

ORIGINAL

Nichols Consulting Engineers, Chtd.

Environmental Review Services

AGREEMENT FOR SERVICES #166-S1411

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Nichols Consulting Engineers, Chtd., a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 1885 South Arlington Avenue, Suite 111, Reno, Nevada 89509, and whose local office address is 8975 Folsom Boulevard, Suite 250, Sacramento, California 95826 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to assist its Community Development Agency, Transportation Division (Transportation Division), with environmental services in the Tahoe Basin in conjunction with the Environmental Improvement Program (EIP);

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

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

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

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, subconsultants, materials, equipment and services necessary to perform environmental and other project delivery support services generally including, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. Exhibit A provides for a Base Scope of Work, identified as Items of Work 1 through 6. Deliverables for the specific items of work to be provided under the Base Scope of Work shall be as specified therein, shall be prepared using the software described in this Article and shall be submitted in accordance with the timeframes specified in Exhibit A, hereto. Modifications to the deliverables required, to the completion times specified in Exhibit A, hereto, or to the software requirements may only be made in accordance with the prior

written approval of County's Contract Administrator as specified in the individual Work Orders issued pursuant to this Agreement.

County's Contract Administrator will issue written Work Orders to Consultant specifying the items of work to be assigned to Consultant under the Base Scope of Work (Items of Work 1 through 6). Each written Work Order shall include the Project name and number; a description of the work to be performed; the required deliverables, including reports or other documents to be supplied in connection with the work assignment; the timeframes for performing the work and for submitting the deliverables, mileage, if applicable, and a not-to-exceed cost to complete the work. Work Orders may be issued for some or all of the items of work identified in Exhibit A, hereto, and may include entire items of work or only portions of some items of work. Each Work Order issued for Base Scope items of work will also describe any exceptions to the personnel or other modifications to the items of work or deliverables identified in Exhibit A, hereto. Consultant shall not commence work until receiving the written Work Order for each item of work assigned. No payment will be made for any work performed prior to the date specified in the written Work Order.

In addition to the specific services identified in Exhibit A, hereto, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by County's Contract Administrator. Such Optional Tasks may supplement, expand or modify the Base Scope of Work, or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator.

Before proceeding with any work concerning Optional Tasks under this Agreement, the parties will identify the specific services to be provided for each such assignment in individual Work Orders to be issued in accordance with this Agreement.

The specific services for each assignment for Optional Tasks shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, if applicable, task related mileage and budget, if applicable, and any necessary permits on a task-by-task basis. Following the meeting, Consultant shall provide County's Contract Administrator with a written scope of work for the Optional Task assignment, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

County shall review Consultant's progress at key points as specified in each Work Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Work Order, as applicable. Milestones may only be changed by written agreement between County's Contract Administrator and Consultant's Project Manager.

If a submittal or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft Office (MS) 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used

for submittal of plans or other similar documents as specified by County's Contract Administrator. All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. 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.

Funding from various local, state and federal sources may be utilized to fund certain assignments to be performed under this Agreement and, as a consequence, the requirements (other than those incorporated herein below) of the funding agencies related to those grants will be incorporated into the provisions of the specific Work Orders issued for those assignments.

No payment will be made for any work performed prior to approval and full execution of the Work Order and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Work Orders and Work Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Work Orders and Work Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XVI, Notice to Parties, of this Agreement.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in each Work Order. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XV, Default, Termination, and Cancellation, herein.

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

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter or upon completion of issued Work Orders, whichever is later.

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in individual Work Orders issued pursuant to this Agreement, and including the progress reports required by ARTICLE IV, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Fee Schedule," incorporated herein and made by reference a part hereof. The hourly rates listed on the Fee Schedule shall not be adjusted for the performance period set forth in this Agreement.

Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. References to the DPA rates and Consultant's responsibilities for cost differences and any overpayments are more fully described in ARTICLE XXVII, Cost Principles, herein. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in the budget of an approved and fully executed Work Order issued pursuant to this Agreement.

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

The total amount of this Agreement, inclusive of all costs, Work Orders, and inclusive of all work of subconsultants and expenses shall not exceed \$150,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied Work Order number, the Work Breakdown Structure (WBS) Code number, the Activity Identification codes (Activity IDs) applicable for each item of work and shall include the beginning and ending dates of the overall period of service for the invoice on their faces. Consultant shall bill County for only one (1) Work Order per invoice. A sample invoice is attached hereto as Exhibit C, marked "Sample Invoice," incorporated herein and made by reference a part hereof. Consultant shall follow the invoice format of Exhibit C, unless otherwise directed by County's Contract Administrator.

Consultant shall attach copies of any progress reports required under the provisions of ARTICLE IV, Progress Reports, that relate to the services being billed to every invoice submitted for payment under the terms of this Agreement. Consultant shall attach a copy of a Work Order invoice tracking spreadsheet that relates to the services being billed to every invoice submitted for payment under the terms of this Agreement. A sample invoice tracking spreadsheet is attached hereto as Exhibit D, marked "Sample Tracking Report," incorporated herein and made by reference a part hereof. An electronic version of the Sample Tracking Report will be provided by County's Contract Administrator's designee via email. 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
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Bard R. Lower, Transportation Division Director

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 monthly 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 XV, Default, Termination, and Cancellation, herein.

ARTICLE IV

Progress Reports: Upon issuance of a Work Order, Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Separate detail shall be provided for each ongoing Work Order. 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 V

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing by the State of California to perform the services contemplated under this Agreement, and that Consultant and all subconsultants shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

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 provided in accordance with individual Work Orders issued 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 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

Consultant's Project Manager: Consultant designates Jason Drew, Sr. Scientist, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

Confidentiality: Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Transportation Division for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement. In accordance with the provisions of the Freedom of Information Act (FOIA) and County's grant funding requirements, nothing in this Article shall be construed to limit public access to grant or agreement records, except when such records would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

As a requirement of County's use of United States Department of Agriculture/United States Forest Service (USFS) grant funds, Consultant shall ensure public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

ARTICLE XI

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. Notwithstanding this Article, County may, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Exhibit A, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued 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 in individual Work Orders issued 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.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XII

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

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

ARTICLE XIII

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, state and federal funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state and federal prevailing wage rates, statues, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Transportation Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. Consultant shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

As required under the provisions of Labor Code Section 1776, Consultant shall keep accurate payroll records.

ARTICLE XIV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment,

or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

ARTICLE XV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of this

Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- E. Consultant shall comply with the requirements of this Article, regarding administrative, contractual, or legal remedies in instances of default, termination or cancellation and with other terms and conditions of County's grant funding agreements that provide for such sanctions and penalties as may be appropriate in instances where contract terms are violated or breached.
- F. Completion of Work: In the event of termination of the Agreement, County reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE XVI

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
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667

With a Copy to:

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

Attn.: Bard R. Lower
Transportation Division Director

Attn.: Sherrie Busby
Administrative Services Officer
Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Nichols Consulting Engineers, Chtd.
1885 South Arlington Avenue, Suite 111
Reno, Nevada 89509

Attn.: Claude Corvino, President

or to such other location as Consultant directs.

ARTICLE XVII

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 XVI, 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 XVIII

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless County, and the Tahoe Regional Planning Agency (TRPA) and their 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, or TRPA employees and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XIX

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.
- 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 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 shall immediately provide a new certificate of insurance as evidence of the 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 this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured (on an additional insured endorsement), but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers 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.

In addition, 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 XX

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

ARTICLE XXI

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

Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XXII

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

ARTICLE XXIII

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 Data Record Form with County.

ARTICLE XXIV

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

ARTICLE XXV

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 XXVI

Compliance with Federal, State and Local Agency Requirements: County is relying on federal assistance or grants, state funds and on local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of County's use of federal, state and local agency grant funds, County is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. Consultant shall comply with all applicable provisions of federal, state and local agency regulations, including those required by the USFS, including grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (CFR), are incorporated by reference and made a part of this Agreement:

2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"

Circular A-102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments"

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

Copies of the OMB Circulars are available on the Internet at:
<http://www.whitehouse.gov/omb/circulars/index.html>.

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

ARTICLE XXVII

Cost Principles: The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. are the governing factors regarding allowable elements of cost for all services to be performed under this Agreement.

- A. As a requirement of the use of USFS grant funds, Consultant shall comply with all applicable provisions of County's grant funding agreements and related documents with USFS, including the applicable requirements of 7 CFR 3015, 7 CFR 3016, 7 CFR 3018, 7 CFR 3052, and the cost principles of 2 CFR 225 or 48 CFR 31.2, as applicable. Consultant shall include those provisions, if applicable, in any of its agreements for goods or services that affect or are related to the services performed herein and shall ensure that any clauses required by federal or state statutes and executive orders and their implementing regulations are also incorporated.
- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq., 49 CFR, Part 18, or 7 CFR 3016 are subject to repayment by Consultant to County.
- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as Project costs only after those costs are incurred and paid for by Consultant.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) and mileage expenses, if applicable, for Consultant's staff or for subconsultants claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand. For the purposes of this Agreement, only mileage expenses for consultant and subconsultants, if any, shall be eligible for reimbursement in accordance with ARTICLE III, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for Consultant or subconsultants shall be allowed.
- E. Consultant and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of Consultant and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE XXVIII

Audit and Inspection of Records: Consultant shall maintain and make available as applicable to USFS, the State of California, the California State Auditor, and County or to any duly authorized representative of the United States Department of Transportation, Comptroller General of the United States, or County all books, documents, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement. Consultant shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with the provisions of ARTICLE XXVI, Compliance with Federal, State and Local Agency Requirements, and ARTICLE XXVII, Cost Principles, above. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Consultant's principal place of business in California, for audit during normal business hours at such place of business. Consultant shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Agreement shall also extend to all subconsultants authorized under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement and shall require its subconsultants to agree to cooperate with the listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

ARTICLE XXIX

Record Retention: All of Consultant's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement shall be retained for access, inspection and/or audit, as applicable, by the United States Department of Transportation, USFS, Comptroller General of the United States, the State of California, the California State Auditor and County or their duly authorized representatives for at least four (4) years after County's final payment to Consultant and all other pending matters are closed. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement.

If any audit, litigation, or other action involving the records is started before the end of the four (4) year period, the records must be retained until all issues arising out of the action are resolved or until the end of the four (4) year period, whichever is later. Where applicable, Consultant shall include this record retention provision in any of its own agreements that affect or are related to the services performed herein and shall require that access to the records shall be provided to County as well as to Consultant and to agencies of the federal and state governments.

Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XXX

Patent Rights: Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions are hereby included in this Agreement as applicable.

Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XXXI

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

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

For USFS grant funding, this section applies to the copyright in any original work of authorship prepared with grant support. Additionally, if ownership of a copyright or of any of the exclusive rights comprising a copyright is purchased with grant support, this section applies to the purchased copyright or rights. County and the granting agencies reserve a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for government purposes and to authorize others to do so. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. Consultant shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of County or the granting agencies.

Consultant shall incorporate this provision in its federally funded subcontracts, if any, in excess of \$25,000.

ARTICLE XXXII

Nondiscrimination:

- A. In connection with its performance under this Agreement, 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, its employees, subconsultants and representatives shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, age, sex, or denial of family care leave. Consultant and subconsultants, if any are authorized herein, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants if any are authorized herein, shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12990 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 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 Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant, its employees, subconsultants and representatives shall give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- B. Where applicable, Consultant shall include the 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 and the laws of the State of California, including, but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.
- D. As a requirement of the use of USFS grant funds, Consultant shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (b) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (c) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (d) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (e) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; and (f) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (g) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- E. For the purposes of this Agreement, and pursuant to the provisions of County's USFS Grant, except as otherwise prohibited by law, the following statement shall be included in full, in any printed material, audiovisual material, or electronic media developed as a result of this Agreement:

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC.20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.”

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

“This institution is an equal opportunity provider.”

ARTICLE XXXIII

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

ARTICLE XXXIV

Debarment and Suspension Certification:

- A. Consultant’s signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with the requirements of Title 2, Code of Federal Regulations, Part 1200, and Title 2 Code of Federal Regulations 417, Nonprocurement Debarment and Suspension, which requires that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.
- C. Consultant agrees to include this Article without modification in all subcontracts.

ARTICLE XXXV

Prohibition of Expending County, State or Federal Funds for Lobbying:

- A. Consultant, by its signature herein, certifies to the best of its knowledge and belief that:
 - 1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature

or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit "Standard Form-LLL, Disclosure of Lobbying Activities," in accordance with its instructions, which form and instructions are attached hereto as Exhibit E and are incorporated herein and made by reference a part hereof.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Consultant also agrees by signing this document that it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XXXVI

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

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

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

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

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

ARTICLE XXXVII

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

For USFS grant funding, Consultant shall further comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205). Consultant shall also comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

ARTICLE XXXVIII

Eligible Workers: As a requirement of County's use of USFS grant funds, Consultant shall ensure that all employees complete an I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Consultant shall comply with regulations regarding certification and retention of completed forms. Subconsultants, if any are authorized herein, shall also comply with these requirements.

ARTICLE XXXIX

Equal Employment Opportunity Certification: As a requirement of County's use of federal grant funds, Contracts in excess of \$10,000 require compliance with Executive Order 11246, concerning equal employment opportunity as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Consultant shall complete and submit the Equal Employment Opportunity Certification attached as Exhibit F.

ARTICLE XL

USFS Acknowledged in Publications, Audiovisuals, and Electronic Media: Consultant shall have an acknowledgment of the USFS support placed on any publications written or published with grant support and on any publication reporting the result of, or describing grant-supported activity.

Consultant shall have an acknowledgment of USFS support placed on any audiovisual which is produced with grant support and which has a direct production cost to the Consultant of over \$5,000.

ARTICLE XLI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Bard R. Lower, Transportation Division Director, Community Development Agency, or successor.

ARTICLE XLII

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 XLIII

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

ARTICLE XLIV

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 XLV

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 XLVI

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

Requesting Division and Contract Administrator Concurrence:

By: Bard R. Lower Dated: 9/25/13
Bard R. Lower
Transportation Division Director
Community Development Agency

Requesting Department Concurrence:

By: Kimberly A. Kerr Dated: 9/25/13
Kimberly A. Kerr, Acting Director
Community Development Agency

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

-- COUNTY OF EL DORADO --

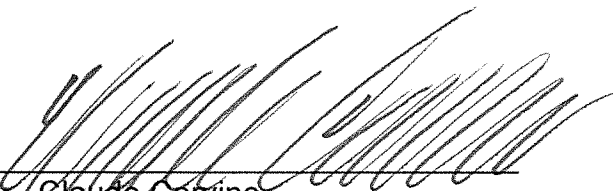
By: _____ Dated: _____

Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

-- NICHOLS CONSULTING ENGINEERS, CHTD. --

By:  _____ Dated: 9-13-13
Claude Corvino
President
"Consultant"

By:  _____ Dated: 9/9/13
Debra Smith
Chief Financial Officer

Nichols Consulting Engineers, Chtd.

Exhibit A

Scope of Work

DELIVERABLES:

Unless otherwise indicated below, Consultant shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email to County's Contract Administrator. All deliverables, whether hard copy or electronic versions, shall be prepared and submitted in accordance with the computer and software requirements of ARTICLE I, Scope of Services, and this Exhibit A, of this Agreement. The Contract Administrator's current address is 2850 Fairlane Court, Placerville, CA 95667, and the email address is bard.lower@edcgov.us. Changes to the Contract Administrator's physical or email address will be communicated to Consultant in accordance with the provisions of ARTICLE XVI, Notice to Parties, of this Agreement.

For the purposes of this Agreement, references to AutoCAD files shall mean AutoCAD 2010 format (.dwg). Consultant shall ensure that the file format conforms to the following coordinate system: USA, California NAD 83, California State Planes, Zone II, US Foot. Exported .dwg and data files from Micro Station are not acceptable. All electronic GIS files shall be submitted as shapefiles in ArcView GIS file format and shall include the corresponding Metadata.

GENERAL PROVISIONS:

The work under this Scope of Work will be performed by Consultant with the assistance of Zeier & Associates, LLC as an authorized subconsultant for Items of Work 4 and 6.

County will provide Consultant with the available County collected survey data and topographic maps upon request by Consultant.

Scope of Work – Administrative Draft Environmental Documents

1) Draft and Final Waters of the U.S. Delineation Surveys – Section 404 (ADED01):

Consultant shall attend one (1) field meeting with County's Contract Administrator and United States Army Corps of Engineers (USACOE) staff, if available, and shall conduct all necessary work to prepare a Draft and Final Clean Water Act Section 404 Permit application package including Waters of the U.S. delineation under the USACOE 16 Minimum Requirements (outlined below) for review and comment by County's Contract Administrator. The field meeting

shall be held before any field work is done. Consultant shall take meeting notes to summarize the outcome of the field meeting, which shall be provided in Microsoft Word format. County, Consultant, and USACOE staff shall discuss criteria to identify potential jurisdictional Waters of the United States, procedures, and expectations for submittals for the Clean Water Act Section 404 Permit application and a delineation report for the Projects. County's Contract Administrator or designee will contact Consultant via phone and/or email with the date, time and location of the meeting.

Consultant shall perform the minimum work required to delineate Waters of the U.S., including wetlands, as directed by the 1987 USACOE Wetlands Delineation Manual and by the USACOE representative during the field meeting. As part of the delineation, Consultant shall map soil pit locations and jurisdictional Waters of the U.S. including wetlands in both AutoCAD and GIS – Arcmap file format to be provided to County's Contract Administrator. For each delineation of jurisdictional Waters of the U.S., Consultant shall follow USACOE protocol by establishing a significant nexus between the jurisdictional Waters of the U.S. and the associated tributary.

Consultant shall prepare and submit the following documents to County's Contract Administrator and the USACOE as part of the Draft and Final Clean Water Act Section 404 Permit application packages:

1. General Permit No. 16 – Minimal Impact Activities in the Lake Tahoe Basin;
2. Minimal Standards for Acceptance of Preliminary Wetlands Delineations;
3. Approved Jurisdictional (JD) Form from Rapanos vs. United States court case;
4. USACOE 4345 Pre-Construction Notification form; and,
5. Wetlands Delineation Report.

To fulfill the USACOE 16 Minimum Requirements, the Draft and Final Waters of the U.S. delineation reports shall include the following:

1. A statement that the delineation has been conducted in accordance with the 1987 "United States Army Corps of Engineers Wetlands Delineation Manual."
2. A narrative describing the Waters of the U.S. including wetlands.
3. Justification for the wetlands boundaries.
4. Total acreage of the Project sites.
5. Existing field conditions such as season and flood/drought conditions.
6. A discussion of the hydrology source (subsurface or surface, including potential irrigation influence) and drainage gradients.
7. A site location map, outlined on a 7.5-minute United States Geological Survey (USGS) quadrangle, along with any other pertinent map of the site. The map must provide the name of the USGS quadrangle, Section, Township, Range, and Universal Transverse Mercator System (UTM) or latitude and longitude.
8. Directions to the site.
9. Contact information for the applicant(s) and property owner(s).

10. A discussion of plant communities and habitat types present on the site and a list of the scientific name(s), common name(s), and indicator status of all plants.
11. Soil descriptions, soil map(s) and a list of the hydric soils or soils with hydric inclusions on the site.
12. Any observed and/or documented examples of an interstate or foreign commerce connection.
13. A delineation map at an appropriate scale (for most projects, a scale of one inch to 100 or 200 feet).
14. Data sheets completely and appropriately filled out.
15. At least one (1) set of paired data points documented for each feature or complex. Additional data forms may be necessary.
16. Additional information.

Consultant shall incorporate comments and revise the Draft Clean Water Act Section 404 Permit application package including the Waters of the U.S. delineation report based on County's Contract Administrator's and USACOE's comments and shall re-submit the Final Clean Water Act Section 404 Permit application package including the Waters of the U.S. delineation report to County's Contract Administrator and USACOE.

Contractual Statements:

- The Projects covered under this Agreement qualify for a Clean Water Act Section 404 Permit under the Minimum Requirements;
- The impacts associated with the proposed fill will not exceed .33 acres or 300 linear feet of streambed;
- No Section 7 consultation is required with the United States Fish and Wildlife Service (USFWS).

Deliverables: Consultant shall submit one (1) electronic copy and one (1) hard copy of the meeting notes within one (1) week following the field meeting. Consultant shall prepare and submit three (3) hard copies and one (1) CD with all electronic files of the Draft Clean Water Act Section 404 Permit application package including the wetlands delineation to County's Contract Administrator and to USACOE by the date set forth in the Work Order. Consultant shall prepare and submit three (3) hard copies and one (1) CD with all electronic files of the Final Clean Water Act Section 404 Permit application package including the wetlands delineation to County's Contract Administrator and to USACOE by the date set forth in the Work Order.

2) Final Biological Surveys - Botanical Component with Final Vegetation Base Map (FVBM) (ADED02)

Consultant shall provide a qualified Botanist to conduct special surveys within the Project areas at the appropriate floristic time, as determined by Consultant's qualified Botanist and County's Contract Administrator, to detect noxious weeds and special status/interest/concern plant species, as defined by TRPA, State of California Resource Agency, and the USFS - Lake Tahoe Basin Management Unit (LTBMU), that may be present in the Project areas. Consultant's qualified Botanist shall conduct the surveys on foot by meandering transects, examining all habitat types and vegetation levels present within the Project areas. The botanical surveys shall focus on the Project areas identified in the individual Project Work Orders.

Consultant shall characterize vegetation communities and shall determine the potential for both direct and indirect effects on botanical resources. In addition, Consultant's qualified Botanist shall utilize existing literature and knowledge of the physical setting and Project vicinity to determine if there is the potential for any special status/interest/concern plant species to exist even when not encountered during the foot surveys. Consultant shall ensure that all survey data is mapped and delineated within the FVBM in Geographic Information Systems (GIS) - Arcmap file format.

Prior to conducting the surveys, Consultant's qualified Botanist shall contact the appropriate resource managers with TRPA, the State of California Natural Resources Agency and the USFS - LTBMU to ensure that Consultant is utilizing the most up-to-date special status/interest/concern resource list and survey protocols for the surveys. County will provide Consultant with the preliminary biological survey data and maps with the Work Order. Late season surveys may be required for some vegetation species. Consultant shall notify County's Contract Administrator in writing or via email at the time of submittal of the FVBM if late season surveys are required and shall complete the necessary surveys during the appropriate floristic time and amend the FVBM as appropriate.

Deliverables: Consultant shall submit three (3) color hard copies (8.5" x 11" sheets) of the FVBM and one (1) CD of the electronic map in GIS – Arcmap file format and AutoCAD files by the date set forth in the Work Order. If late season surveys are required, Consultant shall submit three (3) color hard copies (8.5" x 11" sheets) of the amended FVBM and one (1) CD of the electronic map in GIS – Arcmap file format and AutoCAD files by the date set forth in the Work Order.

3) Final Biological Surveys - Wildlife Component with Final Wildlife Base Map (FWBM) (ADED03)

Consultant shall conduct special wildlife surveys with respect to species of special status/interest/concern as defined by TRPA, LTBMU, and the USFWS in regard to mammals, birds, amphibian, and reptilian species in the appropriate habitats within the Project areas. The special wildlife surveys shall focus on the Project areas identified in the Work Order.

Consultant shall provide a qualified Biologist to conduct the special surveys at the appropriate seasonal times as defined within current protocols from TRPA, LTBMU, and USFWS. Consultant shall ensure that the information collected from the surveys is mapped and delineated within the FWBM in GIS - Arcmap file format.

Prior to conducting the surveys, Consultant's qualified Biologist shall contact the appropriate resource managers with TRPA, USFS – LTBMU and USFWS to ensure that Consultant is utilizing the most up-to-date special status/interest/concern resource list and survey protocols for the surveys. County will provide Consultant with the preliminary biological survey data and maps with the Work Order. Late season surveys may be required for some wildlife species. Consultant shall notify County's Contract Administrator in writing or via email at the time of submittal of the FWBM if late season surveys are required and shall complete the necessary surveys during the appropriate seasonal time and amend the FWBM as appropriate.

Deliverables: Consultant shall submit three (3) color hard copies (8.5" x 11" sheets) of the FWBM and one (1) CD of the electronic map in GIS - Arcmap file format and AutoCAD files by the date set forth in the Work Order. If late season surveys are required, Consultant shall submit three (3) color hard copies (8.5" x 11" sheets) of the amended FWBM and one (1) CD of the electronic map in GIS – Arcmap file format and AutoCAD files by the date set forth in the Work Order.

4) Final Cultural/Heritage Resource Surveys with Final Cultural Base Map (ADED04)

Consultant shall provide a qualified Archaeologist to supervise a pedestrian field survey to determine the existence and extent of cultural/heritage resources within the Project areas and provide a clear overview of the topography, existing facilities, and the overall conditions.

Consultant shall ensure that the survey coverage of the Project areas include all visible ground surfaces and survey transects and does not exceed fifteen (15) meter increments. The cultural/heritage surveys shall focus on the Project areas identified in the Work Order.

Specific activities of the field survey shall include:

- Document and assess previously recorded archaeological sites and historic structures within the Project areas.
- Identify and map using GIS, Global Positioning System (GPS), and other tools, as appropriate, any previously recorded and newly discovered sites, and describe any newly discovered archaeological sites and/or historic structures within the Project areas.
- Identify those areas within the Project areas that would have a higher probability for encountering cultural resources should the Projects call for activities in these areas.

Deliverables: Consultant shall submit three (3) hard copies (8.5" x 11" sheets) of the FCBM and one (1) CD of the electronic map in GIS - Arcmap file format and AutoCAD files by the date set forth in the Work Order.

5) Develop Administrative Draft and Draft Biological Assessment/Biological Evaluation (BA/BE) and Noxious Weed Risk Assessment (NWRA) (ADED05)

Consultant shall prepare the biological input for the BA/BE to be reviewed by County's Contract Administrator. Consultant shall include in the Administrative Draft BA/BE and NWRA a description of existing conditions of botanical and wildlife resources in the proposed Project areas, FVBM and FWBM, as well as a description of the potential Project effects and proposed avoidance, protection, and mitigation measures. The potential effects will be determined from each Project's preferred alternative drawing and report which will be developed by County by following the Lake Tahoe Basin Storm Water Quality Improvement Committee (SWQIC) process. Consultant shall address, respond to and incorporate all County's Contract Administrator's comments on the Administrative Draft BA/BE and NWRA and shall prepare and submit a Draft BA/BE and NWRA.

Deliverables: Consultant shall submit three (3) hard copies and one (1) CD or DVD with all electronic files of the Administrative Draft BA/BE and NWRA for review and comment by County's Contract Administrator by the date set forth in the Work Order. Consultant shall submit three (3) hard copies and one (1) CD or DVD with all electronic files of the Draft BA/BE and NWRA by the date set forth in the Work Order.

6) Develop Administrative Draft and Draft Section 106 National Heritage Report (ADED06)

Consultant shall prepare documentation to comply with Section 106 of the National Historic Preservation Act for the Project. Consultant shall include in the Section 106 National Heritage Report a description of existing conditions of cultural/heritage resources in the proposed Project areas with GIS maps (base maps will be provided by County to Consultant with the Work Order), as well as a description of the potential Project effects and proposed avoidance, protection, and mitigation measures for the proposed Project. Consultant shall provide the Administrative Draft Section 106 National Heritage Report submittal documents to County's Contract Administrator for review and comment. Consultant shall respond to and integrate County's Contract Administrator's comments and shall prepare a Draft Section 106 National Heritage Report.

Deliverables: Consultant shall submit three (3) hard copies and one (1) CD or DVD with all electronic files of the Administrative Draft Section 106 National Heritage Report for review and comment by County's Contract Administrator by the date set forth in the Work Order. Consultant shall submit three (3) hard copies and one (1) CD or DVD with all electronic files of the Draft Section 106 National Heritage Report by the date set forth in the Work Order.

Nichols Consulting Engineers, Chtd.



Exhibit B

Fee Schedule

PROFESSIONAL SERVICES

Principal.....	\$210/hour
Associate.....	\$165/hour
Senior	\$145/hour
Project	\$120/hour
Staff	\$105/hour

TECHNICAL SERVICES

Senior Designer.....	\$115/hour
Senior Technician/Construction Inspector*.....	\$100/hour
CAD Technician	\$90/hour
Senior Field Scientist.....	\$105/hour
Field Scientist.....	\$85/hour
Project Administrator	\$90/hour
Field/Engineering Technician.....	\$75/hour
Technical Word Processing	\$65/hour
Clerical	\$65/hour

CONTRACT LABOR

From time to time, Nichols Consulting Engineers, Chtd. retains outside professional and technical labor, other than subconsultants, on a temporary basis to meet peak workload demands. Such contract labor will be charged at the rates shown above.

LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

EQUIPMENT (Direct Costs)

Plotter Usage.....	(separate fee schedule available upon request)
Truck.....	\$80/day

Vehicle Mileage: Reimbursement for mileage expenses, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement.

Falling Weight Deflectometer Testing	\$3,000/day
Asphalt Coring	\$4,500/day
Environmental Equipment.....	(separate fee schedule available upon request)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by Nichols Consulting Engineers, Chtd. and all other costs such as special printing, photographic work, authorized subconsultants (other than contract labor), etc. cost+15%

COMMUNICATION/ REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying project labor charges x 5%

*Rate will be adjusted for prevailing wages required on Public Works projects in the State of California.

Exhibit C

Sample Invoice

Nichols Consulting Engineers, Chtd.
1885 South Arlington Avenue, Suite 111
Reno, NV 89509
Phone, Fax, Email Address

County of El Dorado
 Community Development Agency
 Transportation Division
 2850 Fairlane Court
 Placerville, CA 95667
 Attn.: Bard R. Lower
 Transportation Division Director

Invoice Number	XXXXXX
Invoice Date	Month, Day, Year
Project Number	XXXXXX
Agreement Number	XXXXXX

Work Beginning MM/DD/YYYY through MM/DD/YYYY	Name of Consultant's Project Manager
Project Name	
Agreement for Services # AGMT 13-53642	
Work Order 166-S1411-XX	

Professional Fees:		Week Ending	Units	Rate	Amount
Activity Code and Task Name (refer to Items of Work)					
1. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
2. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
3. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
4. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
Subtotal			# Hours		\$X,XXX.XX
Activity Code and Task Name (refer to Items of Work)					
5. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
6. Employee Name	Employee Title	MM/DD/YY	# Hours	XXX.XX	\$X,XXX.XX
Subtotal			# Hours		\$X,XXX.XX
Professional Fees Subtotal			# Hours	XXX.XX	\$X,XXX.XX

Direct Expenses (refer to Agmt/Task Order for allowable charges & rates):				
Note: Attach copies of mileage log, copy log, etc. to support charges				
Mileage	XX	Miles	.XX/mile	\$XXX.XX
Reproduction/Copies	# copies	# copies	.XX/copy	\$XXX.XX
Etc.				
Direct Expenses Subtotal				\$X,XXX.XX

Subconsultant Fees (if applicable):	Name of Subconsultant
Activity Code and Task Name per Work Order	\$X,XXX.XX
Subconsultant Subtotal	\$X,XXX.XX

Total Amount Due This Invoice	\$X,XXX.XX
--------------------------------------	-------------------

Nichols Consulting Engineers, Chtd.

Exhibit D

Company Name
Work Order #

SAMPLE TRACKING REPORT
Title of Work Order (found on front page of document)

Invoice Date:

Consultant

Subconsultant (if applicable)

Items of Work	Activity Code	Budget	Invoiced To Date	Available	Current Invoice	Available Balance**	Actual Progress % *	Subconsultant (if applicable)			Invoiced To Date	Available	Sub Current Invoice	Available Balance**	Actual Progress % *	Task Order % of Budget
								Sub #1 Budget	Sub #2 Budget	Sub #3 Budget						
Letter and name of item as shown in Work Order				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
				\$0.00		\$0.00						\$0.00		\$0.00		#DIV/0!
Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.0%	#DIV/0!

\$0.00 Budget
\$0.00 Actual
\$0.00 Balance

Staff Budget (hours)

Items of Work	Activity Code	Classification		Classification		Classification		Classification		Classification		Classification		Total Hours by Task		Task Order % of Budget	
		Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals	Budget	Actuals		
Letter and name of item as shown in Work Order															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
															0	0	#DIV/0!
Totals		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!

Rates/hr \$XXX.XX \$XXX.XX \$XXX.XX \$XXX.XX \$XXX.XX \$XXX.XX

0.0 Budget
0.0 Actual
0.0 Balance #DIV/0!

* This is the % of the work actually completed on this item of work; it is NOT the % of the budget expended to date
** Do NOT submit an invoice if the "Available" column is 0 or if the "Available Balance" column becomes negative with the current invoice.

Prepared By: _____ (Signature of Project Manager)

Printed Name of Project Manager: _____

13-0990 B 33 of 36

Nichols Consulting Engineers, Chtd.

Exhibit E

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:
 a. contract
 b. grant
 c. cooperative agreement
 d. loan
 e. loan guarantee
 f. loan insurance

2. Status of Federal Action:
 a. bid/offer/application
 b. initial award
 c. post-award

3. Report Type:
 a. initial
 b. material change
For Material Change Only:
 year _____ quarter _____
 date of last report _____

4. Name and Address of Reporting Entity
 Prime Subawardee
 Tier _____, if known
 Congressional District, if known _____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
 Congressional District, if known _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description:
 CFDA Number, if applicable _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

 (attach Continuation Sheet(s) if necessary)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

11. Amount of Payment (check all that apply)
 \$ _____ actual planned

12. Form of Payment (check all that apply):
 a. cash
 b. in-kind; specify: nature _____
 Value _____

13. Type of Payment (check all that apply)
 a. retainer
 b. one-time fee
 c. commission
 d. contingent fee
 e. deferred
 f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

 (attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes No

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____
 Print Name: _____
 Title: _____
 Telephone No.: _____ Date: _____

Authorized for Local Reproduction
 Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Nichols Consulting Engineers, Chtd.

Exhibit E

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

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

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

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

Nichols Consulting Engineers, Chtd.

Exhibit F

(THE PROPOSER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS TASK ORDER)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

	<u>Has</u>	<u>Has Not</u>
The Proposer <u>Nichols Consulting Engineers, CHTD</u>	<u>(implementing</u>	<u>2013)</u>
Proposed Subconsultant(s) <u>Zeier & Associates, LLC</u>	_____	<u>X</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

hereby certifies the above information regarding participation in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, 11246, and 11375, and as supplemented by 41 CFR 60, and that, where required he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Proposers and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.