

**STANDARD AGREEMENT**

APPROVED BY THE ATTORNEY GENERAL

CONTRACT # <b>CTA 13 008</b>	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION # <b>94-6000511</b>	

STD. 2 (REV. 5-91)

THIS AGREEMENT, made and entered into 20th day of March, 2014, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting,

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

CONTRACTOR'S NAME <b>COUNTY OF EL DORADO</b>
---

, hereafter called the Contractor.

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

**1. Scope of Agreement**

A. Pursuant to Section 66907.7 et seq. of the Government Code and its resolution of March 20, 2014, the California Tahoe Conservancy (hereafter called the "Conservancy") hereby grants to the County of El Dorado (hereafter called the "Grantee") a sum not to exceed **Two Hundred Eleven Thousand Six Hundred and Thirteen Dollars (\$211,613)**, subject to the terms and conditions of this Agreement. These funds shall be used for the Lake Tahoe Boulevard Enhancement Project, also known as Lake Tahoe Boulevard Erosion Control and Stream Environment Zone Projects (hereinafter "the Project"), as further described in the Conservancy staff recommendation of the same dates as the above resolution and attached hereto as Exhibit A.

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

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

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY <b>California Tahoe Conservancy</b>	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <b>COUNTY OF EL DORADO</b>	ATTES: <b>James S. Mitrish</b> Clerk of the Board of Supervisors	
BY: <b>Patrick Wright</b> 6-17-14 Patrick Wright, Executive Director	BY: <b>Norma Santiago</b> 6-10-14 Chair, Board of Supervisors	By: <b>Kathryn Tyler</b> , Deputy Clerk 6-10-14	
1061 Third Street South Lake Tahoe, CA 96150	330 Fair Lane Placerville, CA 95667		

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
\$ 211,613	50-30-009	EIP	Prop 50	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE)			
\$ 0	PCA 60370			
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE	FISCAL YEAR
\$ 211,613	3125-301-6031	33	11	2011-12
OBJECT OF EXPENDITURE (CODE AND TITLE)				
666-751				

Department of General Services  
Use Only

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

X **Jim Miquel**

**6/16/14**

- CONTRACTOR     STATE AGENCY     DEPT. OF GEN. SER.     CONTROLLER

The Grantee hereby agrees to complete the Project(s) in accordance with:

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

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

## 2. Incorporation of Documents by Reference

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

- (A) Exhibit A, California Tahoe Conservancy Agenda Item 8b, March 20, 2014;
- (B) Exhibit B, Budget Details and Project Schedule;
- (C) Exhibit C, List of Assurances (For Site Improvement);
- (D) Exhibit D, Request for Disbursement Form;
- (E) Exhibit E, Mandatory Insurance Provisions;
- (F) Exhibit F, Drug-Free Workplace Certification, STD-21;
- (G) Exhibit G, Sign Guidelines Proposition 50;
- (H) Exhibit H, Eligible Project Costs for Planning and Site Improvement Grants; and
- (I) Upon approval by the Executive Director, the Final Project Plans and Specifications (as set forth below).

In the event of any inconsistency between or among the main body of this Agreement and the above documents, the inconsistency shall be resolved, except as otherwise provided herein, by giving precedence in the following order: (1) Conservancy Resolution No. 14-03-05 dated March 20, 2014; (2) the body of the Agreement; (3) the Final Project Plans and Specifications approved by the Executive Director; (4) the Budget Details and Project Schedule; (5) the Operation and Maintenance Guidelines; (6) Conservancy Staff Recommendation; (7) Grantee's List of Assurances; (8) the Eligible Project Costs for Planning and Site Improvement Grants; (9) the Mandatory Insurance Provisions; (10) the model Request for Disbursement Form; and (11) the Drug-free Workplace Certification.

## 3. California Conservation Corps

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



#### 4. Project Plans and Specifications

Within the time periods shown in the Project Schedule(s) in **Exhibit B**, the Grantee agrees to consult with Conservancy and other appropriate agencies with respect to the design of each Project prior to preparation of preliminary plans and to submit a monitoring program, detailed preliminary plans, Final Project Plans and Specifications, and other specified work products to the Executive Director or his designee for his review and approval. Said approvals (a) shall be by way of a written determination that said items are consistent with this Agreement, and (b) shall be a precondition of Grantee's (i) advertising for construction bids; (ii) entering into agreements with the CCC; and/or (iii) undertaking construction where no contractors are to be hired.

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

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

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

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

The Grantee will be required to notify the Conservancy's Project Coordinator or their designee prior to authorization of any change to the approved plans and specifications or to the construction contract bid amount. The Grantee is required to obtain written approval from the Conservancy's Executive Director or their designee if:

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

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

#### 5. Other Contractors

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

#### 6. Signing

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

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



## 7. Conditions Precedent to Construction and/or Disbursement

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

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

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

## 8. Notifications

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

## 9. Final Report

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

- (A) A notice of completion or inspection report approved by the Grantee's Director of Transportation, or successor certifying completion of the Project according to the approved Final Plans;
- (B) "As built" drawings of any substantial improvements erected on the Project site(s); and
- (C) photographs (prints and slides) of the completed Project site(s), with labels or annotations showing dates of photographs and briefly describing the subject of each picture.

(D) monitoring data collected to date and an analysis of the significance of this data in regard to the effectiveness of the site improvements.

10. Annual Monitoring Reports

In addition to the monitoring report submitted with the final report, Grantee shall submit an annual monitoring report one year and two years after the completion of construction of each individual project. Annual reports shall present the data collected during the previous year and an analysis of the data's significance in regard to the effectiveness of the control measures in improving water quality. Variations in the data, if any, and possible reasons for the variations shall also be discussed. Annual reports shall also discuss the cumulative significance of all data collected since the initiation of the Project and shall include annotated photographs of the site taken during the previous year.

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

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

12. Costs and Disbursements

Subject to the paragraph entitled "Conditions Precedent to Construction and/or Disbursement" above, the Conservancy agrees to disburse to the Grantee, in accordance with the Project Budget approved by the Conservancy (or in accordance with **Exhibit A**, if an invoice is processed prior to the receipt and approval of the Project Budget), a total amount not to exceed **Two Hundred Eleven Thousand Six Hundred and Thirteen Dollars (\$211,613)**. To meet appropriation time limits, the final invoice must be submitted on or before **May 15, 2016**.

<u>Funding Increment</u>	<u>Final Invoice Date</u>	<u>Fund Reversion Date</u>
\$211,613	May 15, 2016	June 30, 2016

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



form of **Exhibit D**; and (2) final inspection of the Project site(s) and approval of the completed Project(s) by the Conservancy's designated representative(s).

Upon award of a grant, Grantee may request an advance of up to ninety percent (90%) of the amount set forth in the Project Budget for design and administration. To request an advance, the Grantee shall submit: (1) a letter stating the amount of the advance requested signed by the person authorized by the Grantee to request an advance, and (2) a copy of the approved budget for the Project.

After a design and administration advance:

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

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

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

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

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

- (A) satisfactory completion of a substantial portion of the work for which the initial advance was made;

(B) submittal of documentation (invoices, etc.) showing expenditure of a substantial portion of the initial advances; and

(C) documentation that fully explains why an additional advance is necessary (such as a projected deficit in Grantee funds and lack of other funding to cover the deficit).

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

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

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

- the invoice number (up to 14 characters) which contains a two-letter abbreviation of the project name, and the sequential number of the invoice (starting with 1) (e.g., LTB-1, for invoice #1 for the Lake Tahoe Boulevard Project). The Grantee may also include its own project number in the invoice number (LTB-1-XXXXX);
- Grantee's name and address;
- the number of this Agreement (e.g., CTA-13008);
- the date of the submittal;
- the amount of the invoice;
- contact person and phone number;
- an itemized description of all work done for which disbursement is requested; and
- the signature of an official authorized by the Grantee to sign such invoices certifying that the invoiced work has been completed.

Additionally, each form shall be accompanied by:

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

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



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

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

### 13. Term of Agreement; Completion Date; Project Schedule

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

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

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

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

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

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

Following notice of intent to terminate, the Conservancy and the Grantee shall enter into a written termination agreement establishing the effective date for termination of the Project, the basis for settlement of any outstanding obligations, and the amount and the date of payment of any sums due to either party.

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

#### 14. Operation and Maintenance

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

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

#### 15. Liability

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

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

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



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

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

#### 16. Insurance

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

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

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

#### 17. Audits/Accounting/Records

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

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



used for the purpose of the Project(s), as approved by the Conservancy. The Grantee shall promptly report to the Conservancy the application for or the receipt of any new funds from other funding sources.

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

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

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

#### 18. Nondiscrimination

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



19. Independent Status of Grantee

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

20. Assignability

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

21. Drug-Free Workplace

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

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

22. Time of the Essence

Time is of the essence of this Agreement.

23. Amendments

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

24. Project Coordinators

Mark Sedlock (or such other person(s) as the Executive Director may designate from time to time) is designated the Conservancy's Project Coordinator for this grant. The Grantee's Officer with responsibility for administering this Agreement is the Director of Transportation, their successor, or other designee.

25. Conservancy Approvals

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

26. Grantee Approvals

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

27. Resolution

The signature of the Executive Director or other designated official of the Conservancy on this Agreement certifies that at its March 20, 2014, meeting, the Conservancy approved a grant of **Two Hundred Eleven Thousand Six Hundred and Thirteen Dollars (\$211,613)** to the Grantee for the implementation of the Project(s) described in the attached Conservancy Staff Recommendation (**Exhibit A**).

28. Sections and Headings

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

29. Severability

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

30. Entire Agreement

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



## EXHIBIT A

California Tahoe Conservancy  
Agenda Item 8b  
March 20, 2014

### LAKE TAHOE BOULEVARD ENHANCEMENT PROJECT SITE IMPROVEMENT GRANT

**Summary:** Staff recommends authorization to grant up to \$211,613 to El Dorado County for construction of the Lake Tahoe Boulevard Enhancement Project.

**Location:** The Lake Tahoe Boulevard Enhancement Project is located in the southern portion of the Lake Tahoe Basin, extending approximately one to three miles west of the "Y" intersection of U.S. Highway 50 and State Route 89, along Lake Tahoe Boulevard and bordered by D Street/Viking Road to the northeast and Clear View Drive to the southwest (Attachment 1)

**Fiscal Summary:** Proposition 50 funds, up to \$211,613

**Recommended Action:** Adopt Resolution 14-03-05 (Attachment 2).

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### Background

The California Tahoe Conservancy (Conservancy) has awarded a total of \$355,000 in previous planning grants to El Dorado County (County) for the initial planning efforts for the Lake Tahoe Boulevard Enhancement Project (Project), which includes erosion control, Stream Environment Zone (SEZ) enhancement, and bike trail components. In addition, the Project received Tahoe Regional Planning Agency (TRPA) mitigation funds, totaling roughly \$146,000, and the U.S. Forest Service, Lake Tahoe Basin Management Unit provided \$250,000 in planning funding through the Southern Nevada Public Lands Management Act (SNPLMA).

Historically, staff brought the Soil Erosion Control Program grant awards to the Conservancy Board on a yearly basis. In July 2008, the Board authorized the release of the Soil Erosion Control Grants Program Announcement and Guidelines for the 2008-2009 round of grants. The Announcement and Guidelines requested applications from

the local jurisdictions for the highest priority erosion control projects listed in the Environmental Improvement Program (EIP). For numerous reasons, including the State bond freeze and the development of the Pollutant Load Reduction Model (PLRM), not all of the funding approved in the 2008-2009 round was awarded immediately. The funds for this recommendation remain from this 2008-2009 authorization.

This Project includes EIP project numbers 10036 and 10065, which improve naturally functioning SEZ and water quality. The Project is a high priority because of the direct connectivity of the project area to surface waters draining to Lake Tahoe and the large fine sediment load estimated to discharge from the project area.

### **Project Description**

The County requests a \$211,613 site improvement grant from the Conservancy to implement water quality and SEZ elements of the Project. The Project will assist in achieving water quality improvements necessary for meeting load reductions required by the Lake Tahoe Total Maximum Daily Load (TMDL). The County has begun their Final Design, which applies the Conservancy's Preferred Design Approach (PDA) to achieve the greatest benefit to improving water quality, is in progress. The bike trail component of the Project is being funded by other sources and is anticipated for construction in 2014.

The County designed the Project to treat direct discharges of stormwater runoff to surface waters by infiltrating and treating the stormwater runoff within the Right-of-Way (ROW) on existing roadways that currently discharges directly into Angora Creek. The Project's design incorporates infiltrating sediment traps to reduce the volume of stormwater runoff and reduce the volume of fine and coarse sediments entering the Lake and its tributaries. The Project will also stabilize eroding slopes and ditches within the ROW with revegetation and rock. In addition, the Project will reduce impervious coverage in an SEZ (Attachment 3).

### **Project Budget**

The Conservancy will fund this Project from available Proposition 50 funding sources. The State Treasurer's Office has approved Conservancy Erosion Control/Water Quality Projects as eligible for use of Proposition 50 bond funds.

To date, the Conservancy has funded \$233,000 for the planning efforts towards the Project's erosion control and SEZ enhancement components, as well as \$122,000 for the planning of the bike trail in the project area. The County requests \$211,613 for direct



water quality improvement installation expenses. The water quality improvements are anticipated to be constructed during fall 2015.

The total project construction cost is estimated as follows:

Activity	Amount
Administration	\$ 200,000
Construction	822,802
Plant Establishment	35,000
Monitoring	25,000
Contingency	110,000
<b>TOTAL</b>	<b>\$1,192,802</b>

The County is pursuing additional funding for the Project, with potential sources including the Regional Surface Transportation Program, the State's Congestion Mitigation and Air Quality Program, and the United States Forest Service Erosion Control Program. If adequate funding is not secured to construct the entire project, the County would use the recommended Conservancy funding to construct a portion of the Project, targeting discrete elements which result in substantial water quality benefits.

### Project Schedule

Main Milestone	Estimated Completion Date
Pre-Final Plans, Specifications and Reports	October 2014
Final Plans, Specifications and Reports	December 2014
Construction, Notice of Completion	October 2015
Record Drawings/Final Construction Report	January 2016
Post Construction Monitoring Report	December 2017

### Project Implementation

Standard agreements entered into by the Conservancy and individual grantees will govern implementation. As in recent agreements, new site improvement grants provide for an advance of up to 90% for administration and construction.

The Project's budget and schedule are preliminary and subject to change. However, such changes will not exceed the total amount awarded in each grant. Any remaining

funds for site improvement projects will be used, if necessary, to extend improvements to adjoining areas.

### **Project Evaluation**

The Project is consistent with the Conservancy's Erosion Control Program Guidelines and followed the PDA during planning. Further, modeling completed as part of the County's Pollutant Load Reduction Strategy (PLRS) has shown that the project area is a significant contributor of fine sediment particles and the County anticipates a large improvement in water quality following Project construction.

### **Consistency with the Conservancy's Enabling Legislation**

The recommended site improvement grant is consistent with the Conservancy's enabling legislation. Specifically, Government Code section 66907.7 authorize the Conservancy to award grants to local public agencies, State agencies, federal agencies, federally recognized Indian tribes, the Tahoe Transportation District, and nonprofit organizations for purposes consistent with its mission, which includes water quality and soil erosion control projects.

### **Compliance with the California Environmental Quality Act (CEQA)**

El Dorado County, acting as the lead agency, prepared an Initial Study (IS) and Mitigated Negative Declaration (MND) for this Project to comply with CEQA. The County adopted the MND on June 4, 2013, and a Notice of Determination (NOD) was filed with the State Clearinghouse on June 11, 2013.

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

As a responsible agency, the Conservancy must consider the MND prepared by the County and reach its own conclusions on whether and how to approve the Project. Staff has reviewed the MND and believes that the Project proposed was adequately analyzed. Staff has determined that the Project, as proposed, would not cause a significant effect on the environment. The mitigation measures for the Project can be found on pages 3-22 of the MND CEQA Checklist.

Staff recommends that the Board review and consider the MND prepared and adopted by El Dorado County as the lead agency, together with any comments received during



the public review process; certify that it has independently considered and reached its own conclusions regarding the potential environmental effects of the Project; make the findings as set forth in the attached resolution (Attachment 2); and authorize the site improvement grant. If the Board considers and concurs with the MND and authorizes the grant, staff will file an NOD with the State Clearinghouse pursuant to CEQA Guidelines (Cal. Code Regs., title 14, § 15000 et seq.), section 15096. Attachment 5 contains the Conservancy's proposed NOD.

**List of Attachments:**

Attachment 1 – Project Area Map

Attachment 2 – Resolution 14-03-05

Attachment 3 – Proposed Improvements

Attachment 4 – El Dorado County Initial Study and Mitigated Negative Declaration  
(on attached CD)

Attachment 5 - Conservancy Notice of Determination

**Conservancy Staff Contact:**

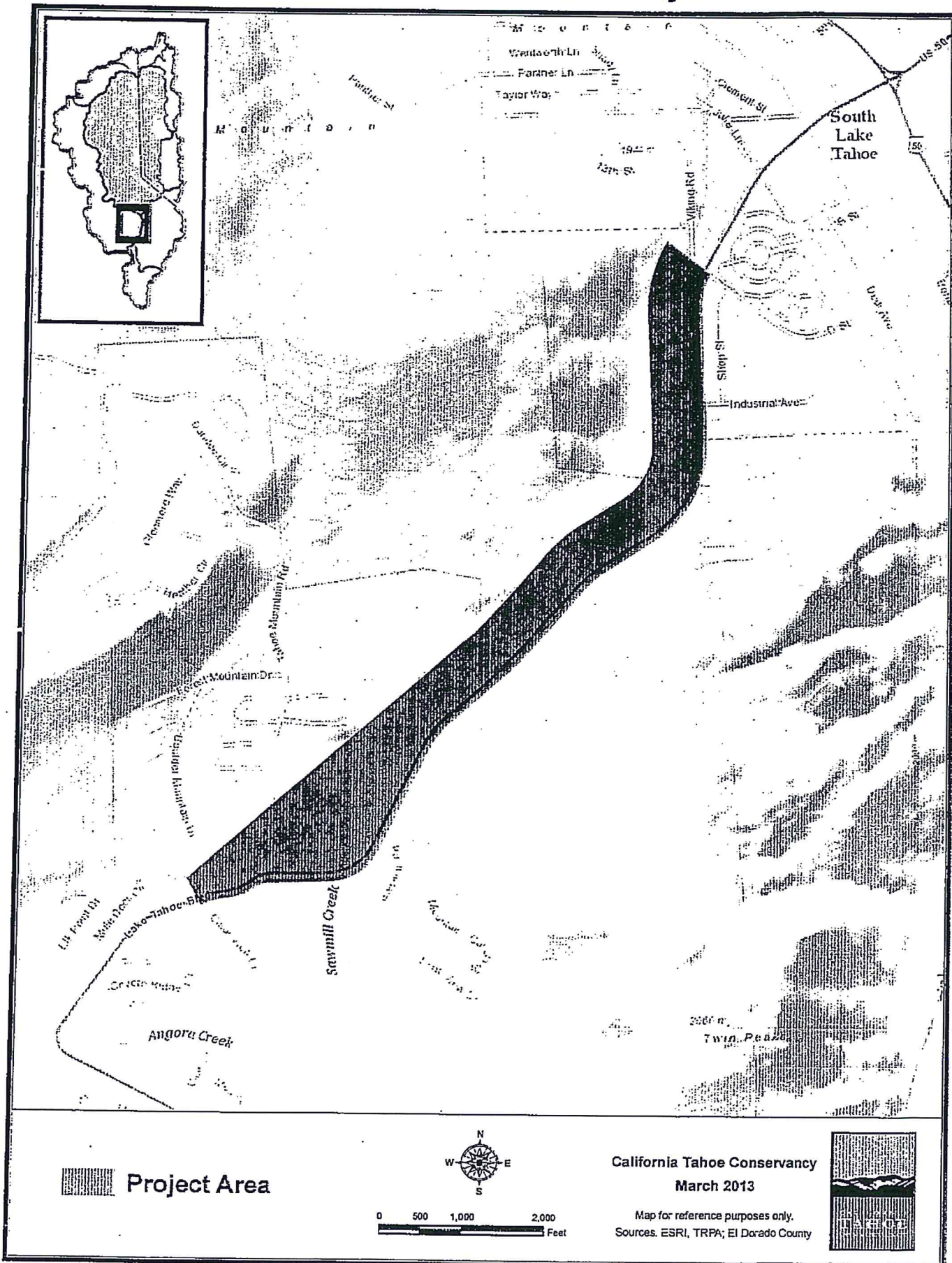
Mark Sedlock

(530) 543-6048

[mark.sedlock@tahoe.ca.gov](mailto:mark.sedlock@tahoe.ca.gov)

# ATTACHMENT 1

## Lake Tahoe Boulevard Enhancement Project





## **ATTACHMENT 2**

California Tahoe Conservancy

Resolution

14-03-05

Adopted: March 20, 2014

### **LAKE TAHOE BOULEVARD ENHANCEMENT PROJECT SITE IMPROVEMENT GRANT**

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

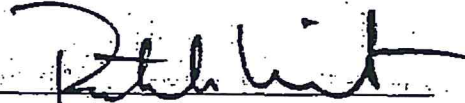
"The California Tahoe Conservancy, in its role as a responsible agency under the California Environmental Policy Act, has independently reviewed and considered the environmental impacts of the Lake Tahoe Boulevard Enhancement Project as described in the El Dorado County's Initial Study and Mitigated Negative Declaration (IS/MND) certified by El Dorado County on June 11, 2013. The Conservancy has independently considered and reached its own conclusions regarding the environmental effects of the proposed project and finds, on the basis of the whole record before it, that there is no substantial evidence that the project will have a significant effect on the environment. The Conservancy incorporates the mitigation measures described in the MND as a condition for approval of the project. The Conservancy hereby directs staff to file a Notice of Determination with the State Clearinghouse for this project."

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

"The California Tahoe Conservancy hereby authorizes the award of a site improvement grant, up to \$211,613, to El Dorado County for the purposes of constructing the Lake Tahoe Boulevard Enhancement Project. Further, the Conservancy authorizes staff to enter into a grant agreement, and to take all other necessary steps consistent with the accompanying staff recommendation."

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the California Tahoe Conservancy at a meeting thereof held on the 20<sup>th</sup> day of March 2014.

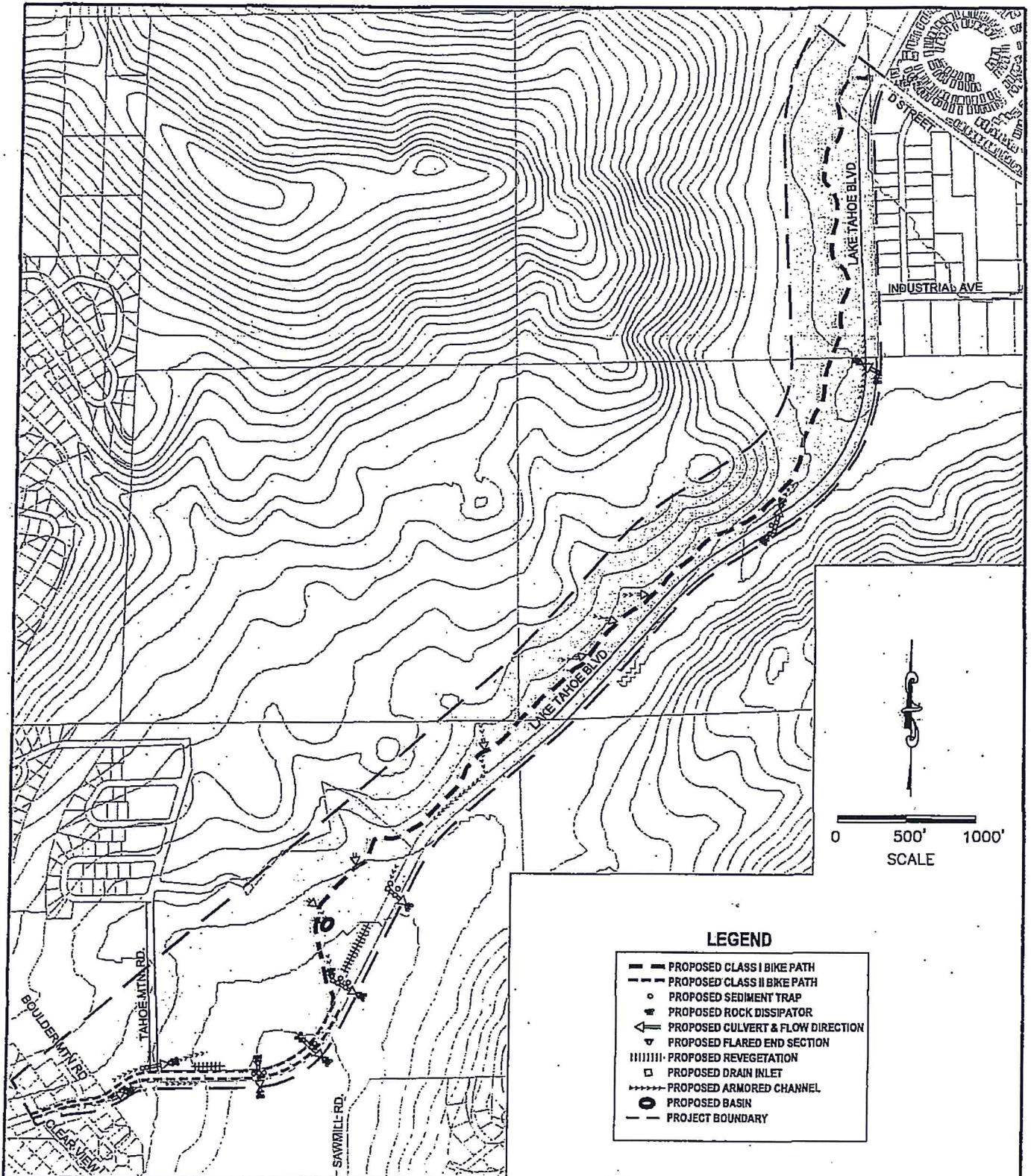
In WITNESS THEREOF, I have hereunto set my hand this 20<sup>th</sup> day of March 2014.

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

Patrick Wright  
Executive Director



ATTACHMENT 3



COMMUNITY  
DEVELOPMENT AGENCY  
TRANSPORTATION DIVISION  
SOUTH LAKE TAHOE OFFICE

LAKE TAHOE BOULEVARD EROSION CONTROL/  
STREAM ENVIRONMENT ZONE PROJECTS

Proposed Improvement Plan

DATE: 12/13

PROJECT NO.: 95163/95175

BY: DP

FIGURE

C

**ATTACHMENT 4**

**LAKE TAHOE BOULEVARD ENHANCEMENT PROJECT  
SITE IMPROVEMENT GRANT**

El Dorado County Initial Study and  
Mitigated Negative Declaration

(On attached CD)



ATTACHMENT 5

NOTICE OF DETERMINATION

TO: Office of Planning and Research  
1400 10<sup>th</sup> Street, Room 121  
Sacramento, CA. 95814

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

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**Subject:**

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

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**Project Title:**

Lake Tahoe Boulevard Enhancement Project

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**State Clearinghouse Number:**

2013032066

**Contact Person:**

Mark Sedlock

**Telephone Number:**

(530) 543-6048

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**Project Location:**

Along Lake Tahoe Blvd. between D Street/Viking Road to Clear View Dr. in an unincorporated area of El Dorado County.

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**Project Description:**

The Project will implement erosion control and water quality improvements that will reduce sediment and pollutant discharges to Lake Tahoe from County administered rights-of-way within the Project area.

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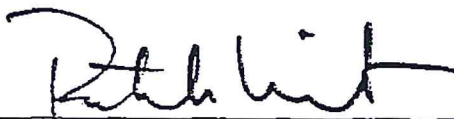
This is to advise that the California Tahoe Conservancy, acting as a responsible agency, has approved the above-described project on March 20, 2014 and has made the following determinations regarding the above-described project:

1. The project will not have a significant effect on the environment.
2. A Mitigated Negative Declaration for the project was prepared and approved by El Dorado County on June 4, 2013 and a Notice of Determination was filed on June 11, 2013. The Notice of Determination, Mitigated Negative Declaration, and record of project approval may be examined at the County of El Dorado Department of Transportation 924 B Emerald Bay Road, South Lake Tahoe, CA 96150. The California Tahoe Conservancy reviewed and considered the Mitigated Negative Declaration that was prepared by the El Dorado County prior to project approval.
3. Mitigation Measures were made a condition of the approval of the project by El Dorado County and the California Tahoe Conservancy.

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

*Date Received for Filing:*



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Patrick Wright  
Executive Director

## Exhibit B

### Budget Details and Project Schedule

#### CTA 13 008 Lake Tahoe Boulevard Enhancement (Erosion Control and Stream Environment Zone) Project(s)

##### Budget

Task	Amount
Design and Administration	\$ 0
Construction Engineering and Administration	0
Construction-including Plant Establishment	211,613
Monitoring	0
Contingency	0
<b>Total</b>	<b>\$211,613</b>

##### Project Schedule

Main Milestone	Estimated Completion Date
Pre-Final Plans, Specifications & Reports	October 2014
Final Plans, Specifications & Reports	December 2014
Construction-Notice of Completion	October 2015
Record Drawings/Final Construction Report	January 2016
Post Construction Monitoring Report	December 2017



## Exhibit C

### List of Assurances (For Site Improvements)

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

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

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

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

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



**Exhibit D**

**REQUEST FOR DISBURSEMENT FORM**

Remit to: Grantee Address

Date:  
Billing Period: xxxxxx

Project: PCXXXX - XXXXXXXXXXXXXXXXXXXXXXXX

Grant/Invoice No. CTA-XXXXXX RCxxx

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

**Billing Summary**

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

Invoice RCxxx requested amount

Signature \_\_\_\_\_

Title  
Authorized Project Coordinator





## **EXHIBIT E**

### **1. INSURANCE**

#### **PUBLIC WORKS CONSTRUCTION**

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

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

#### **PROOF OF INSURANCE REQUIREMENTS:**

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

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

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

#### INSURANCE NOTIFICATION REQUIREMENTS:

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon prior written notice to the County of El Dorado at the office of the Community Development Agency - Transportation Division, 2850 Fairlane Court, Placerville, CA 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate the Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division.



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

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

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

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

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

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

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

GOVERNING PRECEDENCE: To the extent that this Section, "Public Works Construction-General Insurance Requirements," is inconsistent with 7-1.12, "Indemnification and Insurance," of the State of California, Department of Transportation, Caltrans, Standard Specifications, May 2006, this Article shall govern; otherwise each and every provision of such Section 7-1.12 shall be applicable to this Agreement.

#### PROFESSIONAL SERVICES/CONSULTANT

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile liability insurance of not less than \$1,000,000 is required in the event motor vehicles are used by the Consultant in performance of the contract.
- D. In the event Consultant is a licensed professional, and is performing professional services under this contract, professional liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Management Division as evidence that the insurance required above *is* being maintained.
- F. The insurance will be issued by an insurance company acceptable to the El Dorado County Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage *as* herein provided, County may, in addition to any other remedies it may have, terminate the contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:



- a. The insurer will not cancel the insured's coverage without prior written notice to the County; and
- b. The County of El Dorado, its officers, officials, employees, and volunteers, and the State of California, California Tahoe Conservancy (CTC) its officers, officials, employees, and volunteers are included as additional insureds, on an additional insured endorsement, but only insofar as the operations under this contract are concerned. This provision shall apply to all general and excess liability insurance policies.

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

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

N. In the event contractor cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this contract for not less than three years following completion of performance of this Agreement.

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the El Dorado County Risk Management Division, as essential for protection of the County.

## 2. INDEMNITY

### PUBLIC WORKS CONSTRUCTION

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

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

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




## DRUG-FREE WORKPLACE CERTIFICATION

STD.21 (REV. 12-93)

## CERTIFICATION

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

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

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

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

**Exhibit G**  
**SIGN GUIDELINES**  
**Proposition 50**

**Authority:**

All projects funded by the "The Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002" (**2002 Clean Water Act**) must include a posted sign acknowledging the source of the funds following guidelines developed by the Resources Agency.

**Purpose:**

To inform the public that the 2002 Bond Acts that they voted for are providing public benefits throughout the State and that their Bond dollars are at work and helping make California a better place to live. This message will reinforce the need for additional funding for similar projects.

**Universal Logo:**

All signs will contain a universal logo that will be equated with the 2002 Bond Act statewide. The logo will be on a template, available through the internet ([www.resources.ca.gov](http://www.resources.ca.gov)).

**Tier I and Tier II:**

For the purpose of the sign guidelines only, all projects are divided into Tier I and Tier II projects:

**Tier I:** Projects using less than \$750,000 of Bond Act Funds.

**Tier II:** Projects using more than \$750,000 of Bond Act Funds and/or projects situated in areas of high public visibility. (such as near a freeway intersection).

(Archaeological sites are excluded)

**Minimum Requirements: Tier I**

The universal logo must be mounted in an area to maximize visibility and durability. The logo must be a minimum of 2'x2'. There is no maximum size. Exceptions are permitted in the case of trails, historical sites and other areas where these dimensions may not be appreciate. The logo must be posted no later than project completion.

A larger sign that includes the logo, other wording and acknowledgements may be posted. There is no maximum number of signs.



**Minimum Requirements: Tier II**

Two signs are required per project, one during construction and one upon completion.

Sign while under construction:

The sign will use a white background and will contain the logo and the following language:

**(Description of Project)**

**Another project to improve California's watersheds, environment, water quality etc. funded by the 2002 Clean Water Bond –**

**Edmund G. Brown, Jr., Governor**

Recommended size of signs while under construction: minimum of 4.5' x 7.5'.

**Project completion Sign**

Upon completion of all Tier II projects, a sign will be posted that includes the Bond Logo. The logo on the sign must be a minimum of 2' x 2' and include the following wording:

**(Description of Projects)**

**Another project to improve California water quality (watersheds, environment, water quality etc.) funded by the 2002 Clean Water Bond – (in large font)**

**Optional Language: The Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002**

**Director of State Department**

**John Laird, Secretary for Natural Resources Agency**

**Edmund G. Brown, Jr., Governor**

The name of the director of the logo agency or other governing body may also be added. The sign may also include the names (and/or logos) of other partners, organizations, individuals and elected representatives as deemed appropriate by those involved in the project.

**Sign Construction:**

All material used shall be durable and able to resist the elements and graffiti. State Parks and Cal Trans standards can be used as a guide for gauge of metal, quality of points used, mounting specifications, etc.

**Sign Duration:**

The goal is to have project signs in place for a lengthy period of time, preferably a minimum of 2 years for Tier I project signs and 4 years minimum for Tier II projects signs.

**Sign Cost:**

The cost of the sign(s) is an eligible project cost. Application should consider potential replacement cost as well. More durable signage encouraged; e.g. bronze memorials mounted in stone at trailheads, on refurbished historical monuments and buildings etc.

**Appropriateness of Signs:**

For projects where the required sign may be out of place (such as some refurbished cultural and historic monuments and buildings), the project officer/grants administrator in consultation with the application may authorize a sign that is tasteful and appropriate to the project in question. Alternate signage must be immediately recognized as a clean Water Bond sign.

**Sign on State Highways:**

Signs placed within the state highway right-of-way may require a Caltrans encroachment permit. Contact your local Caltrans District Office early in the planning phases for more information.



## EXHIBIT H

### Eligible Project Costs for Planning and Site Improvement Grants

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

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

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

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

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

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