

STANDARD AGREEMENT

- APPROVED BY THE ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT # CTA-03004	AM. NO. 1
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION # 94-6000511	

THIS AGREEMENT, made and entered into this 20th day of July, 2007, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting.

TITLE OF OFFICER ACTING FOR STATE Executive Officer	AGENCY California Tahoe Conservancy	, hereafter called the State, and
CONTRACTOR'S NAME County of El Dorado		, hereafter called the Contractor.

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

The Agreement numbered CTA-03004 dated March 19, 2004 (hereafter "the Agreement") between the California Tahoe Conservancy (hereafter "the Conservancy") and the County of El Dorado (hereafter "Grantee") is hereby amended as follows:

1. The amount of the grant from the Conservancy to Grantee, for the construction of the Angora Creek Stream Environment Zone Restoration Project as provided under Paragraph 1 - Scope of Agreement and Paragraph 12 - Costs and Disbursements, is increased by Two Hundred Ten Thousand Nine Hundred Fifty Dollars (\$210,950) to a total of One Million Five Hundred Ninety-Seven Thousand Nine Hundred Fifty Dollars (\$1,597,950).

CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.
IN WITNESS WHEREOF, the parties have executed this agreement hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY California Tahoe Conservancy	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of El Dorado 11/27/07
BY: <i>Patrick Wright</i> Patrick Wright Executive Officer	BY: <i>Helen K. Baumann</i> Helen K. Baumann, Chairman 330 Fair Ln., Placerville, CA 95667

ATTEST: CINDY KECK, Clerk of the Board of Supervisors
Cindy Keck
 DEPUTY

Amount ENCUMBERED BY THIS DOCUMENT \$210,950	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	(OPTIONAL USE)			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,387,000	ITEM	CHAPTER	STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,597,950	OBJECT OF EXPENDITURE (CODE AND TITLE)			
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 X <i>George P. Corquiza</i>			DATE 1/10/2008	

Department of General Services Use Only

CONTRACTOR
 STATE AGENCY
 DEPT. OF GEN. SER.
 CONTROLLER

2. Paragraph 6, entitled "Signing" is amended to include the following:

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. Projects funded by "The Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Proposition 50)" must comply with the sign guidelines set forth in Exhibit G-1.

Grantee shall prepare and submit an on-line catalog entry form 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.

3. The final date for submittal of invoices as set forth in Paragraph 12 – Costs and Disbursements, is amended as follows:

<u>Funding Increment:</u>	<u>Final Invoice Date for This Funding Increment</u>
\$ 1,387,000	June 30, 2008
\$ 210,950	June 30, 2011

4. Paragraph 24, entitled Project Coordinators is amended to read as follows:

"Joe Pepi (or such other person(s) as the Executive Officer may designate from time to time) is designated the Conservancy's Project Coordinator for this grant. The County Officer or employee with responsibility for administering this agreement is Steve Kooyman, Supervising Civil Engineer, Department of Transportation, or successor."

5. Exhibit A, the Conservancy's staff recommendation containing the Conservancy's resolution of March 19, 2004, is amended through the addition of Exhibit A-1, the Conservancy's staff recommendation containing the Conservancy's resolution of July 20, 2007.

6. Exhibit B, the estimated Project Schedule and Budget is amended through the addition of Exhibit B-1, the revised Estimated Project Schedule and Budget.

7. Exhibit E, Insurance, is amended and superseded by Exhibit E-1, the revised insurance requirements.

8. Exhibit G, Sign Guidelines, is amended to include the sign requirements set forth in Exhibit G-1.

9. All other terms and conditions of the original Agreement numbered CTA-03004 shall remain unchanged and in full force and effect.

EXHIBIT A-1

California Tahoe Conservancy
Agenda Item 11a
July 20, 2007

**ANGORA CREEK SEZ RESTORATION PROJECT
SITE IMPROVEMENT GRANT AUGMENTATION**

Summary: Authorization of a site improvement grant augmentation of up to \$210,950 to El Dorado County to complete implementation of the Angora Creek SEZ Restoration Project.

Location: The project area is located in eastern El Dorado County, west of U.S. Highway 50, near Meyers. The project site is generally bounded by Lake Tahoe Boulevard to the west and Washoe Meadows State Park to the east (Attachment 1).

Fiscal Summary:

Total Requested Amount: \$ 210,950
Source of Funds: Proposition 40 and 50 Funds

Previous Funding:

California Tahoe Conservancy	\$1,858,350
U.S. Forest Service	\$1,357,216
U.S. Bureau of Reclamation	\$ 900,000
Tahoe Regional Planning Agency	\$ 691,321
Lahontan Regional Water Quality Control Board	\$ 38,979
South Tahoe Public Utility District	\$ 52,632
Total Previous Funding	\$4,898,498

Total Project Cost \$5,109,448

Recommended Action: Adopt Resolution 07-07-07 (Attachment 2) authorizing a site improvement grant augmentation of up to \$210,950 to complete construction of the project.

Background: The purpose of this project is to restore stream function and improve riparian and aquatic habitat along a 2,300-foot portion of Angora Creek. The Conservancy has authorized the award of grants totaling \$1,858,350 to

El Dorado County for design and implementation of this project.

The project addresses a number of resource problems. The creek had a 12-foot-high head-cut or a change in elevation of the streambed, indicating an erosion problem. Below the head-cut, the creek was channelized and actively eroding, with bank heights averaging between five and twelve feet. The headwall and culverts at both Lake Tahoe Boulevard and View Circle were badly deteriorated. Localized areas between View Circle and Washoe Meadows State Park exhibited bank erosion.

It is believed that road construction and tree removal associated with the development of the Mountain View Estates subdivision between 1952 and 1966 were the primary causes of the channel degradation. Other activities such as cattle grazing, dairy farming, and beaver activity have also contributed to the channel erosion and down cutting.

The requested grant augmentation should provide the necessary funds to complete the construction items remaining for Phase 2 and Phase 3 work, and all post-construction monitoring.

This proposed site improvement grant augmentation is needed to complete an additional phase of construction, re-vegetation, and post construction monitoring.

Project Description: Staff is requesting authorization to award a grant augmentation of up to \$210,950 to El Dorado County for additional stream restoration and wildlife habitat enhancement. The grant augmentation will fund an additional phase (Phase 3) of the project to complete construction, including filling the former gully channel; grading the feeder channels to bring water onto the new floodplain from adjacent developed lands; compacting floodplain fill or placing sheet pile on the upstream side of rock cutoff walls that divert water into the restored channel; planting 30,000 additional container plants on the floodplain; reconstructing an earth diversion berm near the upstream end of the project; and completing post-project monitoring.

This project is included in the Environmental Improvement Program (EIP) as projects #406 and #985 and represents a State contribution towards the implementation of the EIP. The project will assist in the attainment of the following thresholds: water quality, soil conservation/SEZ, fisheries, wildlife, scenic, and vegetation.

Project Budget:

The proposed budget for the augmentation is shown below:

<u>Budget Item</u>	<u>Item Total</u>
Construction	\$ 76,342
Plant Establishment	\$ 26,955
Monitoring	\$100,000
Contingency	\$ 7,653
TOTAL	\$210,950

There may be adjustments between budget categories, but such changes will not exceed the total amount included in the proposed grant augmentation.

Implementation: The County used a competitive bidding process to hire an independent contractor to perform construction activities. Construction and monitoring activities for this phase of the project are scheduled to begin this summer, according to the following schedule:

Construction Start Date - Phase 3	Jun 2007*
Construction Completed	Fall 2007
Completion of Project Monitoring	Dec 2009
<i>*Construction started with existing funds</i>	

Project Evaluation: This project is consistent with the objectives of the Conservancy's SEZ/Watershed Restoration and Wildlife Enhancement Programs and the EIP.

Significant Benefit

The project provides the opportunity to reduce bank and bed erosion, restore stream function and riparian habitat, remove barriers to fish passage, and re-establish the relationship of the stream to its floodplain. This project will enhance and complement the restoration work completed elsewhere in the Angora Creek watershed.

Comprehensiveness

This project will be another component of the Conservancy's effort to restore the Angora Creek watershed. The Conservancy has funded a number of completed projects in this watershed, including two California Department of Parks and

Recreation projects: the Angora Creek SEZ Restoration project (EIP Project #559) and the Angora Creek SEZ Restoration-Sewer-line Reach project (EIP Project #949), and the County's Angora I, II, and III erosion control projects.

Cost-Effectiveness

This project is a cost effective Conservancy investment because of the substantial contribution of funds (\$3,040,148 or 60% of total project costs) from other agencies.

The project is also cost-effective through the use of proven, restoration methods such as collecting native seed and cuttings from the site for propagation and transplanting at the project site. Additional savings were achieved using both Tahoe Conservancy and California Conservation Corps restoration crews for re-vegetation work.

Implementability

There are no substantial changes to the project, or changes to project implementation, in the proposed Phase 3 activities. The County has secured all permits and easements from private landowners, the U.S. Forest Service and the Conservancy to implement the project. Approval of this grant augmentation will allow the County to complete the final project construction, re-vegetation, and monitoring.

Support

TRPA, LRWQCB, BOR, and USFS staffs have participated in the discussions and field review of this project for several years, and the agencies have supported the project with funding and technical assistance. The USFS provided funding technical assistance and review of the environmental documents and design, funding, and provided the County with the necessary Special Use Permits to construct the project upon their land.

Consistency with the Conservancy Enabling Legislation: The recommended action is consistent with the Conservancy's enabling legislation. Under Government Code Section 66907.7, the Conservancy may 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.

Compliance with the California Environmental Quality Act (CEQA):
A joint CEQA Initial Study/National Environmental Policy Act (NEPA)

Environmental Assessment was prepared for the Angora Creek SEZ Project with El Dorado County serving as the lead CEQA agency, and the USFS serving as the lead NEPA agency. This joint document was required because the USFS owns the majority of the parcels within the project area.

Pursuant to State CEQA Guidelines (Title 14, California Code of Regulations Section 15300 et seq.), an Initial Study (IS) and a proposed Negative Declaration were prepared for the project. The IS was posted at the State Clearinghouse and circulated for public review in September 2003. Comments and responses are contained in Exhibits 5 and 6 of the IS. The County responded to these comments and submitted the IS and Mitigated Negative Declaration (MND) to the Board of Supervisors for adoption at the November 2003 board meeting.

The County reviewed the information contained in the environmental documentation for the project, and other information provided, and made the finding that the project, with incorporated mitigation measures, will have no significant effect on the environment. A Notice of Determination was filed with the State of Clearinghouse on November 21, 2003, pursuant to Section 15906 of the State CEQA Guidelines (Attachment 3).

Pursuant to Section 15096 of the State CEQA Guidelines, the Conservancy is required to consider the environmental effects of the project as shown in the IS and MND prior to reaching a decision on the project. In 2004, at the time the Conservancy authorized initial funding for implementation of the project, the Conservancy filed a Notice of Determination finding that there was no substantial evidence that the project, with the proposed mitigation measures, will have a significant effect on the environment. A copy of the IS and MND have been provided to the board under separate cover and are available for public review at the Conservancy office, 1061 Third Street, South Lake Tahoe, California 96150.

Staff has again reviewed the earlier MND and believes that the improvements proposed through this augmentation have been adequately analyzed in this MND. Since the previous MND prepared for this project was completed, there is no new information, or substantial changes to the project, or changes to project implementation, which would involve any new significant effects not discussed or analyzed in the previous document. As a result, no new mitigation measures are needed to find that the project, as mitigated, would have no significant environmental impacts. The mitigation measures for the project can be found in Attachments A and B of the MND.

Staff recommends that the Conservancy make the findings as set forth in the attached resolution and authorize the grant augmentation funding. If the board authorizes the funding, staff will file a new Notice of Determination with the State Clearinghouse pursuant to Section 15096 of the State CEQA Guidelines. Attachment 4 contains the Conservancy's proposed Notice of Determination.

List of Attachments:

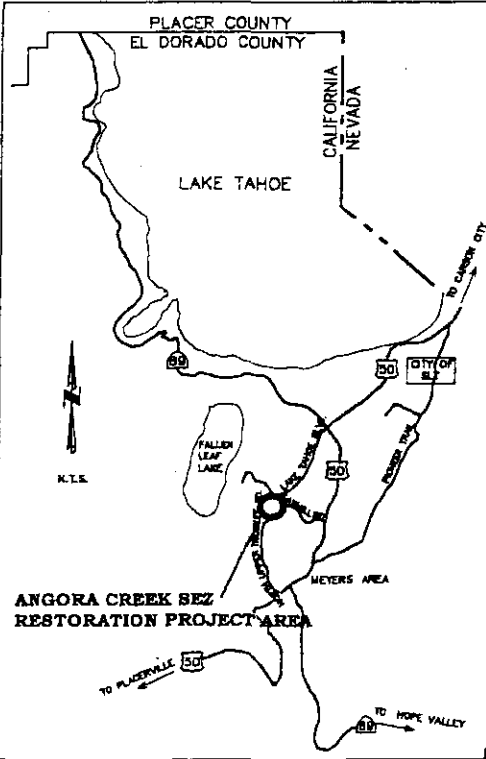
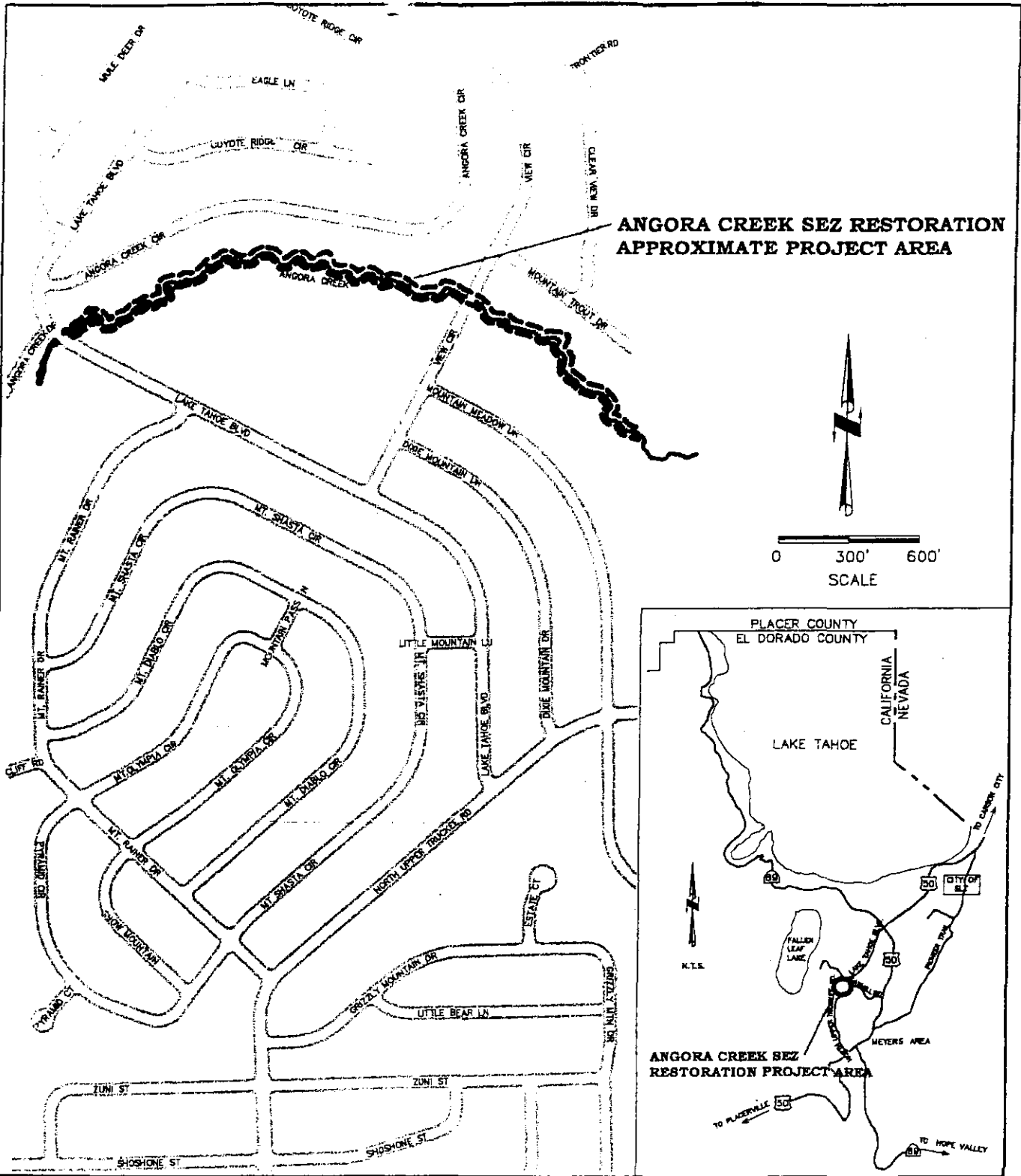
Attachment 1	Regional Location Map
Attachment 2	Resolution 07-07-07
Attachment 3	El Dorado County Notice of Determination
Attachment 4	Conservancy Notice of Determination

Conservancy Staff Contact:

Joe Pepi

Phone: (530) 543-6066

ATTACHMENT 1



EL DORADO COUNTY
SOUTH LAKE TAHOE OFFICE



ANGORA CREEK SEZ
RESTORATION PROJECT
2003 CTC PLANNING GRANT
Project Location

EXHIBIT
1

DATE: 2/03	PROJECT NO.: 95147	BY: SPK
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Attachment 2

California Tahoe Conservancy
Resolution
07-07-07
Adopted: July 20th, 2007

Angora Creek SEZ Restoration Project Site Improvement Grant Augmentation

"The California Tahoe Conservancy hereby authorizes a site improvement grant augmentation of up to \$210,950 to El Dorado County for implementation of the Angora Creek SEZ Restoration Project."

Staff further recommends that the Conservancy make the following concurrent finding based on the accompanying staff report pursuant to Public Resources Code Section 21000 et seq.:

"The California Tahoe Conservancy has reviewed the previous Mitigated Negative Declaration certified by El Dorado County for the Angora Creek SEZ Restoration Project, and finds that improvements proposed have been adequately analyzed in the Mitigated Negative Declaration filed with the State Clearinghouse. The Conservancy finds that no substantial changes are proposed in the project, and no substantial changes have occurred with respect to the circumstances under which the project is undertaken that would involve any new significant environmental effects or significantly increase the severity of any previously identified impacts. Furthermore, since the County's certification of the Mitigated Negative Declaration, there are no changes regarding the project that would require new or different mitigation measures. Accordingly, the Conservancy finds that the earlier Mitigated Negative Declaration is adequate for compliance with CEQA for the grant of this funding and directs staff to file a Notice of Determination for this project with the State Clearinghouse."

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the California Tahoe Conservancy at a meeting thereof held on the 20th day of July 2007.

In WITNESS THEREOF, I have hereunto set my hand this 20th day of May 2007.

Patrick Wright
Executive Officer

NOTICE OF DETERMINATION FILE NO. _____

Attachment 3



11/21/2003

TO: COUNTY CLERK
County of El Dorado
330 Fair Lane
Placerville, CA 95667

FROM: DEPARTMENT OF TRANSPORTATION
County of El Dorado
924B Emerald Bay Road
South Lake Tahoe, CA 96150

FILED

NOV 21 2003

OFFICE OF PLANNING AND RESEARCH
1400 Tenth Street
Sacramento, California 95814

WILLIAM E. SCHULTZ, Recorder-Clerk
By M. A. VAN BUSKIRE

SUBJECT: **Filing of NOTICE OF DETERMINATION** in compliance with Section 21108 or 21152
of the Public Resources Code.

PROJECT TITLE: Angora Creek SEZ Restoration Project

STATE CLEARINGHOUSE NUMBER : 2003 082129

CONTACT PERSON: Janel Gifford TELEPHONE NUMBER: (530) 573-7909

PROJECT LOCATION: Angora Creek in the Tahoe Basin between South Lake Tahoe and Meyers, roughly bounded by Lake Tahoe Boulevard to the west and Washoe Meadows State Park to the east.

PROJECT DESCRIPTION: Geomorphic stream channel restoration to restore floodplain function for a 1,200 ft. reach of Angora Creek upstream of View Circle and creek bank stabilization in an 1,100 ft. reach downstream of View Circle.

The EL DORADO COUNTY Board of Supervisors has approved

the above described project and has made the following determinations regarding the project:

- 1) Project will will not, have a significant effect on the environment.
- 2) An Environmental Impact Report was prepared pursuant to provisions of CEQA.
 A Negative Declaration was prepared pursuant to provisions of CEQA.
The EIR or Negative Declaration and record of project approval may be examined at:

El Dorado County Department of Transportation
924B Emerald Bay Road, South Lake Tahoe, CA 96150

- 3) Mitigation Measures were were not, made a condition of the approval of the project.
- 4) A Statement of Overriding Considerations was was not, adopted for this project.

Date Received for Filing 11/21/03

Signature

FISH AND GAME AB 3158 FEES

Director of Transportation
Title

- Project is de minimis in effect. No fee required.
- Negative Declaration filed. \$1,285.00 fee required.
- EIR filed. \$875.00 fee required.

considered the Mitigated Negative Declaration that was prepared by El Dorado County prior to project approval.

3. Mitigation Measures were made a condition of the approval of the project by the California Tahoe Conservancy.
4. A Statement of Overriding Considerations was not adopted for this project.
5. Findings were not required pursuant to the provisions of CEQA.
6. A copy of the receipt for California Department of Fish and Game fee is attached.

FISH & GAME FEES: See above.

Date Received for Filing

Patrick Wright
Executive Officer

Exhibit B-1

Project Name: Angora Creek SEZ Restoration Project

ESTIMATED PROJECT SCHEDULE AND BUDGET

Task	Site Improvement Grants Share	Total CTC Share	Budget
Design and Administration	125,000	337,358	\$ 689,013
Construction Administration	358,000	358,000	\$ 988,470
Construction	926,842	926,842	\$ 2,249,628
Plant Establishment-Oversight	34,955	34,955	\$ 56,955
Monitoring	145,519	178,161	\$ 500,914
R-O-W Acquisition		200,000	\$ 200,104
Contingency	7,634	7,634	\$ 446,413
Total	\$ 1,597,950	\$ 2,042,950	\$ 5,131,497

Previously Authorized Conservancy Funding:

Conservancy Acquisition Grant, 1998:	\$ 60,000
Conservancy Planning Grant, 2000:	\$ 165,000
Conservancy Planning Grant Augmentation, 2003:	\$ 80,000
Conservancy Site Improvement Grant, 2004:	\$ 1,387,000
Conservancy Acquisition Grant Augmentation, 2004:	\$ 140,000
Conservancy Site Improvement Grant Augmentation, 2007:	\$ 210,950

Total Conservancy Funding: \$ 2,042,950

Other Funding Contributions:

Bureau of Reclamation (BOR)	
Construction Grant:	\$ 900,000
Tahoe Regional Planning Agency	
(TRPA) SEZ Mitigation Funds:	\$ 741,322
Lahontan Regional Water Quality Control	
Board (LRWQCB) 319(h) Grant:	\$ 37,395
United States Forest Service (USFS) Grant:	\$1,357,217
South Tahoe Public Utility District	\$ 52,613

Total Other Funding: \$3,088,547

TOTAL ESTIMATED PROJECT BUDGET: \$5,131,497

SCHEDULE

Conservancy Site Improvement Grant Application	Feb 2004
Final Plans and Specifications	Mar 2004
Easement Acquisition	Jul 2004
Construction Start Date – Phase 1	Aug 2005
Pre-Construction Monitoring Report	Oct 2005
Final Construction Report – Phase 1	Dec 2005
Construction Start Date – Phase 2	Jun 2006
Final Construction Report – Phase 2	Dec 2006
Construction Start Date – Phase 3	Sep 2007
Final Construction Report – Phase 3	Dec 2007
Final Monitoring Report	Dec 2010

EXHIBIT E-1

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 thirty (30) days prior written notice to the County of El Dorado at the office of the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate the Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the El Dorado County Risk Management Division.

ADDITIONAL STANDARDS: Certificate shall meet such additional standards as may be determined by the contracting County Department either independently or

in consultation with the El Dorado County Risk Management Division, as essential for protection of the County.

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

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

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

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

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

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

GOVERNING PRECEDENCE: To the extent that this Section, "Public Works Construction-General Insurance Requirements," is inconsistent with 7-1.12, "Indemnification and Insurance," of the State of California, Department of Transportation, Caltrans, Standard Specifications, July 2002, this Article shall govern; otherwise each and every provision of such Section 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 30 day 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, 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.
- J. 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.

Exhibit G-1
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).

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 appreciated. 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 –

Arnold Schwarzenegger, 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

Mike Chrisman, Secretary for Resources

Arnold Schwarzenegger, 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 Caltrans 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 project 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.