Nichols Consulting Engineers, CHTD.

Environmental and Engineering Consulting Services – Upper Truckee River Bridge at Johnson Meadow Project

AGREEMENT FOR SERVICES #6996

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Nichols Consulting Engineers, CHTD., a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 501 Canal Boulevard, Suite 1, Port Richmond, California 94804, and whose local address is 155 Highway 50, Suite 204, Stateline, Nevada 89449 (hereinafter referred to as "CONSULTANT");

R E C I T A L S

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to provide environmental and engineering consulting services for the South Tahoe Greenway – Upper Truckee Bridge at Johnson Meadow Project, for its Department of Transportation;

WHEREAS, CONSULTANT has represented to COUNTY that it is trained, experienced, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and COUNTY relies upon those representations;

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

WHEREAS, COUNTY has determined that the provision of such services provided by CONSULTANT are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in COUNTY classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, on August 17, 2022, CONSULTANT was formally awarded Request for Proposals (RFP) 22-925-065 for environmental and engineering consulting services;

NOW, THEREFORE, COUNTY and CONSULTANT mutually agree as follows:

ARTICLE I
Scope of Work: CONSULTANT is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those

services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Services. Such Optional Services may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by COUNTY's Contract Administrator to the furtherance of the Project. Optional Services will only be assigned if there is funding available from the budget for the tasks and consultants' costs listed in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. Before proceeding with any work concerning Optional Services under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders.

The specific services for each Optional Service assignment shall be determined at a meeting or telephone conference between CONSULTANT and COUNTY's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific CONSULTANT staff or subconsultants to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by COUNTY's Contract Administrator, following the meeting or telephone conference, CONSULTANT shall provide COUNTY's Contract Administrator with a written scope of work for the Optional Services, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from COUNTY's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Service assignment performed prior to approval and full execution of the Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

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

The period of performance shall be in accordance with the dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless COUNTY and CONSULTANT amend the Work Order. No Work Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Agreement amount.

COUNTY shall review CONSULTANT's progress at key points as specified in this Agreement. Milestone reviews shall be performed for the specific products and deliverables listed in Exhibit A. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee and CONSULTANT.

CONSULTANT shall furnish, at CONSULTANT's own cost and expense, all personnel, subconsultants, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in

Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. CONSULTANT shall complete those services and tasks in accordance with Exhibit C.

The receipt of this fully executed Agreement is CONSULTANT's Notice to Proceed with the work specified herein. CONSULTANT shall not commence work on Optional Services until receiving a Work Order. No payment will be made for any work performed prior to the effective date of the Agreement.

CONSULTANT's responsibilities for compliance with DBE requirements are described in ARTICLE XLIII, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLIV, Disadvantaged Business Enterprises (DBE) Participation, herein.

If a submittal deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS Project, and MS Excel) and Autodesk/Civil 3D 2020 and American Standard Code for Information Interchange (ASCII). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to COUNTY's computer and that are acceptable to COUNTY's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by COUNTY's Contract Administrator. CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator in accordance with completion time schedules pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

CONSULTANT shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. CONSULTANT is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly.

All of the services included in this Article and Exhibit A are the responsibility of CONSULTANT, unless specifically described as a task or item of work to be provided by COUNTY.

ARTICLE II

Compensation for Services: For services provided herein, including all of the deliverables described in individual Work Orders issued pursuant to this Agreement, and including all of the forms and reports required under the DBE provisions of this Agreement; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. The hourly rates listed in Exhibit B may be adjusted to a maximum of four percent (4%) increase per year which shall require written approval and acceptance by COUNTY's Contract Administrator prior to the new rates becoming effective. Any rate increases authorized by COUNTY's Contract Administrator shall not increase the not-to-exceed amount of the Agreement.

Subconsultant services and other direct costs including special reproductions, delivery charges, record searches, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for CONSULTANT and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. References to the DPA rates and CONSULTANT's responsibilities for cost differences and any overpayments are more fully described in ARTICLE VII, Cost Principles and Administrative Requirements, herein. Mileage reimbursement rates apply to CONSULTANT and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for CONSULTANT or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY shall not exceed the amount agreed to in this Agreement, unless COUNTY's Contract Administrator and CONSULTANT amend this Agreement in writing and prior to the performance of the work.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable project. No invoice shall be paid until the certified payroll is submitted. CONSULTANT shall keep payroll records in accordance with California Labor Code Section 1776.

ARTICLE III

Progress Reports: CONSULTANT shall submit written progress reports to COUNTY's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. CONSULTANT shall prepare the reports in a sufficiently detailed manner for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY shall review the report to ensure that CONSULTANT's services and deliverables adhere to current COUNTY requirements applicable to the project as determined by COUNTY's Contract Administrator, and CONSULTANT shall modify its work if the COUNTY's Contract Administrator determined it is necessary to meet current COUNTY requirements applicable to the project. CONSULTANT shall include in a progress report the total number of hours worked by CONSULTANT; a description of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any

invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV
Performance Period:

A. This Agreement shall go into effect upon final execution, contingent upon approval by COUNTY and CONSULTANT, and shall end three (3) years thereafter, unless extended by Agreement amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

ARTICLE V
Allowable Costs and Payments:

A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT's Cost Proposal, unless additional reimbursement is provided for by Agreement amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement time or actual costs reimbursable by COUNTY shall be adjusted by Agreement amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "I" of this Article shall not be exceeded, unless authorized by Agreement amendment.

B. The indirect cost rate established for this Agreement is extended through the duration of this specific Agreement. CONSULTANT's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

C. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of $17,160.35. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by Agreement amendment.

D. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

D. Reimbursement for mileage costs shall not exceed the rates as specified in ARTICLE VII, Cost Principles and Administrative Requirements.

E. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an Agreement amendment for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such estimate.

F. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in ARTICLE I Scope of Work, COUNTY shall have the right to delay payment or terminate this Agreement.

G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

H. CONSULTANT will be reimbursed promptly according to California Regulations upon receipt by COUNTY's Contract Administrator of itemized invoices in duplicate. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI Equipment Purchase and Other Capital Expenditures. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667
Attn.: Matt Gourley
Administrative Analyst

or to such other location as COUNTY directs.

I. The total amount payable by COUNTY including the fixed fee and any Work Orders issued, shall not exceed $259,935.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

ARTICLE VI
Termination:

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.

2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement, by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If COUNTY terminates this Agreement, in whole or in part, for default:

1. COUNTY reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and CONSULTANT shall be liable to COUNTY for any excess costs for those goods or services. COUNTY may deduct from any payment due, or that may thereafter become due to CONSULTANT, the excess costs to procure from an alternate source.

2. COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

3. COUNTY may require CONSULTANT to transfer title and deliver to COUNTY any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.

2. A representation or warranty made by CONSULTANT in this Agreement proves to have been false or misleading in any respect;

3. CONSULTANT fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless COUNTY agrees, in writing, to an extension of the time to perform before that time period expires.

4. A violation of ARTICLE XIII, Conflict of Interest.

B. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the total amount of this Agreement.

C. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.

D. Ceasing Performance: COUNTY may terminate this Agreement immediately in the event CONSULTANT ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

E. Termination or Cancellation without Cause: COUNTY may terminate this Agreement, or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, COUNTY will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to CONSULTANT, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of the Agreement. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, COUNTY reserves the right to take over and complete the work by Agreement or by any other means.

F. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by Agreement or by other means.

ARTICLE VII
Cost Principles and Administrative Requirements:

A. CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual terms of cost.

B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COUNTY.

D. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. If the rates invoiced are in excess of these authorized rates, then CONSULTANT is responsible for the cost difference and any overpayments shall be reimbursed to COUNTY upon demand. For the purposes of this Agreement, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.

E. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. The state, State Auditor, COUNTY, Caltrans Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

If any audit, litigation, or other action involving the records is started before the end of the three (3) year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later. Where applicable, CONSULTANT shall include this record retention provision in any of its own agreements that affect or are related to the services performed herein and shall require that access to the records shall be provided to COUNTY as well as to CONSULTANT and to agencies of the federal and state governments.

ARTICLE IX

Audit Review Procedures:

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by COUNTY's Agency Chief Fiscal Officer.

B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Agency Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

D. CONSULTANT and subconsultant contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, a contract audit,

an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. CONSULTANT Cost Proposal may be subject to a CPA ICR Audit Work Paper Review or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines is received and approved by A&I. Accepted rates will be as follows:

    a. If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the proposed rate.

    b. If the proposed rate is between 150% and 200% - the accepted rate will be 85% of the proposed rate.

    c. If the proposed rate is greater than 200% - the accepted rate will be 75% of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit

report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.

3. If CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and, (3) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) days after occurrence of the last of these items.

The provisional ICR will apply to this Agreement and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X
Subcontracting:

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by COUNTY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.

C. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than one hundred and fifty (150) percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of two (2) percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants.

COUNTY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. No retainage will be held by the COUNTY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within fifteen (15) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

H. CONSULTANT is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONSULTANT shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. COUNTY may, at its sole discretion, through its Contract Administrator, authorize CONSULTANT to utilize subconsultants for services performed in Exhibit A, for the particular tasks, work, and deliverables identified pursuant to this Agreement. Said written authorization and approval shall be sought and obtained by CONSULTANT prior to subconsultants' commencement of any work under this Agreement. CONSULTANT shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to CONSULTANT by the terms of this Agreement and to assume toward CONSULTANT all of the obligations and responsibilities that CONSULTANT, by this Agreement, assumes toward COUNTY.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI
Equipment Purchase and Other Capital Expenditures:

A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding $5,000, prior written authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Agreement is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures, and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of that equipment. Appraisals shall be obtained from an appraiser mutually agreeable to COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

ARTICLE XII
State Prevailing Wage Rates:

A. No CONSULTANT or subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate

Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

   a. The information contained in the payroll record is true and correct.

   b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

   b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct

rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:

   a. The Agreement executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

   b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.

   c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.

   d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars ($25) for each worker employed in the execution of the Agreement by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII
Conflict Of Interest:

A. During the term of this Agreement, CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project that will follow. CONSULTANT has acknowledged this interest of CONSULTANT and CONSULTANT has duly executed Exhibit D, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof.

B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law. COUNTY's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within

the meaning of the Political Reform Act and COUNTY's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.

D. CONSULTANT hereby certifies that CONSULTANT or subconsultant and any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

E. CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

3. Any officer or employee of COUNTY that are involved in this Agreement.

If CONSULTANT becomes aware of a conflict of interest related to this Agreement, CONSULTANT shall promptly notify COUNTY of the existence of that conflict, and COUNTY may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE VI, Termination.

ARTICLE XIV
Rebates, Kickbacks, or Other Unlawful Consideration:
CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right, in its sole discretion, to terminate the Agreement without liability; to pay only for the value of the work actually performed; to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

ARTICLE XV
Prohibition of Expending COUNTY, State, or Federal Funds For Lobbying:

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal, or COUNTY appropriated funds have been paid or will be paid by or on behalf of CONSULTANT to any person for influencing or attempting to influence an officer

or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

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

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI
Non-Discrimination Clause and Statement of Compliance:

A. CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

G. The CONSULTANT, with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 -Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII
Debarment and Suspension Certification:

A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XVIII
Taxes: CONSULTANT certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by CONSULTANT to COUNTY. CONSULTANT agrees that it shall not default on any obligations to COUNTY during the term of this Agreement.

ARTICLE XIX
Standards for Work: All services rendered shall be performed in accordance with the guidelines set forth in the Caltrans Local Assistance Procedures and Safety Manual, the FHWA Manual on Uniform Traffic Control Devices (MUTCD), the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act), 23 Code of Federal Regulations (23 CFR), 49 Code of Federal Regulations (24) (49 CFR 24), Title VI of the 1964 Civil Rights Act, and all other applicable Caltrans, FHWA, state, and local public agency guidelines, federal, state, and local laws, including but not limited to, applicable provisions of the California Business and Professions Code, and accepted industry standards.

All of CONSULTANT's services and deliverables must adhere to current COUNTY, Caltrans, and federal requirements for project development and shall be made available to COUNTY and Caltrans for review and approval upon request by COUNTY's Contract Administrator.

CONSULTANT has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned.

Assistance, cooperation and oversight by COUNTY, Caltrans, FHWA, or other regulatory agencies will not relieve CONSULTANT of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE XX
Licenses: CONSULTANT hereby represents and warrants that CONSULTANT and any of its subconsultants employed under this Agreement has all the applicable licenses, including a California Traffic Engineering License, permits, and certifications that are legally required for CONSULTANT and its subconsultants, If applicable, to practice its profession or provide the services or work contemplated under this Agreement in the State of California. CONSULTANT and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXI
Ownership of Data:

A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by COUNTY.

B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 -Patent Rights under Government Contracts for federal-aid contracts).

E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXII

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

ARTICLE XXIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses and are determined to be reasonable for the completion of the project scope. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator. There shall be no change in CONSULTANT's Project Manager or subconsultants without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXIV

CONSULTANT to COUNTY: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further understood that this Agreement does not create an exclusive relationship between COUNTY and CONSULTANT, and CONSULTANT may perform similar work or services for others. However, CONSULTANT shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with CONSULTANT's responsibilities or hinder CONSULTANT's performance of services hereunder, unless COUNTY's Contract Administrator, in writing, authorizes that agreement or sharing of information.

No sums due pursuant to this Agreement shall be assigned, mortgaged or hypothecated in any respect without the express written consent of COUNTY's Contract Administrator. Notice of any such requested assignment or hypothecation shall be furnished promptly to the COUNTY's Contract Administrator.

ARTICLE XXV
Confidentiality:

A. CONSULTANT and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to COUNTY's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. CONSULTANT, and all CONSULTANT's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to COUNTY's Department of Transportation or to such person with COUNTY's consent for the purpose of, and in the performance of, this Agreement.

B. Permission granted by COUNTY to disclose information on one occasion or at public hearings held by COUNTY relating to this Agreement shall not authorize CONSULTANT or any subconsultants authorized under this Agreement, to further disclose such information or disseminate the same on any other occasion.

C. CONSULTANT and any subconsultants authorized under this Agreement shall not comment publicly to the press or any other media regarding this Agreement or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings, or in response to questions from COUNTY's Board of Supervisors.

D. CONSULTANT and any subconsultants authorized under this Agreement shall not issue any news release or public relations item of any nature, whatsoever, regarding services performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY and receipt of COUNTY's Contract Administrator's written permission.

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

F. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

G. As a requirement of COUNTY's use of Caltrans grant funds, CONSULTANT shall ensure public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

ARTICLE XXVI
Independent Contractor: The parties intend that an independent consultant relationship will be created by this Agreement. CONSULTANT is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. CONSULTANT exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to

the services or work to be performed under this Agreement during the course and scope of their employment by CONSULTANT. Those persons will be entirely and exclusively under the direction, supervision, and control of CONSULTANT.

COUNTY may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but COUNTY will not control or direct the manner, means, methods, or sequence in which CONSULTANT performs the work or services for accomplishing the results. CONSULTANT understands and agrees that CONSULTANT lacks the authority to bind COUNTY or incur any obligations on behalf of COUNTY.

CONSULTANT, including any subconsultant or employees of CONSULTANT, shall not receive, nor be eligible for, any benefits COUNTY provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. CONSULTANT shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. COUNTY is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes CONSULTANT. CONSULTANT shall not be subject to the work schedules or vacation periods that apply to COUNTY employees.

CONSULTANT shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that CONSULTANT provides for its employees.

CONSULTANT acknowledges that it has no authority to bind the COUNTY or incur any obligations on behalf of the COUNTY with regard to any matter and shall not make any agreements or representations on the COUNTY's behalf.

ARTICLE XXVII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any COUNTY department for

which services were contracted to be performed, pursuant to this paragraph in the sole discretion of COUNTY, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXVIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be in duplicate and addressed as follows:

To COUNTY:

County of El Dorado
Department of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: John Kahling
Deputy Director, Engineering

With a copy to:

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

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

Nichols Consulting Engineers, CHTD
501 Canal Boulevard, Suite 1
Port Richmond, California, 94804

Attn.: Margot Yapp
President

or to such other location as CONSULTANT directs.

ARTICLE XXIX

Change of Address: In the event of a change in address for CONSULTANT's principal place of business, CONSULTANT's Agent for Service of Process, or Notices to CONSULTANT, CONSULTANT shall notify COUNTY in writing as provided in ARTICLE XXVIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by COUNTY's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXX

Indemnity: To the fullest extent permitted by law, CONSULTANT shall reimburse the apportioned costs to defend at its own expense, indemnify, and hold the COUNTY harmless, its officers, and employees, agents, and volunteers, against and from any and all pure economic liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of

any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions to the extent caused by the gross negligence or willful misconduct of CONSULTANT or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONSULTANT to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778 and are limited by California Civil Code Section 2782.8.

The insurance obligations of CONSULTANT are separate, independent obligations under the Agreement, 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 Agreement.

In no event shall the cost to defend the charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.

ARTICLE XXXI

Insurance: CONSULTANT shall provide proof of a policy of insurance satisfactory to COUNTY's Risk Management Division and documentation evidencing that CONSULTANT maintains insurance that meets the following requirements:

A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONSULTANT as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage and a $2,000,000 aggregate limit. COUNTY, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

C. Automobile Liability Insurance of not less than $1,000,000 is required in the event motor vehicles are used by CONSULTANT in performance of the Agreement.

D. In the event CONSULTANT is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than $1,000,000.

E. CONSULTANT shall furnish a certificate of insurance satisfactory to COUNTY's Risk Management Division as evidence that the insurance required above is being maintained.

F. The insurance will be issued by an insurance company acceptable to COUNTY's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

G. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty

(30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the written approval of COUNTY's Risk Management Division, and CONSULTANT agrees that no work or services shall be performed prior to the giving of such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

H. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY; and

2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. CONSULTANT's insurance coverage shall be primary insurance in respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

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

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

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

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

N. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.

P. CONSULTANT shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide COUNTY with proof of same if requested.

ARTICLE XXXII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.

2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXIII

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

ARTICLE XXXIV

County Payee Data Record Form: All independent contractors or corporations providing services to COUNTY who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with COUNTY must file a County Payee Data Record Form with COUNTY.

ARTICLE XXXV

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

ARTICLE XXXVI
California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXVII
Compliance with Federal, State, and COUNTY Requirements: COUNTY is relying on federal assistance or grants, state funds, and COUNTY or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of COUNTY's use of federal, state, and COUNTY grant funds, COUNTY is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. CONSULTANT shall comply with all applicable provisions of federal, state, and COUNTY regulations, including those required by the FHWA grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs, and management of such funds

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

ARTICLE XXXVIII
Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 155 Highway 50, Suite 204, Stateline, Nevada 89449.

ARTICLE XXXIX
Covenant Against Contingent Fees: By executing this Agreement, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE XL
Design Standards: CONSULTANT shall perform all services under this Agreement and as described in Exhibit A, in conformance with applicable federal, state, and local design standards or other standards for work performance stipulated in ARTICLE XIX, Standards for Work.

ARTICLE XLI
Documentation: CONSULTANT shall document the results of its work to the satisfaction of COUNTY and if applicable, the State of California and the FHWA. This may include preparation

of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

ARTICLE XLII

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

(a) The copyright in any work developed under this Agreement; and

(b) Any rights of copyright to which CONSULTANT purchases ownership with grant support.

ARTICLE XLIII

Disadvantaged Business Enterprise (DBE) Considerations: CONSULTANT must give consideration to DBE firms as specified in 23 C.F.R. § 172.5(b) and in Appendix A to 49 C.F.R. Part 26. CONSULTANT shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and CONSULTANT shall take all necessary and reasonable steps for such assurance.

As applicable, DBE requirements will be discussed at the meeting or telephone conference held to determine the specific services required. COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's final invoice.

ARTICLE XLIV

Disadvantaged Business Enterprises (DBE) Participation:

A. CONSULTANT, COUNTY, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbesearch.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 C.F.R. § 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." CONSULTANTs who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 9.0%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment, attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidating damages; and/or

4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains COUNTY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without the authorization from COUNTY. Unless COUNTY's consent is provided, CONSULTANT shall not be entitled to any payment for work or material used unless it is performed or supplied by listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the bid.

COUNTY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.

3. Work requires a CONSULTANT's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent.

8. Listed DBE voluntarily withdraws with written notice from the contract.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.

11. COUNTY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provided the reasons and provide the DBE with five (5) days to respond to

the notice and advise CONSULTANT and COUNTY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

1. One of more of the reasons listed in the preceding paragraph.

2. Notices from CONSULTANT to the DBE regarding the request.

3. Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

COUNTY shall request CONSULTANT to:

1. Notify COUNTY's Contract Administrator or designated representative of any changes to its anticipated DBE participation

2. Provide this notification before starting the affected work

3. Maintain records including:

   - Name and business address of each 1st-tier subconsultant
   - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of their work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to COUNTY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Statue Change, Exhibit 17-O, form and submit the form to COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of contract acceptance. The COUNTY will withhold $10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

If COUNTY reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

G. DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier subconsultants" is submitted to COUNTY's Contract Administrator.

L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.

M. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime CONSULTANT shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

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

ARTICLE XLV

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

ARTICLE XLVI

Disputes:

A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Department of Transportation Director, or designee, which may consider written or verbal information submitted by CONSULTANT.

B. Not later than thirty (30) calendar days after completion of all work under the Agreement, CONSULTANT may request review by COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of any and all claims arising out of or related to the dispute and a bar to any further proceedings or legal or equitable remedy.

ARTICLE XLVII

Inspection of Work: CONSULTANT and any subconsultants, if any, authorized herein shall permit COUNTY, the State of California, and the FHWA, if federal participating funds are used in this Agreement, to review and inspect the project activities and files at all reasonable times during the performance period of this Agreement, including review and inspection on a daily basis.

ARTICLE XLVIII
Safety:

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY's Safety Officer and other COUNTY representatives. CONSULTANT's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction project sites.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that there are areas that may be within the limits of certain projects that are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

ARTICLE XLIX
Claims Filed by COUNTY's Construction Contractors:

A. If claims are filed by COUNTY's construction contractors relating to work performed by CONSULTANT's personnel or subconsultants, and additional information or assistance from CONSULTANT's personnel or subconsultants is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel and/or subconsultants available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel and subconsultants that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Any consultation or testimony that may be required by COUNTY will be reimbursed at the same rates that are being paid for CONSULTANT's personnel services under Exhibit B hereto, unless the construction contractor claims are covered in whole or in part by ARTICLE XXX, Indemnity, in which case no compensation will be paid.

C. Services of CONSULTANT's personnel or subconsultants in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

ARTICLE L
National Labor Relations Board Certification: In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE LI
Evaluation of CONSULTANT: CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

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

1. CONSULTANT shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.

2. Affirmative steps shall include:

   (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

   (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

   (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;

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

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

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

ARTICLE LIII
Environmental Compliance: CONSULTANT shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606); Section 508 of the Clean Water Act (33 U.S.C. § 1368); Executive Order 11738; Environmental Protection Agency regulations (2 C.F.R. Subtitle B, Chapter XV, Part 1532 (§ 1532.10 et seq.)); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE LIV
Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is John Kahling, Deputy Director, Engineering, Department of Transportation, or successor.

ARTICLE LV
Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE LVI
Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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

ARTICLE LVIII
No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE LIX
Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE LX
Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

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

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

--COUNTY OF EL DORADO--

By: Wendy Thomas Dated: 4-4-23

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyla Thyfault Dated: 4-4-23
Deputy Clerk

--NICHOLS CONSULTING ENGINEERS, CHTD.--

By: Margot Yapp Dated: 1/18/2023
Margot Yapp
President
"CONSULTANT"

By: Dated: 1/17/23
Gregory Fasiano
Corporate Secretary

Nichols Consulting Engineers, CHTD.

Exhibit A

Scope of Work

PROJECT DESCRIPTION

This project is identified within Tahoe Regional Planning Agency's (TRPA) Environmental Improvement Program as project #03.02.02.0085 and will construct approximately 1.2 miles of Class 1 shared-use path. The shared-use path begins at the south end terminus of Winnemucca Avenue, to the east on public lands owned by the Tahoe Resource Conservation District (known as Johnson Meadow) towards the Upper Truckee River, crossing the river and following the user trails towards the intersection of Sierra Boulevard and Barbara Avenue, crossing publicly-owned parcels by the City of South Lake Tahoe, South Tahoe Public Utility District, California Tahoe Conservancy, and the United States Department of Agriculture (USDA) Forest Service.

The proposed shared-use path will provide connections to existing and future Class 1 facilities in the area. For example, on the west end, there exists a short Class 1 segment between South Avenue and Winnemucca Avenue.

The Project builds upon the Sierra Boulevard Complete Streets Project (completed in 2019) and the South Tahoe Greenway Shared Use Trail Phase 2 (completed in 2021) at the corner of Sierra Boulevard and Barbara Avenue. This Project provides a critical link to the bicycle network between the Tahoe Valley Area Plan and bicycle network near the Tahoe Sierra neighborhood. The Project supports the *Linking Tahoe: Active Transportation Plan*[1] and the *Tahoe Valley Area Plan*. The Project proposes to install a pedestrian bridge over the Upper Truckee River to replace the old, unusable concrete bridge washed out during the winter in late 2017.

The project is by South Avenue and Barton Memorial Hospital on the west, U.S. Highway 50/ Lake Tahoe Blvd (US 50) on the north and Lake Tahoe Airport on the south and Sierra Boulevard on the east. The current total Project area is approximately 24.4 acres and encompasses City of South Lake Tahoe and COUNTY road Right-of-Way (ROW) and public parcels owned by City of South Lake Tahoe, South Tahoe Public Utility District, California Tahoe Conservancy, and the USDA Forest Service.

SCHEDULE AND DELIVERABLES

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT shall submit all deliverables in accordance with ARTICLE I, Scope of Services and as described in the Tasks, herein.

1 *Linking Tahoe: Active Transportation Plan* (Tahoe Regional Planning Agency/ Tahoe Metropolitan Planning Organization, 2016), 4-45.

Unless otherwise indicated below, CONSULTANT shall submit draft documents and reports to COUNTY's Contract Administrator for review and comment. CONSULTANT shall incorporate COUNTY's Contract Administrator comments into final documents or reports subject to agreement by CONSULTANT and COUNTY's Contract Administrator.

Draft deliverables shall be submitted in electronic MS Word format to the COUNTY's Contract Administrator unless otherwise stated. Final deliverables shall be submitted in PDF format to the COUNTY's Contract Administrator unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by COUNTY for all deliverables unless otherwise mentioned.

The timing of deliverables for a complex project such as this is dependent upon multiple variables from multiple agencies, therefore, completion times are approximate. However, in the event of unforeseen delays, significant adjustments to the completion times specified may only be made upon written approval of COUNTY's Contract Administrator.

The Scope of Work outlines key tasks and subtasks that are critical to the development of the Project.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT, MEETINGS, AND COORDINATION

CONSULTANT shall coordinate as requested with COUNTY to obtain or exchange data, develop design alternatives, and discuss scheduling implications of environmental regulations. Coordination shall be on an as-needed basis, as requested by COUNTY, to provide environmental support for the Project, including coordination with Caltrans to update the Project Description in the Preliminary Environmental Study (PES). CONSULTANT shall prepare draft and final monthly Progress Reports indicating portions of Tasks completed and upcoming Tasks scheduled to assist COUNTY with monitoring the Project's progress.

Activities:

- Attend up to five (5) meetings with COUNTY staff at COUNTY's request.
- Attend one (1) hour long teleconference with COUNTY and COUNTY's engineering consultant once a month for the duration of the Project.
- Coordinate with COUNTY and Caltrans staff to update the PES Project Description.
- Prepare monthly Progress Reports and submit to COUNTY for review and comment.
- Prepare final monthly Progress Reports, incorporating COUNTY's comments and submit to COUNTY.
- Attend one (1) Public Meeting in addition to COUNTY staff meetings.

Deliverables:

- Revised PES Project Description.
- Monthly Progress Reports.

Duration:

- Revised PES Project Description shall be submitted to Caltrans within one (1) week after receiving the fully executed Agreement from COUNTY.
- Monthly Progress Reports shall be submitted to COUNTY monthly for the duration of the Project.

TASK 2: AREA OF POTENTIAL EFFECT MAP

CONSULTANT shall prepare draft and final versions of the Area of Potential Effect (APE) map for approval by USDA Forest Service – Lake Tahoe Basin Management Unit (USFS-LTBMU) and Caltrans. The APE map shall conform to Caltrans Local Assistance Procedures Manual (LAPM) standards and definitions and meet the needs of both Caltrans and USFS-LTBMU. Caltrans will hold the final determination of the APE map.

Activities:

- Based on the Project layout maps previously created for the PES provided by COUNTY, CONSULTANT shall coordinate with COUNTY to determine an appropriate APE. The APE boundary may include consideration for both direct and indirect impacts.
    - The direct or archaeological APE boundary takes into consideration both horizontal and vertical disturbance proposed by the Project. The indirect or built environment APE boundary takes into consideration potential indirect effect to architectural features, should any be identified within or adjacent to the direct APE boundary.
    - If Caltrans conducts a PES for this Project, Caltrans will inform CONSULTANT which studies need to be performed that will inform the development of the APE.
    - CONSULTANT shall work with the USFS-L TBMU and Caltrans to determine the need and extent of an indirect APE boundary.
- Prepare Draft APE map and submit to COUNTY, USFS-LTBMU, and Caltrans for review and comment.
- Prepare Final APE map incorporating comments by COUNTY, USFS-LTBMU, and Caltrans, then resubmit to all parties for approval.

Deliverables:

- Draft APE map.
- Final APE map.

Schedule:

- Draft APE map shall be submitted concurrently to COUNTY, USFS-L TBMU, and Caltrans within two (2) weeks after receiving the fully executed Agreement from COUNTY.
- Final APE map shall be summited to COUNTY, USFS-L TBMU, and Caltrans within two (2) weeks after receipt of COUNTY, USFS-L TBMU, and Caltrans comments on Draft APE map.

Assumption:

- Caltrans will only require a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) for this Project.

TASK 3: DELINEATION OF WATERS OF THE UNITED STATES AND WETLAND ASSESSMENT

CONSULTANT shall conduct fieldwork and prepare draft and final Delineation of Waters of the United States Reports using the APE as the study limits. The report shall include all minimum requirements of the U.S. Army Corps of Engineers (USACE) (i.e., *Minimum Standards for Acceptance of Preliminary Wetland Delineations*, dated November 30, 2001) to support verification by the USACE as part of the permitting process (see Task 10, Permit Applications). The delineation shall consist of the following work:

- Review of aerial photographs and topographic maps to identify potential water and wetland features in the APE;
- Review of soils, stream data, and vegetation information to describe conditions in the APE; and,
- Fieldwork to record and delineate the boundaries of wetlands and other waters in the APE.

The report shall describe and quantify Waters of the United States in the APE, and the information contained in the report shall be summarized in the Natural Environment Study (NES) and Initial Study/Mitigated Negative Declaration (IS/MND) or Environmental Impact Report.

Activities:

- Review base maps and relevant data to identify potential waters and wetlands in the APE.
- Conduct fieldwork to delineate and map Waters of the United States, including wetlands, in the APE.
- Prepare a draft Delineation of Waters of the United States Report and submit to COUNTY and USFS-LTBMU for review and comment.
- Incorporate comments, if any, and prepare a final Delineation of Waters of the United States Report and submit to COUNTY and USFS-LTBMU.

Deliverables:

- Draft Delineation of Waters of the United States Report (electronic, MS Word, and PDF formats).
- Final Delineation of Waters of the United States Report (electronic, MS Word, and PDF formats; up to two [2] hard copies) shall be submitted to COUNTY and USFS-L TBMU within two (2) weeks after receipt of COUNTY and USFS-LTBMU comments on draft Delineation of Waters of the United States Report.

Schedule:

- Fieldwork shall be conducted within two (2) weeks after the APE boundary is confirmed by COUNTY and Caltrans, weather permitting.
- The draft Delineation of Waters of the United States Report shall be submitted to COUNTY and USFS-LTBMU for review within one (1) month after completion of fieldwork.
- The final Delineation of Waters of the United States Report shall be submitted to COUNTY and USFS-LTBMU with the NES.

Assumptions:

- Fieldwork for the delineation shall require no more than one (1) day and shall be conducted at the same time as the reconnaissance-level biology survey (see Task 5).
- Any necessary rights-to-enter will be obtained by COUNTY prior to fieldwork.
- The *Minimum Standards for Acceptance of Preliminary Wetland Delineations*, dated November 30, 2001 have been superseded by the *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*, January 2016. CONSULTANT shall follow the January 2016 minimum standards.
- Minimal revisions to the draft Delineation of Waters of the United States Report shall be necessary to produce the final draft report.
- No meetings shall be necessary to complete the Delineation of Waters of the United States Report; attendance at a site verification visit with the USACE, if necessary, is included under Task 10.

TASK 4: SIERRA NEVADA YELLOW-LEGGED FROG SITE ASSESSMENT REPORT

CONSULTANT shall facilitate resource agency permit related coordination with the United States Fish and Wildlife Service (USFWS) and USFS-LTBMU to document Federal Endangered Species Act (FESA) compliance. The Project is located in the range of the Sierra Nevada yellow-legged frog (SNYLF), a federally-listed threatened species. CONSULTANT shall conduct a site assessment for the SNYLF, which based on preliminary guidance from the Reno Fish and Wildlife office (USFWS biologist), shall include a visual encounter survey (VES) following the USFWS protocol. The VES shall include the Project area and a ninety-four foot (94') buffer along the perennial Upper Truckee River. CONSULTANT shall use the results of the site assessment to prepare draft and final versions of the SNYLF Site Assessment Report (Technical Memo) to

submit to the USFWS and USFS-LTBMU for assistance in Section 7 consultation and to determine next steps for completing the Section 7 consultation.

Activities:

- Conduct background research and conduct field work for SNYLF site assessment (One [1] VES taking up to one [1] full day).
- Prepare Draft SNYLF Technical Memo and submit to USFWS, USFS-LTBMU, and COUNTY for review and comment.
- Prepare Final SNYLF Technical Memo, incorporating comments from USFWS, USFS-L TBMU, and COUNTY.
- Submit Final SNYLF Technical Memo to Caltrans and COUNTY.

Deliverables:

- Draft SNYLF Technical Memo.
- Final SNYLF Technical Memo, including five (5) copies (four [4] bound and one [1] unbound).

Schedule:

- Draft SNYLF Technical Memo shall be submitted within four (4) weeks after receiving the fully executed Agreement from COUNTY.
- Final SNYLF Technical Memo shall be submitted to COUNTY and Caltrans within two (2) weeks after receipt of USFWS, USFS-LTBMU, and COUNTY's comments.

TASK 5: BIOLOGICAL ASSESSMENT

CONSULTANT shall conduct a reconnaissance-level survey of the biological study area (BSA), which may be larger than the APE to characterize habitats, identify potential breeding or other habitat for the SNYLF, and assess the potential for federally listed, candidate, or proposed plant or wildlife species to be found in or use the habitats in or near the APE. A desktop review of aerial photographs, topographic maps, and data on special-status species shall also be conducted to assess the potential for the SNYLF or other federally listed or candidate species to occur in or near the BSA. This information shall be used to prepare a Biological Assessment (BA) to evaluate Project-related impacts on federally listed species (only the Sierra Nevada yellow-legged frog is expected to be addressed) and support consultation between federal lead agency and the USFWS under Section 7 of the Endangered Species Act, including responding to questions or information requests from USFWS. Mitigation or conservation measures shall be identified in the BA to avoid or reduce potential adverse impacts on federally listed species. The BA shall be prepared in compliance with USFS-LTBMU requirements (e.g., as revised in accordance with recent USFWS checklist; Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports [March 1997]) and in close coordination with the USFS-LTBMU biologist.

Activities:

- Review background information and relevant data to assess the potential for federally listed or candidate species to occur in or near the BSA.
- Conduct fieldwork to characterize habitats and record incidental observations of special-status plants and wildlife in the BSA.
- Respond to questions or information requests from USFWS during consultation process.
- Prepare draft BA and submit to COUNTY's Contract Administrator for review.
- Incorporate comments and submit revised draft BA to USFS-LTBMU and COUNTY's Contract Administrator.
- Prepare final BA, incorporating federal lead agency comments, and submit to USFS-LTBMU for submittal to USFWS.

Deliverables:

- Draft BA (electronic, MS Word and pdf formats).
- Revised draft BA (electronic, MS Word and pdf formats; up to two [2] hard copies if requested by USFS-LTBMU).
- Final BA (electronic, pdf format; up to five [5] hard copies).

Schedule:

- Fieldwork shall be conducted within two (2) weeks after BSA boundary is confirmed by COUNTY and USFS-LTBMU, weather permitting.
- The draft BA shall be submitted to COUNTY's Contract Administrator for review within one (1) month after completion of fieldwork.
- The revised draft BA shall be submitted to COUNTY and USFS-LTBMU for review within one (1) week after receipt of comments from COUNTY.
- The final BA shall be submitted to COUNTY and USFS-LTBMU for USFWS submittal within one (1) week after receipt of comments from USFS-LTBMU.

Assumptions:

- Based on preliminary guidance from the USFWS biologist, the SNYLF site assessment shall consist of a VES following the USFWS protocol and covering the Project area and a ninety-four foot (94') buffer along the perennial Upper Truckee River.
- Fieldwork for the BA shall require no more than one (1) day and shall be conducted at the same time as the delineation. The fieldwork shall be conducted by one (1) qualified staff in a twelve (12) hour field day or less.
- No federally listed or proposed plants are expected to occur in the BSA, and only the SNYLF is expected to be addressed in the BA.
- Minimal revisions to the draft report shall be necessary to produce the revised draft and final reports.
- No meetings shall be necessary to complete the BA.
- Any necessary rights-to-enter will be obtained by COUNTY prior to fieldwork.

- USFS-LTBMU or federal lead agency will coordinate directly with USFWS during the consultation process. USFS-LTBMU may also coordinate directly with USACE to request a letter stating that USFS-LTBMU can serve as the federal lead for Endangered Species Act (ESA) compliance on behalf of USACE.

TASK 6: ARCHAEOLOGICAL SURVEY REPORT (ASR) AND HISTORIC PROPERTY SURVEY REPORT (HPSR)

CONSULTANT shall conduct field surveys and prepare draft and final versions of a HPSR and an ASR to address requirements of Section 106 of the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), and the 2014 Caltrans First Amended Programmatic Agreement with the Federal Highways Administration (Caltrans PA). The HPSR serves as the cover document providing summary results of the ASR. The ASR shall follow the Caltrans ASR format and content guide, including a Project description, area of potential effect definition, Native American consultation (in compliance with AB52 policy), background context, field methods, findings, and conclusions. The ASR presents information that pertains to the direct APE only.

Activities:

- Conduct a record search at the North Central Information Center (NCIC).
- Review historic maps and aerials, as well as soils and geology maps.
- Consult with Native Americans and Historical Organizations in accordance with Section 106 and AB52.
- Conduct a cultural resources survey using the Caltrans approved area-of-potential effects.
- Sites and isolates shall be recorded on Department of Parks and Recreation (DPR) 523 Primary Record forms, photographed, and position data gathered with a hand-held GPS unit. The budget assumes the identification of up to two (2) cultural resources during the survey.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare Draft ASR and Draft HPSR for COUNTY review and comment.
- Prepare Final ASR and Final HPSR, incorporating COUNTY's comments and submit to COUNTY and Caltrans.

Deliverables:

- Draft ASR and Draft HPSR.
- Final ASR and Final HPSR, including five (5) hard copies (four [4] bound and one [1] unbound).

Duration:

- Draft ASR and Draft HPSR shall be submitted to COUNTY within nine (9) weeks after receiving the fully-executed Agreement and receipt of 35% PS&E from COUNTY.
- Final ASR and Final HPSR shall be submitted to COUNTY and Caltrans within two (2) weeks after receipt of COUNTY's comments.

TASK 7: NATURAL ENVIRONMENT STUDY (NES)

CONSULTANT shall conduct an assessment of special-status plant and wildlife species and prepare a NES Report in accordance with Caltrans requirements (NES template dated June 30, 2014; *Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports* [March 1997]). The NES shall include a map depicting the biological study area, description of the Project from Task 1, a summary of the Delineation of Waters of the United States from Task 3, a characterization of the vegetation communities or habitats in the APE (i.e., biological study area) based on fieldwork conducted for Task 5, a summary of the BA and consultation process from Task 5, a discussion of special-status species with potential to occur in the APE, and an analysis of impacts on sensitive biological resources (e.g., special-status species, Waters of the United States, Waters of the State, or riparian habitat), including identification of appropriate mitigation measures. The California Natural Diversity Database (CNDDB), California Native Plant Society online inventory, USFWS list of federally listed species in COUNTY, and California Wildlife Habitat Relationships system shall be reviewed to identify special-status species with potential to occur in the APE and describe the habitats and species requirements. The NES shall also include a discussion of invasive plants or noxious weeds present in the APE or with potential to be spread into the APE during construction.

The USFS has created an Invasive Species Program to "reduce, minimize, or eliminate the potential for introduction, establishment, spread, and impact of invasive species across all landscapes and ownerships." A USFS - Invasive Plant Risk Assessment (IPRA) report will be required by the USFS-L TBMU for the Project site. CONSULTANT shall conduct a site visit to locate and identify invasive plants found within the Project area and prepare an IPRA.

Activities:

- Review background information on biological resources, such as CNDDB and USFWS lists.
- Assess the potential for special-status plant and wildlife species to occur in or near the APE.
- Conduct a single-visit botanical survey during the spring, if timing allows.
- Prepare draft NES and submit to COUNTY's Contract Administrator.
- Incorporate comments from COUNTY regarding draft NES, draft IPRA, prepare revised draft NES and draft IPRA, and submit to USFS-LTBMU and COUNTY.
- Incorporate comments from USFS-LTBMU and prepare final NES and final IPRA.

- Submit final NES to USFS-LTBMU for signature with copy to COUNTY.

Deliverables:

- Draft NES (electronic, MS Word and PDF formats).
- Revise draft NES and IPRA (electronic, MS Word and PDF formats; up to two [2] hard copies if requested by USFS-LTBMU).
- Final NES for USFS-LTBMU signature (electronic, PDF format; up to five [5] hard copies).

Duration:

- The draft NES shall be submitted to COUNTY for review within two (2) weeks after completion Section 7 consultation.
- The revised draft NES shall be submitted to USFS-LTBMU or the federal lead agency for review within one (1) week after receipt of comments from COUNTY.
- The final NES shall be submitted to USFS-LTBMU for signature within one (1) week after receipt of comments from USFS-LTBMU.

Assumptions:

- Fieldwork for the BA shall provide sufficient information to conduct a special status species assessment and describe habitats. If timing allows (i.e., in spring), a supplemental botanical survey shall be conducted to compile a list of plants found in the APE. CONSULTANT anticipates conducting the Task 3 and Task 5 field work in the spring/summer of 2019. A supplemental botanical survey may be needed in the fall of 2019. This supplemental botanical survey shall be conducted by a Staff Scientist.
- CONSULTANT shall conduct a site visit to document the presence of invasive weeds for the IPRA report. This site visit shall be conducted by a qualified staff in one (1), ten (10) hour day. Any necessary rights-to-enter will be obtained by COUNTY prior to fieldwork.
- COUNTY will provide data on tree locations and trees to be removed for the Project.
- Protocol surveys for special-status species are not included in this Scope of Work.
- The draft NES shall be submitted to USFS-L TBMU and COUNTY after Section 7 consultation is complete (see Task 5).
- Minimal revisions to the draft report NES and IPRA shall be necessary in response to comments to produce the revised draft NES and IPRA and final NES and IPRA.
- No meetings shall be necessary to complete the NES and IPRA.

TASK 8: VISUAL RESOURCES TECHNICAL MEMORANDUM

CONSUL TANT shall prepare draft and final versions of the Visual Resources Technical Memorandum to evaluate the Project's potential to result in adverse impacts to existing visual resources and visual character in the Project area. CONSULTANT shall prepare the Visual Resources Technical Memorandum in accordance with FAA, FHWA, Caltrans, and Caltrans Local Assistance Guidelines. The Memorandum shall include analysis (e.g., Scenic Integrity Objectives and Scenic Stability Ratings and the Built Environment Standards and Guidelines) required by the LTBMU Forest Plan for projects located on National Forest Lands and shall address applicable guidance from the TRPA Regional Plan. The Visual Resources Technical Memorandum may identify that an Abbreviated Visual Impact Assessment (VIA), which is prepared by a Landscape Architect, is required. CONSULTANT shall prepare a VIA checklist to identify the specific needs of the Draft and Final VIA.

Activities:

- Prepare Draft VIA Checklist and Draft Visual Resources Technical Memorandum and submit to COUNTY for review and comment.
- Prepare Final VIA Checklist and Visual Resources Technical Memorandum, incorporating Caltrans' and/or City of South Lake Tahoe Airport Manager comments and submit to USFS-LTBMU and COUNTY, as applicable.

Deliverables:

- Draft VIA Checklist.
- Draft Visual Resources Technical Memorandum.
- Final VIA Checklist and Final Visual Resources Technical Memorandum.

Duration:

- Draft and Final Draft VIA Checklist and Visual Resources Technical Memorandum shall be submitted concurrently with CEQA document completed in Task 9 below.
- Final VIA Checklist and Final Visual Resources Technical Memorandum shall be submitted within two (2) weeks after receipt of USFS-LTBMU and COUNTY comments on the drafts.

TASK 9: NEPA CATEGORICAL EXCLUSION (CE) AND CEQA IS/MND

CALTRANS will be responsible for preparing its NEPA document, which is expected to be a NEPA CE. CONSULTANT shall coordinate with Caltrans and USFS-LTBMU for NEPA CE documentation, including wetlands only practicable findings, floodplains only practicable findings, and other findings, as applicable.

The technical studies and agency coordination that satisfy NEPA also support CEQA. It is anticipated that an IS/MND under this work plan shall be sufficient CEQA documentation for the Project. Upon determination of the appropriate CEQA document, CONSUL TANT shall prepare an Administrative Draft CEQA document and TRPA Initial Environmental Checklist/Finding of No Significant Effect (IEC/FONSE) for COUNTY

review and comment, incorporate COUNTY's comments, and prepare the Public Review Draft CEQA document. Upon completion of the public review period, CONSULTANT shall prepare draft and final responses to any public comments received and prepare the Draft Mitigation Monitoring and Reporting Program (MMRP) for COUNTY's review and comment. CONSULTANT shall prepare the Final CEQA document and Final MMRP using COUNTY's format. Once the Final CEQA document is approved by COUNTY, CONSULTANT shall prepare draft and final versions of the Notice of Completion and Notice of Intent to Adopt (NOI). This task includes the printing, circulating, and mailing of the CEQA document and shall be considered complete when COUNTY's Board adopts the CEQA document. If it is determined that an Environmental Impact Report (EIR) is the appropriate CEQA document, this Agreement and any Task in this Exhibit A may be amended if needed to provide for the preparation of an EIR. A decision that an EIR is the appropriate CEQA document may be made prior to preparation of an IS/MND or after preparation and public review of an IS/MND.

Activities:

- Determine Project impacts and evaluate impact significance based on COUNTY's standards of significance using the technical studies conducted in the Tasks above.
- Describe mitigation measures to reduce the significance of impacts.
- Prepare a CEQA document recommendation to COUNTY, anticipated to be an IS/MND.
- Prepare Draft NOI and submit to COUNTY for review and comment.
- Prepare Final NOI, incorporating COUNTY's comments and submit to COUNTY to post with COUNTY's Recorder Clerk's Office and publish in a newspaper of record.
- Prepare Administrative Draft CEQA document, IEC/FONSE and Draft MMRP and submit to COUNTY and TRPA for review and comment.
- Prepare Public Review Draft CEQA document, IEC/FONSE, incorporating COUNTY's comments and submit to COUNTY for distribution to public and State Clearinghouse.
- Prepare Draft Responses to comments received on the Public Review Draft CEQA document and submit to COUNTY for review and comment.
- Prepare Draft MMRP and submit to COUNTY for review and comment.
- Prepare Final Responses to comments received on the Public Review Draft CEQA document and submit to COUNTY.
- Prepare Final CEQA document, incorporating COUNTY's comments and submit to COUNTY.

Deliverables:

- CEQA document recommendation, anticipated to be an IS/MND.

- Administrative Draft CEQA document, which is anticipated to be an IS/MND and IEC/FONSE (electronic, MS Word, and PDF formats).
- Public Review Draft CEQA document and IEC/FONSE with MMRP, including five (5) hard copies (four [4] bound and one [1] unbound) for public circulation.
- Final CEQA document with response to comments, which is anticipated to be an IS/MND.
- Draft and Final Notice of Completion and NOI.
- Draft and Final MMRP.
- Draft and Final Responses to public comments received for use in COUNTY's
- Staff Report (letter or email).

Duration:

- Administrative Draft CEQA document shall be submitted to COUNTY within six (6) weeks after the Final NES, BA, Cultural Reports, and Technical Studies have been approved by CALTRANS and/or USFS-LTBMU.
- Public Review Draft CEQA document shall be submitted to COUNTY within two (2) weeks after receipt of COUNTY's comments on the Draft CEQA document.
- Final CEQA document, with responses to public comments received, shall be submitted to COUNTY within two (2) weeks after completion of public review period.
- Draft NOI shall be submitted to COUNTY within one (1) week after completion of Final CEQA document.
- Final NOI shall be submitted within one (1) week after COUNTY comments, if any.
- Draft MMRP shall be submitted to COUNTY concurrent with the Draft CEQA document.
- Final MMRP shall be submitted to COUNTY concurrent with the Final CEQA document.
- Draft Responses to public comments received shall be submitted to COUNTY within two (2) weeks after public circulation of the Draft CEQA document.
- Final Responses to public comments received shall be submitted to COUNTY within one (1) week after COUNTY comments, if any.
- Deadlines may be adjusted and agreed to in writing if the preparation of an EIR is required.

Assumptions:

- The appropriate CEQA document will be an IS/MND, and the duration and not to exceed amount of this agreement may require amendment if an EIR is required.

- Alternatives shall not be analyzed in the IS/MND. It is possible that the document will include a description of alternatives considered, but rejected from further review.
- No unmitigable impacts shall be identified during the impact analysis.
- Technical studies shall be in draft format before submitting the administrative draft IS/MND and IEC/FONSE for review. Draft technical studies shall be adequate to incorporate into the IS/MND and IEC/FONSE with minimal changes anticipated after Caltrans review.
- No fieldwork (beyond that identified in Task 4) or meetings shall be necessary for preparation of the administrative draft IS/MND and IEC/FONSE.
- COUNTY is responsible for all other public noticing for the draft IS/MND review period.
- Comments on the administrative draft IS/MND shall not require additional fieldwork, technical studies, or substantial new analyses.
- No public meetings are anticipated during the public review period. No in-person meetings are necessary for preparation of the draft IS/MND and IEC/FONSE.
- COUNTY will provide a distribution list for the hard copies of the public draft IS/MND and IEC/FONSE, which CONSULTANT shall mail using standard US mail unless otherwise requested.

TASK 10: PERMIT APPLICATIONS

The environmental permit applications are prepared after the CEQA and NEPA documents are approved. CONSULTANT shall prepare draft and final applications for a Section 404 Nationwide Permit (NWP) from USACE, a Section 401 Water Quality Certification (WQ Cert) from the RWQCB, and a Fish and Game Code (FGC) Section 1602 Lake and Streambed Alteration Program (LSA) from CDFW, if applicable. Conceptual mitigation included in the NES, BA, and CEQA Environmental Document shall support the permit applications. CONSULTANT shall coordinate as necessary with the applicable agencies to obtain the permits on COUNTY's behalf and COUNTY will provide application fees. This task shall be considered complete once the environmental permits are obtained.

CONSULTANT shall prepare draft and final versions of the Environmental Commitments Record (ECR) for the biological and cultural phases of the Project and respond to COUNTY and/or Contractor questions about the ECR. The ECR for the Project shall contain avoidance, minimization, and mitigation requirements from the Final CEQA and Final NEPA documents and permits.

COUNTY will be responsible for preparing the contract bid documents. CONSULTANT shall coordinate with COUNTY and prepare draft and final versions of a Memorandum of Concurrence of the bid documents to verify that environmental and regulatory conditions have been addressed in the contract bid package.

Activities:

- Prepare Draft Section 404 NWP, Section 401 WQ Cert, and FGC 1602 LSA permit applications and coordinate with the appropriate regulatory agency

(USACE, RWQCB, and CDFW). Submit draft applications to COUNTY for review and comment.

- Prepare Final Section 404 NWP application and submit to COUNTY and USACE.
- Prepare Final Section 401 WQ Cert application and submit to COUNTY and RWQCB.
- Prepare Final FGC 1602 LSA application and submit to COUNTY and CDFW.
- Review COUNTY's PS&E package and bid documents relative to requirements set forth in the necessary permits.
- Prepare draft Memorandum of Concurrence of the bid documents with environmental and regulatory compliance. Submit to COUNTY for review and incorporate comments. Prepare final Memorandum of Concurrence of bid package with environmental and regulatory compliance. Submit to COUNTY.
- Prepare draft ECR and submit to COUNTY for review and comment.
- Prepare final ECR, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Draft Section 404 NWP, Section 401 WQ Cert, and FGC 1602 LSA permit applications.
- Final Section 404 NWP, Section 401 WQ Cert, and FGC 1602 LSA permit applications.
- Draft and Final Memorandum of Concurrence.
- Draft and Final ECR.

Duration:

- Draft Section 404 NWP, Section 401 WQ Cert, and FGC 1602 LSA permit applications shall be submitted to COUNTY within six (6) weeks after CEQA document is approved and NEPA CE is obtained.
- Final Section 404 NWP, Section 401 WQ Cert, and FGC 1602 LSA permit applications shall be submitted to COUNTY and appropriate agencies within two (2) weeks after COUNTY's review and comment.
- Draft and Final Memorandum of Concurrence shall be submitted to COUNTY within two (2) weeks after receipt of 95% PS&E from COUNTY.
- Draft ECR shall be submitted to COUNTY within four (4) weeks after receipt of permits.
- Final ECR shall be submitted to COUNTY within two (2) weeks after receipt of COUNTY's comments.

Assumptions:

- Required submittals shall be submitted to the USACE within one (1) year after completion of the delineation report.
- Any revisions to the delineation map shall be minimal and shall require less than two (2) hours to prepare the final map.

- Up to one (1) site visit/meeting with USACE shall be necessary during the verification and permitting process. No other field visits shall be necessary.
- Mitigation shall be achieved through purchase of credits at a conservation bank or another means identified by USACE; no Project-specific wetland mitigation plan or restoration plan is included in this scope of work.
- Consultations initiated by Caltrans shall be sufficient for USACE permitting process and no additional analyses, evaluations, fieldwork, resource agency coordination, or documentation shall be needed to support USACE consultations.
- COUNTY's CEQA process fully meets the needs of Lahontan RWQCB for documentation of compliance with CEQA. Any additional work related to CEQA is excluded from this scope of work.
- Any revisions to the draft application shall be minimal and shall require less than two (2) hours to produce the final application.
- Up to two (2) meetings shall be necessary during the application process.
- An LSA Standard Agreement shall be required if the proposed bridge does not entirely span the bed, channel, or bank of the Upper Truckee River.

TASK 11: GEOLOGIC SITE REVIEW/ FIELD EXPLORATION AND SUBSURFACE INVESTIGATION

CONSULTANT shall review geological maps, seismic literature, and available soil logs and information obtained pertaining to the vicinity of the proposed bridge. Research shall include a review of published geologic maps and fault hazard reports to establish the presence of documented geologic hazards at the site. Existing geotechnical reports for other projects in the area shall be reviewed, as available, to supplement information obtained during this investigation. CONSULTANT shall perform a record search to obtain readily available published geologic, hydrogeologic, and geotechnical data for the Project area and near vicinity. The soils within the Project area are mapped by California Geological Survey as Tahoe glacial till deposits consisting of unconsolidated boulder till with weathered matrix and locally may include outwash deposits with boulder to cobble gravel, sand, and silt soil matrix. An initial site visit shall be performed by CONSULTANT to perform a reconnaissance of the Project site to become familiar with Project site conditions. CONSULTANT shall conduct geologic site review/field exploration to observe, identify, and map the existing geologic features/units exposed along the Project alignment and to plan the field explorations.

CONSULTANT shall mark the site for utility clearance by Underground Service Alert (USA) prior to exploration. CONSULTANT shall meet with COUNTY representatives and/or USA subscribers to verify the location of existing underground utilities and relocate proposed boring/coring locations as necessary. CONSULTANT shall review the existence of observable obstacles to drilling. With COUNTY's coordination, CONSULTANT shall obtain TRPA and public/ private property permission, COUNTY encroachment permit, and COUNTY Environmental Management Department permit,

as necessary. Where necessary, CONSULTANT shall obtain a well/drilling permit from COUNTY Environmental Management Department for exploration borings. CONSULTANT shall submit a soil/hydrologic scoping report application to TRPA with needed fees to obtain a permit for the test pit explorations. CONSULTANT shall coordinate the test pit exploration time with TRPA so that the exploration can be examined by TRPA personnel. Site exploration shall be performed via advancing two (2) borings and up to ten (10) test pits as detailed below. The borings shall be advanced on either side of Upper Truckee River near the proposed bridge abutment locations and each boring shall extend up to forty (40) feet below the existing ground surface. The borings shall be advanced outside the limits of the River.

In addition, up to ten (10) backhoe test pits shall be advanced along the shared-use path alignment. Most of the test pits (up to six [6]) shall be advanced in the bike path alignment where significant grading is expected. The remaining test pits shall be advanced along the additional, optional bike path segments noted above. Test pits shall be advanced to a maximum depth of fifteen feet (15') below the existing ground surface. CONSULTANT shall coordinate with TRPA to examine test pits. Test pits shall be backfilled immediately after the exploration with loosely-placed soil and the area re-graded to the extent possible with equipment on hand (or grouted as required by COUNTY Environmental Management Department). Material encountered during exploration shall be logged in the field by CONSULTANT's geotechnical personnel (either professional engineer or professional geologist). If groundwater is encountered, CONSULTANT shall measure and test representative samples in their laboratory.

Activities:

- Research and review Project site.
- Conduct geologic site review/field exploration to observe, identify, and map the existing geologic features/units exposed along the Project alignment and to plan the field explorations.
- Mark the site for utility clearance by Underground Service Alert (USA) prior to exploration.
- Advance borings and test pits.
- Log material encountered during exploration and test representative samples.

Deliverables:

- Results and findings of the laboratory testing shall be included in the Draft and Final Geotechnical Design Reports (Task 13).

Duration:

- Complete the geologic site review/ field exploration and subsurface investigation within four (4) weeks after receiving the fully executed Agreement from COUNTY.

TASK 12: LABORATORY ANALYSIS

CONSULTANT shall perform geotechnical laboratory tests on selected soil samples to evaluate the engineering and index properties of the site materials. Testing shall include but not be limited to moisture density/maximum density, Atterberg Limit, unconfined compressive strength, and other testing as determined necessary by COUNTY after field sample collections have been evaluated. One (1) soil corrosivity test shall be performed of near surface materials at the bridge location. Table 1 summarizes the laboratory testing schedule.

Table 1. Laboratory Test Schedule

Laboratory Testing	Number of Tests
Moisture content	8
Gradation/sieve analysis	8
Atterberg Limits	8
Direct shear tests	2
R-value Tests	2
Corrosion test for bridge site (chemical testing for pH, redox, resistivity, and water soluble sulfates and chlorides, etc.)	1

Activities:

- Geotechnical laboratory tests.

Deliverables:

- Results and findings of the laboratory testing shall be included in the Draft and Final Geotechnical Design Reports (Task 13).

Duration:

- Complete the laboratory testing within two (2) weeks from the completion of the work under Task 11.

TASK 13: SUBSURFACE INVESTIGATION REPORT

Upon completion and acceptance by COUNTY of the field and laboratory work under Tasks 11 and 12, CONSULTANT shall perform geotechnical engineering analyses that are necessary to develop geotechnical design recommendations for the Project, including bridge foundations. CONSULTANT shall analyze all field exploration, mapping data and research findings in order to develop conclusions and recommendations that shall result in the Geotechnical Design Report, in accordance with Caltrans standards. CONSULTANT shall prepare and submit a Draft Geotechnical Design Report to COUNTY for review and comment. CONSULTANT shall incorporate or address comments from COUNTY into the Final Geotechnical Design Report.

Activities:

- Geotechnical engineering analyses.
- Draft and Final Geotechnical Design Report.

Deliverables:

- Draft Geotechnical Design Report (PDF).
- Final Geotechnical Design Report, including three (3) hard copies (two [2] bound and one [1] unbound) and in PDF format.

Duration:

- Draft Geotechnical Design Report within four (4) weeks of the completion of work under Task 11.
- Final Geotechnical Design Report within one (1) week of receipt of COUNTY's comments, if any, on the Draft Geotechnical Design Report.

TASK 14: DESIGN REVIEW AND CONSULTATION

CONSULTANT shall review the structures foundation design prepared by COUNTY with respect to geotechnical consideration and shall provide additional consultation to COUNTY regarding any questions of geotechnical conditions or foundation design issues which may arise during the design phase. CONSULTANT shall provide structures foundation design consultation to COUNTY via phone and/or email. CONSULTANT's geotechnical engineer's staff time shall not exceed a total of sixteen (16) hours for this geotechnical review/consultation task after issuing the final geotechnical report.

CONSULTANT shall prepare a written summary of review comments, recommendations, and/or responses pertaining to structures foundation design or geotechnical issues.

Activities:

- Design consultation.
- Written summary.

Deliverables:

- Written summary of review comments, recommendations, or responses to the geotechnical consideration of COUNTY's plans or COUNTY's questions pertaining to the structures foundation design, submitting three (3) hard copies and one (1) electronic copy.

Duration:

- Written summary of review comments within two (2) weeks of receipt of the structures foundation plans.
- Respond to any specific design inquiry from COUNTY within two (2) weeks of the inquiry.

OPTIONAL SERVICES

Optional Services may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by COUNTY's Contract Administrator to the furtherance of the Project. The specific services for each optional services assignment shall be identified in individual Work Orders, if any.

Optional Services will only be assigned If there is funding available from the budget for the tasks listed herein.

Nichols Consulting Engineering, CHTD

Exhibit B

Rate Schedule

Item	Rate
Labor	
Principal	$79.54 - $92.89 / hour
Associate	$57.95 - $64.4 / hour
Senior	$45.73 - $70.2 / hour
Staff	$26.44 - $37.77 / hour
Technical	$39.65 - $42.89 / hour
Project	$28.03 - $30.32 / hour
Salaries and Expenditures	
*Annual Salary Escalation	4%
**Mileage Expenses	
Other Direct Costs	At Cost

Fringe Benefit	108.13%
Overhead Rate	106.40%
Fee (Profit)	10.00%

* The hourly rates may be adjusted to a maximum of four percent (4%) increase per year and shall require written approval and acceptance by COUNTY's Contract Administrator prior to the new rates becoming effective. Any rate increases authorized by COUNTY's Contract Administrator shall not increase the not-to-exceed amount of the Agreement.

** Reimbursement for mileage expenses for CONSULTANT and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE II, Compensation for Services, and ARTICLE VII, Cost Principles and Administrative Requirements, of this Agreement.

Nichols Consulting Engineers, CHTD

Exhibit C

Cost Proposal

Task	Description		Cost
1	Project Management/Meetings/Coordination	$	21,910
2	Area of Potential Effects Map	$	5,307
3	Delineation of Waters of the United States and Wetland Assessment	$	16,992
4	Sierra Nevada Yellow-Legged Frog Site Assessment	$	8,097
5	Biological Assessment	$	8,984
6	Archaeological Survey Report/Historic Property Survey Report	$	24,994
7	Natural Environment Study	$	16,717
8	Visual Resources Technical Memorandum	$	2,264
9	National Environmental Policy Act Categorical Exclusion and California Environmental Quality Act Initial Study/Mitigated Negative Declaration	$	51,009
10	Permit Applications	$	25,699
11	Geologic Site Review/Field Exploration and Subsurface Investigation	$	3,293
12	Laboratory Analysis	$	823
13	Subsurface Investigation Report	$	2,058
14	Design Review and Consultation	$	617
	Optional Services*		
	Subtotal	$	188,764
	Other Direct Costs and Mileage	$	5,190

	Subconsultant: Design Workshop		
	Subconsultant Total	$	14,900
	Subconsultant: Corestone Engineering		
	Subconsultant Total	$	51,081
	Total Proposed Agreement Budget Cost Estimate	**$**	**259,935**

All expenses and their distribution among Tasks are estimates only. This exhibit represents the composition of the total not- to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this budget, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work Tasks, Other Direct Costs and Mileage, Optional Services, and Subconsultants identified herein, subject to COUNTY's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

*Optional Services will only be assigned If there is funding available from the budget for the tasks listed herein.

Nichols Consulting Engineers, CHTD

Exhibit D

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XIII, Conflict of Interest, in the space provided below, and on supplemental sheets as necessary, (a) CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project; and (b) CONSULTANT shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project.

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of Consultant Disclosure Statement, other than as disclosed above.

Signature

Greg Fasiano

Name

Corporate Secretary

Title

NCE

Company Name

1/17/23

Date

Nichols Consulting Engineers, CHTD
Exhibit E

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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

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

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value_____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

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

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

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

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date:_____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig-Local Agency Project Files

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

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

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

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