination by the Conservancy, the Grantee agrees to take all reasonable measures to prevent further costs to the Conservancy under this Agreement, and the Conservancy shall be responsible for any reasonable and noncancelable (binding) obligations incurred by the Grantee in the performance of this Agreement until the date of actual termination, but in any case not to exceed the undisbursed balance of funding authorized in this Agreement.

If, other than for reasons beyond Grantee's control, Grantee fails to design and construct the Project improvements in accordance with this Agreement, or if the purposes and objectives of the Project are not achieved because of Grantee's failure to fulfill another material term or obligation of this Agreement, Grantee shall repay to the Conservancy all amounts disbursed by the Conservancy hereunder, except amounts for Project improvements which have been installed and which continue to serve a useful function in providing recreational access and non-motorized transportation. The Conservancy may, in its discretion, waive such repayment, in whole or in part, on the basis of Grantee's written statement of reasons. If the Executive Director or his designee does not approve such waiver, the matter shall be referred to the Conservancy's governing board for its decision.

Following notice of intent to terminate, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Project, the

basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

This paragraph shall not be deemed to limit any legal or equitable remedies which either party may have for breach of this Agreement.

14. Operation and Maintenance

Except as otherwise prohibited by State law, the Grantee agrees to operate and maintain the Project site(s) for the purpose of recreational access, soil erosion, and drainage control throughout the term of the Agreement. The Grantee agrees to assume all operation and maintenance costs of the Project and the Conservancy and the State shall not be liable for any cost of such operation and maintenance. Nothing in this Agreement shall prevent the Grantee from receiving additional grants for such purposes to the full extent of the law.

The Grantee may be excused from its obligations for operation and maintenance of the Project site(s) during the term of this Agreement only upon the written approval of the Executive Director of the Conservancy for good cause shown. "Good cause" includes, but is not limited to, natural disasters which destroy the Project improvements and render the Project obsolete or impracticable to rebuild. The Executive Director's decision to excuse Grantee for good cause shall not be unreasonably denied.

15. Liability

The Grantee shall be responsible for, indemnify, and hold harmless the Conservancy and its members, Directors, agents, and employees, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, or the design, construction, operation, repair, maintenance, existence of the Project, except to the extent of, and in direct proportion to the active negligence or the intentional wrongdoing of the Conservancy, or its member(s), Director(s), agent(s) or employee(s), which arises other than from (1) a failure by the Conservancy to warn of hazards, based upon its review or inspection of the Project plans, designs, specifications or site(s), and/or (2) the omission by Conservancy to review or inspect said plans, designs, specifications or site(s).

The parties expressly acknowledge that this Agreement is an agreement for the subvention of public funds from the Conservancy to the Grantee, and is not an "agreement" as that term is defined in Government Code Section 895 or a "construction contract" under Civil Code Sections 2782 or 2783. Accordingly, it is acknowledged Grantee does not, in matters arising under this Agreement, have any right to contribution and indemnity from the Conservancy and/or the State of California arising under Government Code Sections 895.2 and 895.6.

Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its Directors, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except such liability as results from the Conservancy's active negligence or the intentional wrongdoing of

Conservancy, its member(s), Director(s), agent(s), or employee(s), and, in the case of joint negligence, is in direct proportion to the Conservancy's share of fault.

Conservancy assumes no responsibility for assuring the safety of the Project improvements and the Project site(s). Conservancy's rights under this Agreement to review, inspect, or approve the Final Plans and Project improvements and/or its election to exercise or not to exercise those rights, shall not give rise to any warranty or representation that the Final Plans, Project improvements or the Project site(s) are free of defects and hazards.

16. Insurance

In the event that Grantee enters into an agreement or agreements with independent contractors or other third parties other than agencies of the State of California for construction or implementation of the Project or a portion thereof, such agreement(s) shall include a mandatory insurance provision substantially in the form of **Exhibit E** attached hereto. In addition, Grantee shall make reasonable efforts to assure that the California Tahoe Conservancy, and its members, Directors, and employees are included as additional insureds under the insurance required by said **Exhibit E**, and that a copy of the endorsements or certificate naming them as additional insureds is furnished to the Conservancy as soon as practical. In the event the contractor or third party is unable to name the Conservancy as an additional named insured, the Grantee shall so notify the Conservancy. Within five (5) working days thereafter the Conservancy should notify the Grantee whether the Grantee shall proceed with the Project or a portion thereof absent such provision in the insurance.

The company or companies providing such insurance shall have no recourse against the Conservancy and the State of California, and their members, Directors and employees, or any of them, for payment of any premiums or assessments under such insurance. The Conservancy shall also be provided with notice of any proposed cancellation of insurance.

In the event that the insurance coverage cannot be obtained, or is canceled or reduced below the minimums required herein, the Conservancy may in its sole discretion waive, in part or in whole, the insurance requirements set forth above; provided, however, that the Conservancy may reinstate such requirements if it determines there has been a change of circumstances.

17. Audits/Accounting/Records

The Grantee shall establish an official file for the Project(s). The file shall contain adequate documentation of all actions that have been taken with respect to the project.

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all project funds, including interest. All funds received by the Grantee shall be deposited into separate fund accounts that identify the funds and clearly show the manner of their disposition. The Grantee agrees that adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. Interest on advanced funds shall be used for the purpose of the Project(s), as approved by the Conservancy. The Grantee shall

promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

The grantee shall maintain books, records documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including State funds, interest earned, and any matching funds by the Grantee and the total cost of the Project(s). The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation.

All Grantee records relevant to the project must be preserved a minimum of three years after the final payment of the contract or the final audit, whichever is later, and shall be subject at all reasonable times to inspection, examination, monitoring, copying excerpting, transcribing, and audit by the State of California.

The State of California and the California Tahoe Conservancy reserve the right to call for a program audit or a financial audit at any time between the execution of this Agreement and the Completion or termination of the Project(s). At any time, the Conservancy may disallow all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this Agreement.

18. Nondiscrimination

During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This nondiscrimination clause shall be included in all contracts entered into by the Grantee for the performance of work within the scope of this Agreement.

19. Independent Status of Grantee

The Grantee, and the agents and employees of the Grantee, in the performance of this Agreement, shall act in an independent capacity and not as Directors or employees or agents of the State of California.

20. Assignability

Without the written consent of the State, the Grantee's interest in, and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

21. Drug-Free Workplace

Grantee agrees to maintain a drug-free workplace in accordance with Government Code Section 8355 et seq., by doing all of the following:

- (A) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of this prohibition;
- (B) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations.
- (C) Submitting a drug-free workplace certification form STD-21, **Exhibit F**; and
- (D) Requiring that each employee engaged in the performance of the contract be given a copy of the certification.

22. Time of the Essence

Time is of the essence of this Agreement.

23. Amendments

Except as otherwise provided herein, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement to be incorporated herein shall be binding on any of the parties hereto.

24. Project Coordinators

Peter Eichar (or such other person(s) as the Executive Director may designate from time to time) is designated the Conservancy's Project Coordinator for this grant. The Grantee's Officer with

responsibility for administering this Agreement is the Director of Transportation, their successor, or other designee.

25. Conservancy Approvals

All actions and approvals required to be taken by the Conservancy under this Agreement may be taken by the Executive Director or his designee.

26. Grantee Approvals

All actions and approvals required to be taken by the Grantee under this Agreement may be taken by the Director of Transportation or their designee.

27. Resolution

The signature of the Executive Director or other designated official of the Conservancy on this Agreement certifies that at its June 20, 2013, meeting, the Conservancy approved a grant of **Three Hundred Fifty Thousand Dollars (\$350,000)** to the Grantee for the implementation of the Project(s) described in the attached Conservancy Staff Recommendation, agenda item 10b (**Exhibit A**).

28. Sections and Headings

The headings and captions of the various sections of this Agreement have been inserted only for the purpose of convenience, and are not a part of this Agreement and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this Agreement.

29. Severability

The provisions of this Agreement are intended to be severable, separate, and distinct from each other. If any provision hereof is determined to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

30. Entire Agreement

This Agreement, and the attached exhibits, constitutes the entire contract between the parties hereto, relating to the Project and may not be modified except by an instrument in writing signed by the parties hereto.

**SITE IMPROVEMENT GRANT FOR PHASE 2B
SAWMILL II BIKE PATH AND EROSION CONTROL PROJECT**

Summary: Staff recommends authorization of a site improvement grant of up to \$350,000 to El Dorado County to construct Phase 2B of the Sawmill II Bike Path and Erosion Control Project.

Location: Meyers, between U.S. Highway 50 and the Echo View Estates subdivision, along the west and southern side of Sawmill Road, El Dorado County (El Dorado County Assessor Parcel Numbers 33-090-12, 13, 14, 16; 33-100-15; 33-180-04, 06, 21, 35, 36) including public and privately owned parcels and the County's Right of Way of Sawmill Road (Attachment 1).

Fiscal Summary: \$350,000 in Lake Tahoe License Plate funds

Recommended Action: Adopt Resolution 13-06-09 (Attachment 2)

Background

El Dorado County seeks funding for Phase 2B of the Sawmill II Bike Path and Erosion Control Project (Phase 2B Project), which consists of an off-roadway path for cyclists and pedestrians traveling between Meyers and the Tahoe Valley area of the City of South Lake Tahoe and drainage infrastructure to reduce soil erosion (Attachment 3).

In 2012, El Dorado County (County) constructed the first section of the Sawmill II Bike Path and Erosion Control Project (Phase 2A), which began at the intersection of Lake Tahoe Boulevard and Sawmill Road and ended at the Echo View Estates Subdivision. The proposed Phase 2B Project will continue the path from the subdivision along the west and southern side of Sawmill Road to U.S. Highway 50, where it will connect to the bridge to Meyers crossing the Upper Truckee River. That bridge was the terminus of the Sawmill I Bike Path that extended the Pat Lowe Memorial Bike Path in Meyers (built in the early 1990s) an additional 1.7 miles. The County anticipates constructing future phases of the bike trail network that will connect Phase 2A with the City of South Lake Tahoe (City). Phase 2B Project and the eventual construction of the path parallel to

Lake Tahoe Boulevard will complete the bike trail network between the community of Meyers and the City (Attachment 3A).

Trail usage by both visitors and residents is expected to increase incrementally as sections of the network are constructed and then increase substantially when the entire network is completed. Gaps in the bike trail network currently force trail users to merge with vehicular traffic along Sawmill Road and Lake Tahoe Blvd, which can feel unsafe and ultimately discourages use.

Planning and acquisition contributions for Phase 2A and 2B, and construction funding for Phase 2A are outlined below:

Conservancy	\$ 906,000
Caltrans	737,000
U.S. Forest Service, Lake Tahoe Basin Management Unit (LTBMU)	520,000
Tahoe Regional Planning Agency (TRPA)	299,200
Tahoe Metropolitan Planning Organization	348,000
Total	\$2,810,200

Project Description

Conservancy staff recommends that the Board authorize a grant of up to \$350,000 to El Dorado County to construct the Phase 2B Project.

Proposed improvements include the construction of a Class 1 bicycle and pedestrian path along the south side of Sawmill Road from Echo View Estates to U.S. Highway 50. The bike path will be a paved eight-foot wide path with two-foot compacted shoulders (clear zone) consistent with the *Guide for the Development of Bicycle Facilities, 1999*, published by the American Association of Highway and Transportation Officials (AASHTO). The project also includes stormwater drainage infrastructure intended to improve water quality to nearby waterways through the construction of Best Management Practices (BMPs) in the County's right-of-way and easement areas. Native vegetation will be used throughout the site to restore existing disturbed areas, as well as areas disturbed by construction activities. The bike path and erosion control features will be constructed on three California Department of Parks and Recreation (DPR), three private parcels, a National Forest parcel, three Conservancy-owned parcels and a County right-of-way.

The County intends to bid the project in fall 2013 with construction starting in summer or early fall 2014 and concluding within one construction season.

Project Budget

The County's estimate for construction of the Phase 2B Project is \$1,278,059 with an additional \$273,041 for project management and administration, materials testing, inspection, and vegetation establishment monitoring for a total of \$1,551,100. This grant will provide roughly 22% of the total project cost. County staff has done a tremendous job of seeking and securing funding from many sources at the State, Federal, and regional levels as discussed above.

Proposed Grant Budget

<u>Activity</u>	<u>Amount</u>
Construction	\$315,000
Administration	35,000
Total	\$350,000

Project Schedule

Close Escrow on Easements	December 2013
Final Plans and Specifications	July 2013
Bid Project	October 2013
Award Construction Contract	December 2013
Begin Construction	July 2014
Complete Construction	October 2014
Annual Monitoring Report	December 2015
Second Year Irrigation	October 2015
Final Report	December 2016

The budget and schedule may be adjusted, but total expenditures under this grant will not exceed \$350,000.

Project Implementation

The Conservancy will enter into a standard agreement with El Dorado County for the Phase 2B Project implementation. In recent agreements, site improvement grants provide for an advance of up to 90% for administration and construction.

Project Evaluation

The Phase 2B Project meets the Conservancy's Public Access and Recreation Program Guidelines and Objectives, first adopted on December 19, 1986 and modified on May 29, 2009.

The Phase 2B Project will increase and enhance regionally significant public access and recreational opportunities in addition to providing non-motorized transportation access to civic and commercial areas including: Washoe Meadows State Park and Tahoe Valley State Recreation Area; South Tahoe High School, the U.S. Post Office in Meyers, Meyers Elementary School, Tahoe Paradise Park, Sawmill Pond and commercial properties in the Town Centers of Meyers and the South "Y" (Tahoe Valley).

The Phase 2B Project is the highest priority trail in the County, and is consistent with the Environmental Improvement Program (EIP) and the Lake Tahoe Bicycle and Pedestrian Master Plan.

The County is scheduled to consider and adopt a resolution on June 4, 2013 that commits the County to operating and maintaining the trail facilities and properties for a minimum of 20 years. The County is currently securing the necessary easements to construct improvements on private lands.

Consistency with the Conservancy's Enabling Legislation

A site improvement grant is consistent with the Conservancy's enabling legislation. Specifically, Government Code section 66907.7 authorizes the Conservancy to award grants to local public agencies for purposes consistent with its mission, which includes providing public access and recreational facilities.

Compliance with the California Environmental Quality Act (CEQA)

The County, acting as the lead agency, prepared an Initial Study (IS) and a Mitigated Negative Declaration (MND) for this project to comply with CEQA. The County's Board of Supervisors adopted the MND on December 10, 2009, and a Notice of

Determination (NOD) was filed on December 14, 2009 with the State Clearinghouse (SCH# 2009102016). In May 2010, the Conservancy drafted an Addendum to the MND incorporating amendments to the CEQA Guidelines. The findings in the Addendum were based on information provided by the County's memo addressing the CEQA amendments. The Conservancy considered and concurred with the findings of the IS/MND and Addendum and filed an NOD following the July 15, 2010 Board meeting for the purpose of giving an easement to the County for improvements on a Conservancy parcel. An NOD was filed again on September 15, 2011 for easements on three additional Conservancy-owned parcels. At the March 15, 2012 Board meeting, the Board, for the third time, considered and concurred with the findings of the IS/MND to award up to \$85,000 for easement acquisitions in support of the Sawmill II Bike Path project, and filed an NOD on March 19, 2012. This will be the fourth time the Conservancy Board is being asked to consider and concur with the IS/MND and Addendum and authorize staff to file a new NOD.

A copy of the IS/MND, Addendum, and previously filed NODs have been provided to the Board on CD (Attachment 4) and are available for public review at the Conservancy Office, 1061 Third Street, South Lake Tahoe, CA 96150.

As a responsible agency, the Conservancy must consider the IS/MND prepared by the County, along with the Addendum prepared by the Conservancy, and reach its own conclusions on whether and how to approve the project. Staff reviewed the IS, MND, and Addendum once again and believes the analyses of the proposed improvements in the document are adequate. Staff has determined that the Phase 2B Project, as proposed, would not cause a significant effect on the environment. Since completion of the MND and Addendum, there is no new information, substantial changes to the proposed project, or changes to the project implementation that would involve any new significant effects not analyzed in the MND or Addendum. As a result, no new mitigation measures are necessary to find that the project, as mitigated, would have no significant environmental impacts. The mitigation measures are located in *Appendix B, Mitigation Monitoring and Reporting Program*, of the MND.

Staff recommends the Board review and consider the IS/MND and Addendum, together with any comments received during the public review process; certify that it has independently considered and reached its own conclusions regarding the environmental effects of the project; make the findings as set forth in the Resolution (Attachment 2); and authorize the recommended site improvement grant. If the Board considers and concurs with the IS/MND and authorizes the actions described above, staff will file an NOD with the State Clearinghouse pursuant to CEQA Guidelines,

section 15096. Attachment 5 contains the Conservancy's proposed NOD.

List of Attachments:

- Attachment 1 – Location Map
- Attachment 2 – Resolution 13-06-09
- Attachment 3A – Bike Trail Network
- Attachment 3B – Project Map (Figure C1)
- Attachment 3C – Project Map (Figure C2)
- Attachment 4 – IS/MND and Addendum (on attached CD)
- Attachment 5 – Conservancy's Notice of Determination

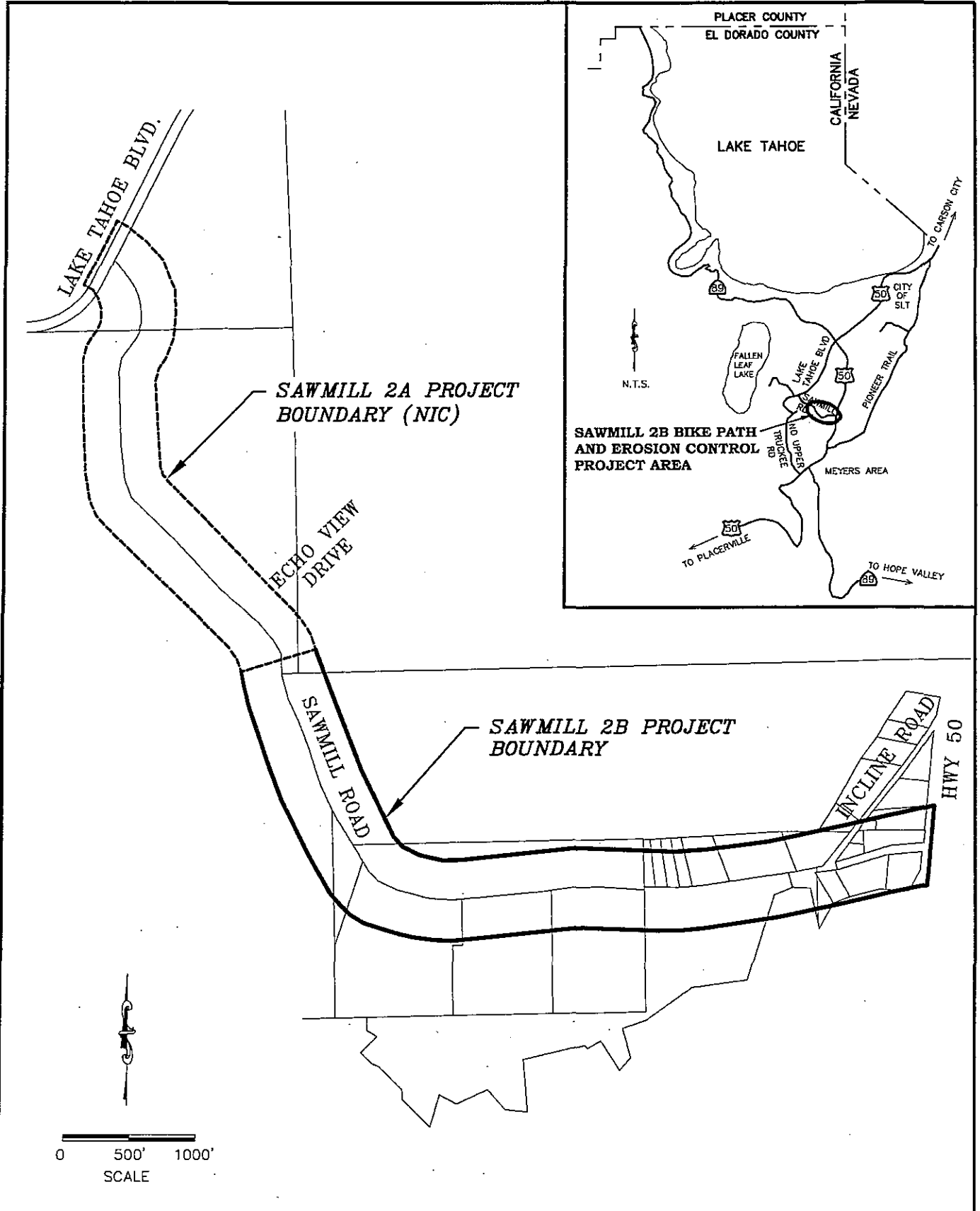
Conservancy Staff Contact:

Peter Eichar, AICP

Phone: (530) 543-6046

Email: peter.eichar@tahoe.ca.gov

**ATTACHMENT 1
Location Map**



0 500' 1000'
SCALE

EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



**SAWMILL 2B BIKE PATH
AND EROSION CONTROL PROJECT
LOCATION MAP**

FIGURE

A

DATE: 04/2013

PROJECT NO.: 95192

BY: ALD

ATTACHMENT 2

California Tahoe Conservancy

Resolution

13-06-09

Adopted: June 20, 2013

SITE IMPROVEMENT GRANT FOR PHASE 2B SAWMILL II BIKE PATH AND EROSION CONTROL PROJECT

Staff recommends that the California Tahoe Conservancy make the following finding based on the accompanying staff report pursuant to Public Resources Code section 21000 et seq.:

"The California Tahoe Conservancy, in its role as a responsible agency under the California Environmental Quality Act, has independently reviewed and considered the environmental impacts of the Sawmill II Bike Path and Erosion Control Project as described in El Dorado County's Initial Study / Mitigated Negative Declaration (IS/MND) certified by El Dorado County on December 10, 2009. In May 2010, the Conservancy drafted an Addendum to the Mitigated Negative Declaration incorporating amendments to the CEQA Guidelines. The Addendum addresses new questions added to Appendix G, Environmental Checklist. The Conservancy has independently considered and reached its reviewed the IS/MND and Addendum and related documents and finds that the improvements proposed have been adequately analyzed in the IS/MND and Addendum. The Conservancy finds that no new substantial changes to the proposed project or other changes to the project implementation would involve any new significant effects that were not analyzed in the Initial Study, Mitigated Negative Declaration, and Addendum. The Conservancy hereby directs staff to file a Notice of Determination with the State Clearinghouse for this project."

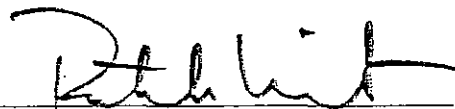
Staff further recommends that the Conservancy adopt the following resolution pursuant to Government Code section 66907.7:

"The California Tahoe Conservancy hereby authorizes the award of a site improvement grant, of up to \$350,000 to El Dorado County for the purposes of constructing a Class 1 bicycle and pedestrian path in addition to erosion control infrastructure associated with the Sawmill ~~2~~II

Bike Path and Erosion Control Project, Phase 2B. Further, the Conservancy authorizes staff to enter into a grant agreement, and to take all other necessary steps consistent with the accompanying staff recommendation."

I hereby certify that the foregoing is a true and correct copy of the Resolution duly and regularly adopted by the California Tahoe Conservancy at a meeting thereof held on the 20th day of June 2013.

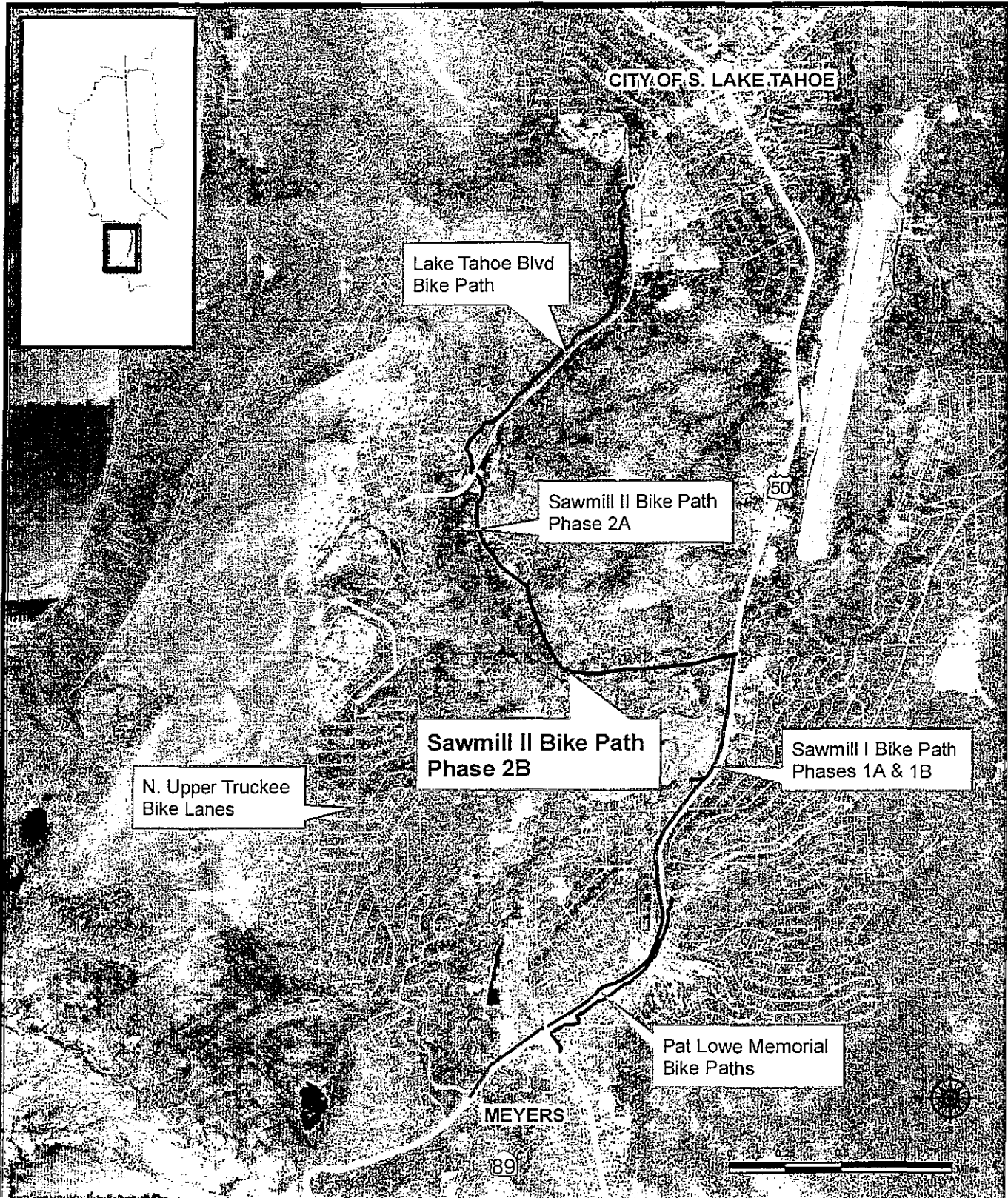
In WITNESS THEREOF, I have hereunto set my hand this 20th day of June 2013.

A handwritten signature in black ink, appearing to read "Patrick Wright", written over a horizontal line.

Patrick Wright
Executive Director

ATTACHMENT 3A

Sawmill II Bike Path and Erosion Control Project, Phase 2B



Bike Trails

—— Class I, Existing

—— Class I, Proposed

—— Class II, Existing

—— Class II, Proposed

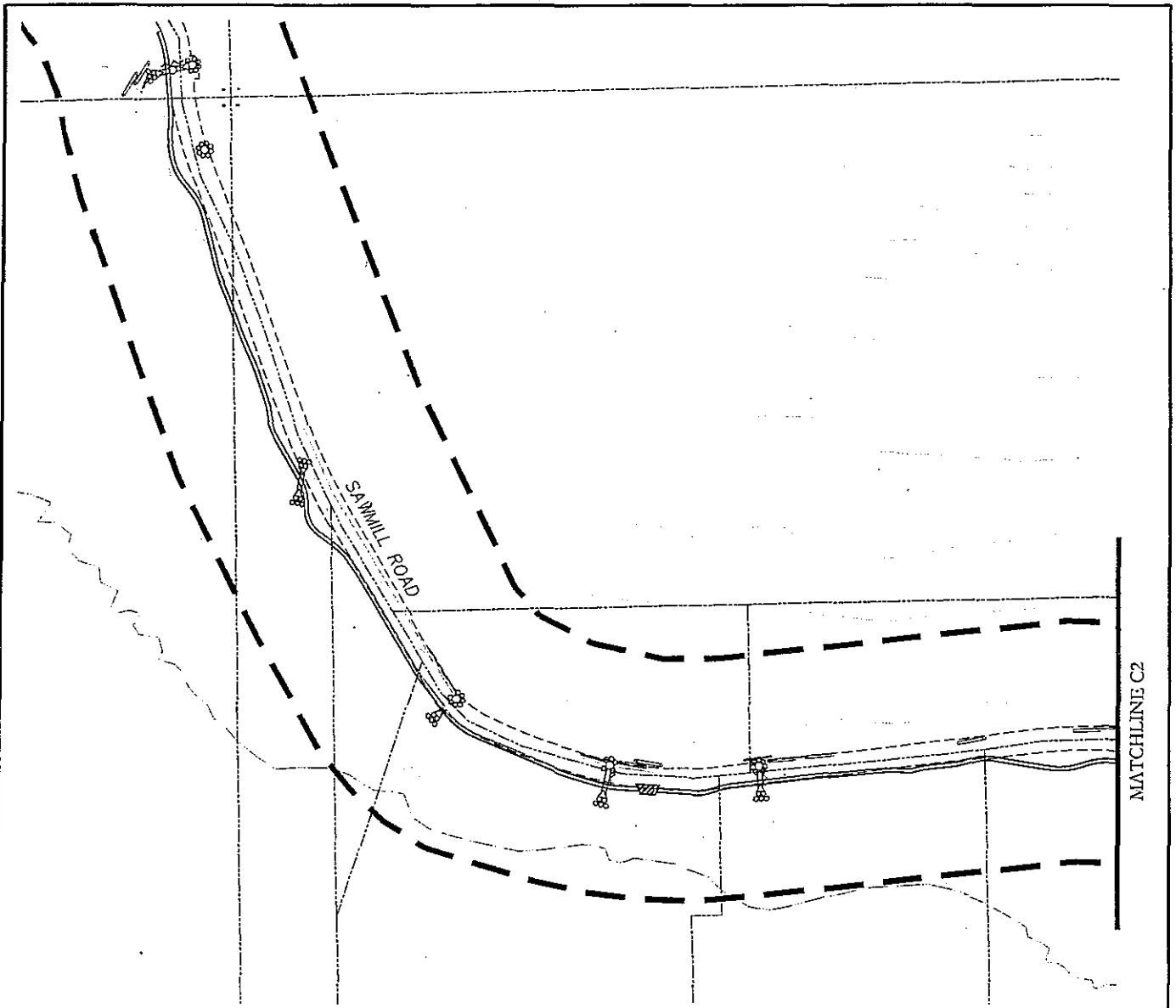
California Tahoe Conservancy

June 2013

Map for reference purposes only
Sources: TRPA, NAIP 2010 Imagery



ATTACHMENT 3B Project Map



LEGEND

	PROPOSED PROJECT BOUNDARY		PROPOSED CONTOUR LOG
	EXISTING ROADWAY EASEMENT		PROPOSED CULVERT
	EXISTING PROPERTY LINES		PROPOSED FLARED END SECTION
	PROPOSED ROCK-LINED CHANNEL		PROPOSED CULVERT REMOVAL
	PROPOSED GRASS-LINED SWALE		PROPOSED BIKE PATH
	PROPOSED SEDIMENT TRAP		PROPOSED ROCK SLOPE PROTECTION
	PROPOSED DRAINAGE INLET		PROPOSED PAVING
	PROPOSED ROCK DISSIPATOR		PROPOSED CURB AND GUTTER
	PROPOSED ROCK BOWL		



SCALE: 1"=400'

EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



SAWMILL 2B BIKE PATH
AND EROSION CONTROL PROJECT

Proposed Improvements

FIGURE

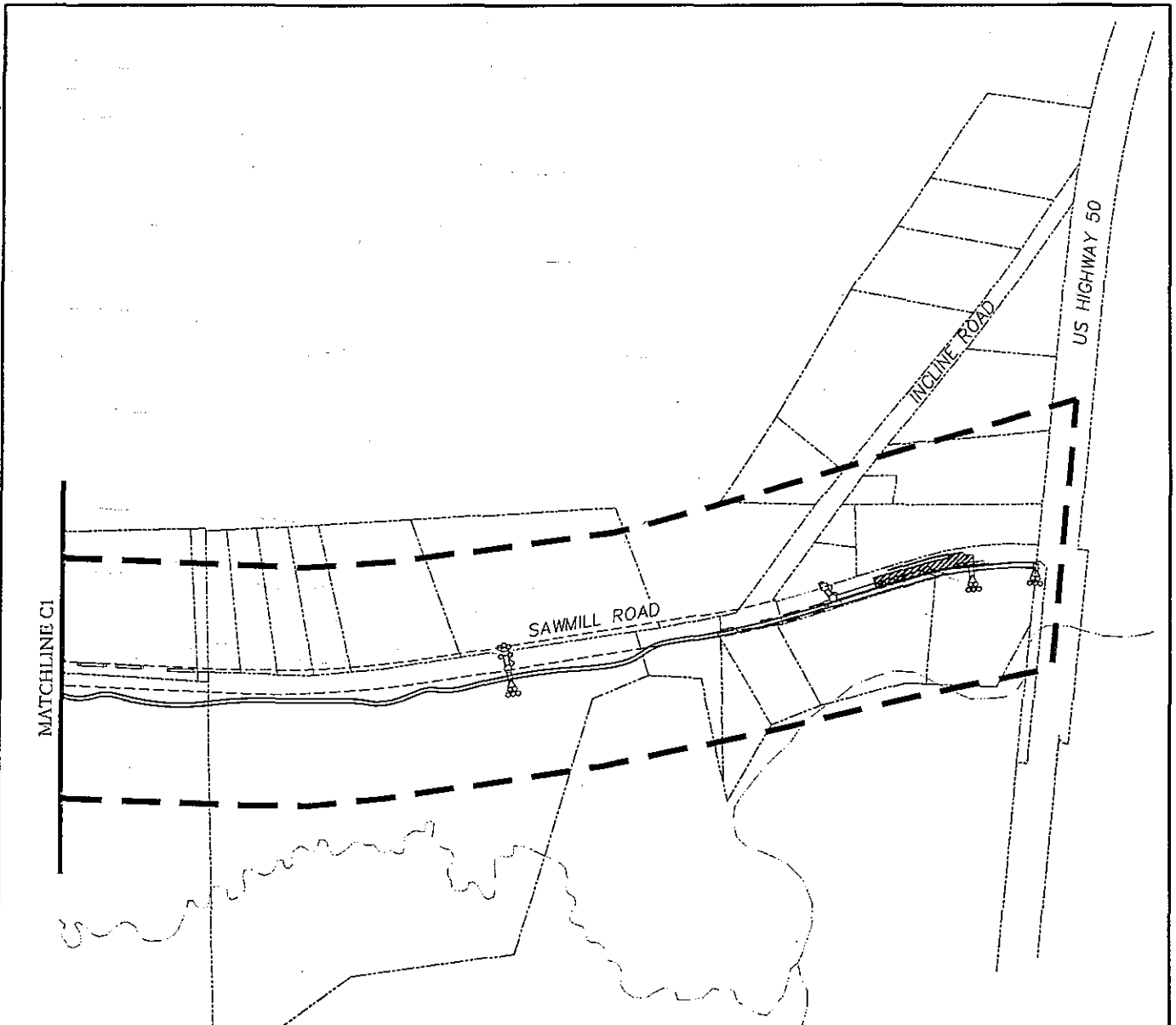
C1

DATE: 04, 2013

PROJECT NO.: 95192

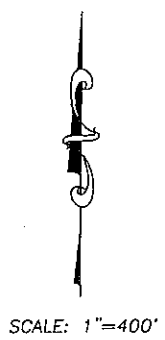
BY: ALD

ATTACHMENT 3C Project Map



LEGEND

	PROPOSED PROJECT BOUNDARY		PROPOSED CONTOUR LOG
	EXISTING ROADWAY EASEMENT		PROPOSED CULVERT
	EXISTING PROPERTY LINES		PROPOSED FLARED END SECTION
	PROPOSED ROCK-LINED CHANNEL		PROPOSED CULVERT REMOVAL
	PROPOSED GRASS-LINED SWALE		PROPOSED BIKE PATH
	PROPOSED SEDIMENT TRAP		PROPOSED ROCK SLOPE PROTECTION
	PROPOSED DRAINAGE INLET		PROPOSED PAVING
	PROPOSED ROCK DISSIPATOR		PROPOSED CURB AND GUTTER
	PROPOSED ROCK BOWL		



EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



SAWMILL 2B BIKE PATH
AND EROSION CONTROL PROJECT

Proposed Improvements

FIGURE

C2

DATE: 04, 2013

PROJECT NO.: 95192

BY: ALD

ATTACHMENT 4

**SAWMILL II BIKE PATH PHASE 2B
AND EROSION CONTROL SITE IMPROVEMENT GRANT**

El Dorado County Initial Study and
Mitigated Negative Declaration
Addendum to Mitigated Negative Declaration
El Dorado County NOD

Conservancy Notice of Determination, 7/15/2010
Conservancy Notice of Determination, 9/15/2011
Conservancy Notice of Determination, 3/15/2012

Department of Fish and Wildlife
2009 Environmental Filling Fee Receipt

On attached CD

ATTACHMENT 5

NOTICE OF DETERMINATION

TO: Office of Planning and Research
1400 10th Street, Room 121
Sacramento, CA 95814

FROM: California Tahoe Conservancy
1061 Third Street
South Lake Tahoe, CA 96150

Subject:

Filing of Notice of Determination in compliance with section 21108 of the Public Resources Code.

Project Title:

Sawmill II Bike Path and Erosion Control Project

State Clearinghouse Number:

2009102016

Contact Person:

Peter Eichar

Telephone Number:

(530) 543-6046

Project Location:

Southern side of Sawmill Road between U.S. Highway 50 and Echo View Estates Drive, in the unincorporated area of El Dorado County

Project Description:

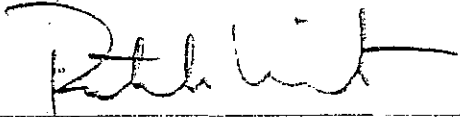
The Sawmill II Bike Path and Erosion Control Project, Phase 2B involves the award of up to \$350,000 for site improvement activities to the County of El Dorado to construct a Class 1 bicycle and pedestrian path and associated erosion control features within the project area.

This is to advise that the California Tahoe Conservancy, acting as a responsible agency, has approved the above-described project on June 20, 2013 and has made the following determinations regarding the above-described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration for the project was prepared and approved by El Dorado County on December 10, 2009, and a Notice of Determination was filed on December 14, 2009. The Notice of Determination, Mitigated Negative Declaration, and record of project approval may be examined at El Dorado County Department of Transportation, 924 B Emerald Bay Road, South Lake Tahoe, CA 96150. In May 2010, the Conservancy prepared an Addendum to the MND to address amendments to CEQA. The California Tahoe Conservancy reviewed and considered the Mitigated Negative Declaration and Addendum prior to project approval. The Addendum to the MND may be examined at the California Tahoe Conservancy, 1061 Third Street, South Lake Tahoe, CA 96150.
3. Mitigation measures were made a condition of the approval of the project by El Dorado County and the California Tahoe Conservancy.
4. The Conservancy finds that no substantial changes are proposed in the project, and no substantial changes have occurred with respect to the circumstances under which the project is being implemented that would result in any potentially significant environmental effects. Furthermore, there are no changes regarding the project that would require new or different mitigation measures.

Fish and Game Fees: A California Department of Fish and Wildlife Environmental Filing Fee was paid for this project. A copy of the receipt will be filed with this notice.

Date Received for Filing:



Patrick Wright
Executive Director

Exhibit B

Budget Details and Project Schedule

CTA 12 022 Sawmill II Bike Path and Erosion Control Project, Phase 2B

Site Improvement Grant Budget:

<u>Activity</u>	<u>Amount</u>
Construction	\$315,000
Administration	\$ 35,000
Total	\$350,000

Site Improvement Project Schedule:

Close Escrow on Easements	December 2013
Final Plans and Specifications	July 2013
Bid Project	October 2013
Award Construction Contract	December 2013
Begin Construction	July 2014
Complete Construction	October 2014
Annual Monitoring Report	December 2015
Second Year Irrigation	October 2015
Final Report	December 2016

Exhibit C

List of Assurances (For Site Improvements)

By entering into the foregoing Agreement the applicant assures and certifies that it will comply with Conservancy regulations, policies, guidelines, conditions, and requirements as they relate to the acceptance and use of Conservancy funds for the Project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for and receive the grant funds, and to finance and construct the proposed facilities; that where appropriate, a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will ensure that all project improvements are designed to last for at least twenty (20) years.
3. It has sufficient funds or commitments for sufficient funds to complete the Project, over and above the portion to be borne by the Conservancy and, when the Project are completed, to assure the effective operation and maintenance of the facility for the purposes of the Conservancy grant.
4. It holds or will obtain sufficient title or interest in the property to enable it to undertake lawful development and construction of the Project. In the case where the Grantee is acquiring an interest in the property as a part of the project development, such title documentation shall be subject to the review of the Executive Director of the Conservancy.
5. It will not dispose of or encumber its title or other interests in the site and facilities except as approved in writing by the Executive Director of the Conservancy for consistency with the purposes of this grant.
6. It will permit the Conservancy's Project Coordinator and any other designated representatives to enter onto the Project sites for the purpose of conducting studies, evaluating the progress of the Project or inspecting the Project sites at reasonable times before, during and after the construction phase of the Project.
7. Except as otherwise provided by law, it will give the Conservancy, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will ensure that any publications, studies, reports, or brochures which are made possible by or derived in whole or in part from the Project shall acknowledge the assistance of the Conservancy as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy."

9. It will cause work on the Project to be commenced within a reasonable time after receipt of notification from the Conservancy that funds have been approved, and will carry the improvements to completion with reasonable diligence.

10. It will, where appropriate, comply with the requirements of the State's Braithwaite Act (Chapter 1574, Statutes of 1971 and related statutes), which provides for fair and equitable treatment of displaced persons.

11. It will comply with the applicable requirements of the California Environmental Quality Act.

Exhibit D

REQUEST FOR DISBURSEMENT FORM

Remit to: Grantee Address

Date:
Billing Period: xxxxxx

Project: PCXXXX - XXXXXXXXXXXXXXXXXXXXXXXX

Grant/Invoice No. CTA-XXXXX.X RCxxx

	Budget Amount	Revised Budget	Total Prev. Billed	Balance Last Period	Current Billing	Balance Available
Project Design and Administration				-		-
Proj. Design & Admin - Advance Funds				-		-
Construction				-		-
Construction - Advance Funds				-		-
Monitoring				-		-
Contingency				-		-
Total:	-	-	-	-	-	-

Billing Summary

Invoice #	Actual Expenses	Advance funds	Retention	Amount Requested	Payment
RC123				-	
RC124				-	
RC124					
RCXXX					
subtotal	-	-	-	-	

Invoice RCxxx requested amount

Signature _____

Title
Authorized Project Coordinator

EXHIBIT E

1. INSURANCE

PUBLIC WORKS CONSTRUCTION

GENERAL INSURANCE REQUIREMENTS: The Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, Operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$1 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the contract.
4. In the event Contractor is a licensed professional and is performing professional services under this contract, professional liability is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures.

PROOF OF INSURANCE REQUIREMENTS:

1. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the El Dorado County Risk Management Division, or

be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

2. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (CTC) its officers, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general liability and excess liability insurance policies. Proof that the County and CTC are named additional insureds shall be made by providing the El Dorado County Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County and CTC additional insureds.
3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Agreement.
4. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon prior written notice to the County of El Dorado at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.
2. Contractor 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 contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor 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 the Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division.

ADDITIONAL STANDARDS: Certificate shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the El Dorado County Risk Management Division, as essential for protection of the County.

COMMENCEMENT OF PERFORMANCE: Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH: Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers, or CTC, its officers, officials, employees or volunteers.

PRIMARY COVERAGE: The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

PREMIUM PAYMENTS: The insurance companies shall have no recourse against the County of El Dorado or CTC, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

CONTRACTOR'S OBLIGATIONS: Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

GOVERNING PRECEDENCE: To the extent that this Section, "Public Works Construction-General Insurance Requirements," is inconsistent with 7-1.12, "Indemnification and Insurance," of the State of California, Department of Transportation, Caltrans, Standard Specifications, July 2002, this Article shall govern; otherwise each and every provision of such Section 74.12 shall be applicable to this Agreement.

PROFESSIONAL SERVICES/CONSULTANT

Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County 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.
- C. Automobile liability insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Consultant in performance of the contract.
- D. In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County 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 the El Dorado County 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 above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of required insurance coverage. 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 the contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:

- a. The insurer will not cancel the insured's coverage without prior written notice to the County; and
 - b. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (CTC) its officers, officials, employees, and volunteers are included as additional insureds, on an additional insured endorsement, but only insofar as the operations under this contract are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers or CTC, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado or CTC, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event contractor cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this contract for not less than three 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 the El Dorado County Risk Management Division, as essential for protection of the County.

2. INDEMNITY

PUBLIC WORKS CONSTRUCTION

To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold the County and the California Tahoe Conservancy (CTC) harmless against and from any and all claims, suits, losses, demands, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County or CTC employees, or damage to property, or any economic consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, CTC, the Contractor, subcontractors or employee of any of these, except active or sole negligence, or willful misconduct of the County, CTC, its officers and employees, where expressly prohibited by statute.

The duty to indemnify and hold harmless the County and CTC specifically includes the duties to defend set forth in Section 2778 of the Civil Code,


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

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

EXHIBIT F**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

CONTRACTOR/BIDDER FIRM NAME		FEDERAL ID NUMBER
BY (Authorized Signature) 		DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING		TELEPHONE NUMBER (Include Area Code) ()
TITLE		
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS		

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

EXHIBIT G

Eligible Project Costs for Planning and Site Improvement Grants

Eligible costs - The Conservancy will fund up to 100% of eligible project costs for planning and site improvements.

The following types of costs are eligible for funding under the planning grant program:

- work-plan preparation;
- completion of approved work-plan products;
- public meeting costs;
- project design, administration, and interagency coordination;
- pre-construction water quality monitoring;
- preparation of preliminary plans, specifications and cost estimates;
- grant application preparation;
- pre-acquisition activities related to the acquisition of interests in land;
- project evaluation and environmental documentation; and
- preparation and processing of permit applications.

The Conservancy will fund all eligible project costs incurred after board approval (consistent with the terms of the grant agreement) and Conservancy staff approval of the grantee's work-plan. Advance payments or reimbursement for expenses will not begin until Conservancy staff approval of the grantee's work-plan. The work-plan will identify the specific work products (conceptual plans, environmental documents, surveys etc.) to be developed during the planning process and their delivery dates. Written approval from the Conservancy is required for any major changes to the approved work-plan.

The following types of costs are eligible for funding under the site improvement grants program:

- project administration and interagency coordination;
- preparation and processing of permit applications;
- water quality monitoring;
- preparation of contract documents including final plans, specifications and cost estimates;
- construction of erosion control and restoration measures and re-vegetation of disturbed areas;
- project inspection;
- final planning activities for acquisition of interests in land; and
- project evaluation and documentation.