ORIGINAL

CDA 15-54149

North State Resources, Inc.

CEQA/NEPA Environmental Clearance and Permitting for the Hanks Exchange at Squaw Hollow Creek – Bridge Replacement Project

AGREEMENT FOR SERVICES #*413-S1511*

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 North State Resources, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 5000 Bechelli Lane, Suite 203, Redding, California 96002 and whose local office address is 2020 L Street, Suite 340, Sacramento, California 95811 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency, with environmental review services;

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

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

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

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

ARTICLE I
Scope of Services:

A. Consultant's services are to be provided specifically in support of Hanks Exchange at Squaw Hollow Creek – Bridge Replacement Project (herein after referred to as "Project").

B. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, vehicles, and services necessary to perform environmental review services for the Project. Services shall include, but not be limited to, those tasks as identified in

Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under the Scope of Work identified in Exhibit A hereto shall be as specified in Exhibit A, shall be prepared using the software described in this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit A, Scope of Work. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the prior written approval of County's Contract Administrator.

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

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

The specific services for each Optional Task shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis. Following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work for the Optional Task, 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 Task work performed prior to approval and full execution of the Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

The period of performance for Work Orders issued for Optional Tasks, if any, shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which extends beyond the expiration date of this Agreement, nor which exceeds the cumulative total of the Optional Tasks Estimate amount.

D. County shall review Consultant's progress at key points as specified in Exhibit A, Scope of Work, and in each Work Order issued for Optional Tasks, if any. Milestone reviews shall be performed for the specific products and deliverables listed in the Scope of Work and in each Work Order as applicable. Milestones may only be changed by written agreement (may consist of an email) between County's Contract Administrator and Consultant's Project Manager.

E. If a submittal, unsigned deliverable, or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports and deliverables shall be submitted in Adobe portable document format (pdf). Electronic copies shall be provided on CD or via email. Photographs shall be provided in jpg format. 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 identified in Exhibit A or as specified in the individual Work Orders that may be issued for Optional Tasks, if any, issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation herein.

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

ARTICLE II

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

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A, Scope of Work, and in the individual Work Orders, if any, issued pursuant to this Agreement, and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of this Agreement; and including the progress reports required by ARTICLE VI, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) 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 billing rates specified in Exhibit B and any Work Order, if any, shall include direct salary cost, employee benefits, overhead and fee, as applicable. The hourly rates listed on the Rate Schedule shall not be adjusted for the performance period set forth in this Agreement.

Subconsultant services, if any are authorized herein, and other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include subconsultant services and other direct costs shall be accompanied by backup documentation to substantiate Consultant's cost for the services being billed.

For the purposes of budgeting the items of work identified in Exhibit A, Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work tasks and items of work, Other Direct Costs, and Optional Tasks identified therein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultant among the subconsultant's item of work and subconsultant's Other Direct Costs, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

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 XXXI, Cost Principles, herein. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C, or in the budget of an approved and fully executed Work Order, if any, issued pursuant to this Agreement.

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

The total amount of this Agreement, including all of the services detailed in Exhibit A and including the Optional Tasks, if any, which may be assigned, and inclusive of all costs, Work Orders, and inclusive of all work of subconsultants and expenses shall not exceed $86,642.12. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied Work Order number, if applicable, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each item of work and shall include the beginning and ending dates of the overall period of

service for the invoice on their faces. Consultant shall bill County for only one (1) Work Order per invoice. Consultant shall prepare and submit a fully executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice for each such Work Order issued under this Agreement. Twenty-five percent (25%) of the value of the final invoice shall be withheld until County's receipt and approval of the required DBE form. Consultant's responsibilities for compliance with DBE requirements are described in ARTICLE XXXIX, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XL, DBE Participation, herein.

In accordance with ARTICLE XV, Prevailing Wage, 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 attach copies of any progress reports required under the provisions of ARTICLE VI, Progress Reports, herein, that relate to the services being billed to every invoice submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667
Attn.: Robin Chronister
Administrative Technician

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE IV

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 V

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County, Caltrans and Federal Highway Administration (FHWA) guidelines; the National Environmental Policy Act (NEPA), Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July

3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), September 13, 1982; all NEPA guidelines and related regulations; the California Environmental Quality Act (CEQA); Public Resources Code Sections 21000 et. seq.; and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq.; and Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports, March 1997,such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State of California statutes, regulations and procedures (including those set forth in the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines) relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

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 at the appropriate stages specified in Exhibit A hereto or in the Work Orders, if any, issued for Optional Tasks pursuant to the Agreement or 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 VI

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. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Separate detail shall be provided for each ongoing Work Order. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VII

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

ARTICLE VIII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE IX

Consultant's Project Manager: Consultant designates Leslie Perry, Project Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders, 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 X

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

ARTICLE XI

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

ARTICLE XII

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 Transportation Division for the purpose of, and in the performance of, this Agreement.

B. Permission granted by County to disclose information on one occasion 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 non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with CEQA. County and Consultant agree that such material will not be distributed, released or shared with any other organization, person or group other than County's and Consultant's employees and agents whose work requires that access.

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

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

ARTICLE XIII

Subcontracting, Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Exhibit A, Scope of Work, for the specific tasks, work and deliverables identified therein or as identified in the individual Work Orders, if any, issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in Exhibit A, or in the individual Work Orders issued pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

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

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

ARTICLE XIV

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

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

ARTICLE XV

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized pursuant to this Agreement, or authorized in individual Work Orders issued pursuant to this Agreement shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state

provisions, the higher prevailing wage rate will apply. Consultant and its subconsultants shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Community Development Agency. Changes, if any, to the general prevailing wage rates will be available at the same location.

Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Where applicable, Consultant and any authorized subconsultants shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and any subconsultant authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

As required under the provisions of Labor Code Section 1776, Consultant and all subconsultants authorized under this Agreement shall keep accurate payroll records. Consultant shall submit certified payroll to County in accordance with ARTICLE III, Compensation for Services.

ARTICLE XVI

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 and any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII
Default, Termination, and Cancellation:

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

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

B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of this Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

E. Consultant shall comply with the requirements of this Article, regarding administrative, contractual, or legal remedies in instances of default, termination or cancellation and with other terms and conditions of County's grant funding agreements that provide for such sanctions and penalties as may be appropriate in instances where contract terms are violated or breached.

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

G. The maximum amount for which County shall be liable if this Agreement is terminated is the not-to-exceed amount of the Work Order, if any, or the total amount of this Agreement, as applicable.

ARTICLE XVIII

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

To County:

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667

Attn.: John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Unit

With a copy to:

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

Attn.: Michele Weimer
Administrative Services Officer
CDA Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

North State Resources, Inc.
5000 Bechelli Lane, Suite 203
Redding, California 96002

Attn.: Laura Kuh,
President

or to such other location as Consultant directs.

ARTICLE XIX

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 XVIII, 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 XX

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' 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 Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided 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.

ARTICLE XXI

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

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

B. Commercial General Liability Insurance of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage and a $2,000,000 aggregate limit.

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

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

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

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

G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

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

1. The insurer will not cancel the insured's coverage without prior written notice to County; and

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

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

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

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

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

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

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

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

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

ARTICLE XXII

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

ARTICLE XXIII

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

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. 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. Consultant herein certifies that Consultant does not now have nor shall acquire any financial or business interest that would conflict with the performance of services under this Agreement.

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

ARTICLE XXIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE XXV

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 XXVI

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 XXVII

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 XXVIII

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 XXIX

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

> *2 CFR Part 225*, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"
>
> *Circular A-133*, revised June 26, 2007, "Audits of States, Local Governments, and Non-Profit Organizations"

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

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

ARTICLE XXX

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 2020 L Street, Suite 340, Sacramento, California 95811.

ARTICLE XXXI

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

A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.

B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.

C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as Project costs only after those costs are incurred and paid for by Consultant. For the purposes of this Agreement, travel and per diem costs will not be reimbursed for any services performed by Consultant or any authorized subconsultant.

D. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) and mileage expenses, if applicable, for Consultant's staff or for subconsultants claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be

reimbursed to County upon demand. For the purposes of this Agreement, only mileage expenses for Consultant and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE III, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for Consultant or subconsultants shall be allowed.

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

ARTICLE XXXII

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

ARTICLE XXXIII

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

Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement.

ARTICLE XXXIV

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.

The parties hereto have acknowledged this covenant against contingent fees and Consultant has duly executed Exhibit E, marked "Certification of Consultant," incorporated herein and made by reference a part hereof.

ARTICLE XXXV

Design Standards: Consultant shall perform all services under this Agreement in conformance with applicable federal, state and local design standards or other standards for work performance stipulated in ARTICLE V, Standards for Work, above, or in the individual Work Orders, if any, issued pursuant to this Agreement.

ARTICLE XXXVI

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 XXXVII

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

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

ARTICLE XXXVIII

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.

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

ARTICLE XXXIX

Disadvantaged Business Enterprise (DBE) Considerations: Consultant must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR. 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. If this Agreement has a DBE goal, Consultant must meet the DBE goal by using certified DBEs as subconsultants or document a good faith effort to meet the goal. **For the purposes of this Agreement, the DBE goal shall be 0%.**

ARTICLE XL

DBE Participation:

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." It is the policy of County that certified DBE firms shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consultant shall ensure that certified DBE firms, as defined in the Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. Consultant, if it obtains DBE participation on this Agreement, will assist Caltrans in meeting its federally mandated statewide overall DBE goal. Consultant has prepared and submitted with its proposal, a "Local Agency Consultant DBE Information" form.

   Consultant shall prepare and submit a fully-executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice for each Work Order issued under this Agreement.

B. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

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

D. A DBE may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting County's consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

ARTICLE XLI
Nondiscrimination:

A. In connection with its performance under this Agreement, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including, but not limited to the following: Consultant, its employees, subconsultants and representatives shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, age, sex, or denial of family care leave. Consultant and subconsultants, if any are authorized herein, shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants if any are authorized herein, shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12990 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant, its employees, subconsultants and representatives shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

B. Where applicable, Consultant shall include the nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.

C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with USDOT FHWA public funds. Consultant agrees to comply with the requirements of Exhibit F, marked "Fair Employment Practices Addendum" and the requirements of Exhibit G, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit G, both of which exhibits and the four (4) Appendices to Exhibit G are incorporated herein and made by reference a part hereof. Consultant further agrees that any agreement entered into by Consultant with a third party for the performance of Project-related work shall incorporate Exhibits F and G and Appendices A through D to Exhibit G as essential parts of such agreement to be enforced by that third party as verified by County.

D. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XLII

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 XLIII

Debarment and Suspension Certification:

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2, Code of Federal Regulations, Parts 180 and 1200, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

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

C. Consultant agrees to include this Article without modification in all subcontracts, if any.

D. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

ARTICLE XLIV

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

A. Consultant, by its signature herein, certifies to the best of its knowledge and belief that:

1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; 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 H and are incorporated herein and made by reference a part hereof.

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

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

ARTICLE XLV
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 Community Development Agency Director, or designee, which may consider written or verbal information submitted by Consultant.

B. Not later than thirty (30) days after completion of all work in Exhibit A or under any individual Work Order issued pursuant to this Agreement, Consultant may request review by County's 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 such claims and a bar to further proceedings.

ARTICLE XLVI
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 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 Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted by Consultant 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 its subconsultants' Agreements, if any, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a Certified Public Accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the Agreement, cost proposal and ICR and related workpapers, 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 Workpaper Review, it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. 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 Work Order 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 workpapers, will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

ARTICLE XLVII

Inspection of Work: Consultant and any subconsultants 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.

C. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

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

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.

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.

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

ARTICLE 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
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 discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE LIII

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

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

2. Affirmative steps shall include:

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

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

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

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

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

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

ARTICLE LIV

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

ARTICLE LV

Equipment Purchase

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 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: "The 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 such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by 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." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000.00 is credited to the Project.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE LVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is John Kahling, P.E., Deputy Director, Engineering, Headington Engineering Unit, Transportation Division, Community Development Agency, or successor.

ARTICLE LVII

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 LVIII

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

ARTICLE LIX

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 LX

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 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.

Requesting Contract Administrator Concurrence:

By: _____ Dated: 03/26/15

John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Unit
Transportation Division
Community Development Agency

Requesting Division Concurrence:

By: _____ Dated: 4/6/15

Bard R. Lower
Transportation Division Director
Community Development Agency

Requesting Department Concurrence:

By: _____ Dated: 4/7/15

Steven M. Pedretti, Director
Community Development Agency

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

--COUNTY OF EL DORADO--

By: _____ Dated: 5-12-15

Brian K. Veerkamp, Chair
Board of Supervisors
"County"

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

By: _____ Dated: 5-12-15

Deputy Clerk

--NORTH STATE RESOURCES, INC.--

By: _____ Dated: MARCH 24, 2015

Laura Kuh
President and Corporate Secretary
"Consultant"

North State Resources, Inc.

Exhibit A

Scope of Work

In accordance with Agreement for Services #413-S1511 between the County of El Dorado (County) and North State Resources, Inc. (Consultant), Consultant shall accomplish the work described below.

AGREEMENT OVERVIEW:

Consultant shall implement the Items of Work detailed in the Scope of Work described below in accordance with the terms and conditions, including the reporting and deliverable requirements, of this Agreement. Consultant shall provide services as described in the Scope of Work to assist County in acquiring the following authorizations for the Hanks Exchange at Squaw Hollow Creek - Bridge Replacement Project (Project)from the referenced agencies:

- Approval of technical studies from California Department of Transportation (Caltrans),
- California Environmental Quality Act (CEQA) compliance from County,
- National Environmental Policy Act (NEPA) compliance from Caltrans (if support needed),
- Clean Water Act Section 404 Nationwide Permit for Linear Transportation Projects from the U.S. Army Corps of Engineers (Corps),
- Clean Water Act Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board (Regional Water Board), and
- California Fish and Game Code Section 1602 Streambed Alteration Agreement with the California Department of Fish and Wildlife (CDFW).

Consultant shall submit all deliverables to County's Contract Administrator (CA) for review and approval, with copies to County's CA's designee, in electronic formats (MS Word and Portable Document Format [PDF]) and paper copies as specified below.

If changes in the Scope of Work of this Agreement are required, an amendment must be approved in writing and executed by County and Consultant.

SCOPE OF WORK DESCRIPTION:

County is proposing to replace Bridge No. 25C0053 on Hanks Exchange Road at Squaw Hollow Creek near the community of Pleasant Valley. The bridge is about 0.4 mile south of Pleasant Valley Road. County is anticipating replacing the existing bridge with a new bridge and realigning the approaches to the bridge to shift the bridge away from Fausel Ranch. The Project is being funded through the Federal Highway Administration Highway Bridge Program under the "100% Funded Program," which is administered by the State of California through Caltrans under a Master Agreement with County.

No studies have been completed to date for the Project. County has completed and Caltrans has signed the preliminary environmental study form in summer 2013. The purpose of this

Scope of Work is to complete the environmental compliance and permitting tasks for the Project in coordination with County and Caltrans. These tasks shall include the preparation of: 1) biological and cultural resources reports in Caltrans formats; 2) an Initial Study/Mitigated Negative Declaration (IS/MND) to comply with CEQA; 3) a Categorical Exclusion Determination Form for Caltrans, if requested; 4) a Pre-construction Notification for authorization under a Clean Water Act Section 404 nationwide permit; 5) an application for water quality certification pursuant to Section 401 of the Clean Water Act; and 6) a Notification of Streambed Alteration pursuant to Section 1602 of the Fish and Game Code. Additional support under these tasks shall include the preparation of an Area of Potential Effects (APE) map and Project description and coordination with Caltrans during review and approval of the technical reports. Optional tasks are also included in case additional cultural work or other currently unanticipated work is needed.

Consultant shall perform the tasks described in the Schedule and Deliverables below. Consultant's authorized subconsultant to assist with historical resources documentation on this Project is JRP Historical Consulting.

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, unless otherwise indicated in each Item of Work described herein.

Unless otherwise indicated below, Consultant shall submit draft documents and reports to County's CA for review and comment. Consultant shall incorporate County's comments into the final documents or reports subject to agreement by Consultant and County's CA.

Draft deliverables shall be submitted in electronic MS Word format to County's CA unless otherwise stated. Final deliverables shall be submitted in Adobe Acrobat (pdf) format to County's CA unless otherwise stated. The budgeted cost includes up to one (1) round of review by County and one (1) round of review by Caltrans (if applicable) for all deliverables unless otherwise mentioned. Consultant shall work closely with County and Caltrans throughout the Project.

Due to unforeseen delays, major adjustments to the completion times specified herein may only be made in accordance with the prior written approval of County's CA.

TASK 1: PROJECT INITIATION – WBS - ED02

Item of Work 1.1 – Area of Potential Effects Map

Consultant shall coordinate with County to obtain Project design details including, but not limited to, design drawings of the proposed bridge and associated road improvements in computer-aided design (CAD) or geographic information systems (GIS) (e.g., shapefile) format, contour lines, parcel boundary lines for all parcels within the APE, locations of proposed or possible staging areas, and locations of other Project-related activities (e.g., right-of-way, utility relocations) that could result in environmental impacts. Consultant shall use this information to develop an APE map using ArcGIS in a format acceptable by Caltrans. The purpose of the APE map is to define the study limits for cultural resources studies; it may also be used as the study area for other studies and the IS/MND or be modified slightly for these studies. The APE shall encompass both the horizontal and vertical limits of Project-related activities (e.g., depth of ground-disturbing activities associated with excavation for pier installation). Consultant shall coordinate with Caltrans to approve and sign the APE map.

Activities:

- Prepare draft APE map and submit to County's CA for review.
- Prepare final APE map and submit to County's CA and Caltrans for review/approval.

Deliverables:

- Draft APE map (electronic, pdf format).
- Final APE map (electronic, pdf format).

Assumptions:

- County will provide input on the APE map including, but not limited to, CAD or GIS data of the new bridge and road improvement designs, contours, staging area(s), parcel boundaries, utility locations, existing and proposed right-of-way and/or easements, and other areas potentially affected by the Project.
- For purposes of this scope, we assume the APE is equivalent to the study area, although the term APE will only be used in the cultural reports.
- Caltrans shall provide input on the draft APE map and sign the final APE map.
- No meetings shall be necessary to complete the APE map.

Duration:

- The draft APE map shall be submitted to County's CA within two (2) weeks after receipt of Project data from County.
- The final APE map shall be submitted to Caltrans within one (1) week after receipt of comments on the draft APE map from County.
- The final signed APE map shall be submitted to County's CA within one (1) day after receipt from Caltrans.

Item of Work 1.2 – Project Description

Consultant shall review the Project design details obtained in support of Item of Work 1.1 and coordinate with County to develop a detailed Project description for the technical studies and CEQA documents. The Project description shall include design details on the proposed bridge and road improvements; a discussion of existing and proposed rights-of-way and easements; a list of construction methods and standard measures to install the new bridge, remove the existing bridge, and relocate any utilities; an anticipated construction schedule; and other relevant details to allow a thorough impact analysis and support permit applications. Once finalized, the description shall become part of the biological and cultural resources reports (see Task 2, Technical Studies) and the IS/MND (see Task 3, CEQA Compliance).

Activities:

- Prepare draft Project description, submit to County's CA for review, and incorporate comments.
- Prepare final Project description and incorporate into technical studies and IS/MND.

Deliverables:

- Draft Project description (electronic, MS Word format).

- Final Project description (included with Tasks 2 and 3 deliverables).

Assumptions:

- No meetings shall be necessary to complete the Project description.

Duration:

- Draft Project description shall be submitted to County's CA within one (1) month from receipt of Project information from County.
- County will provide comments within two (2) weeks after receipt of draft Project description.
- The final Project description shall be incorporated into the technical studies and IS/MND within six (6) weeks after receipt of Project information.

TASK 2: TECHNICAL STUDIES – WBS - ED02

Item of Work 2.1 – Delineation of Waters of the United States and Wetland Assessment

Consultant shall conduct fieldwork and prepare a Delineation of Waters of the United States Report using the APE as the study limits. The report shall include all minimum requirements of the Corps (i.e., *Minimum Standards for Acceptance of Preliminary Wetland Delineations*, dated November 30, 2001) to support verification by the Corps as part of the permitting process (see Task 5, Environmental Permits). 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 (e.g., Squaw Hollow Creek) 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 IS/MND.

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 report, submit to County's CA, and incorporate comments.
- Prepare a final draft delineation report and submit to Caltrans and County's CA.

Deliverables:

- Draft Delineation of Waters of the United States Report (electronic, MS Word and pdf formats).
- Final draft Delineation of Waters of the United States Report (electronic, MS Word and pdf formats; up to two [2] hard copies)

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 Item of Work 2.2). Squaw Hollow Creek is expected to be the primary water of the United States in the APE; riparian wetlands may be delineated along the creek, but other wetlands are not anticipated.
- Any necessary rights-to-enter will be obtained by County prior to fieldwork.
- Draft delineation report will be reviewed by County and Caltrans.
- Minimal revisions to the draft report shall be necessary to produce the revised and final draft reports.
- No meetings shall be necessary to complete the delineation report; attendance at a site verification visit with the Corps, if necessary, is included under Item of Work 5.1, Pre-Construction Notification for Section 404 Permit.

Duration:

- Fieldwork shall be conducted within two (2) weeks after APE boundary is confirmed by County and Caltrans, weather permitting.
- The draft delineation report shall be submitted to County's CA for review within one (1) month after completion of fieldwork.
- The final draft delineation report shall be submitted to County's CA and Caltrans with the NES (Caltrans has indicated they do not review delineation reports, so the report shall be provided for reference only).

Item of Work 2.2 – Biological Assessment

Consultant shall conduct a reconnaissance-level survey of the APE (assumed to be equivalent to the action area and biological study area or BSA) to characterize habitats, identify potential breeding or other habitat for the California red-legged frog, 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 California red-legged frog or other federally listed or candidate species to occur in or near the APE. This information shall be used to prepare a Biological Assessment (BA) to evaluate Project-related impacts on federally listed species (only the California red-legged frog is expected to be addressed) and support consultation between Caltrans and the U.S. Fish and Wildlife Service (FWS) under Section 7 of the Endangered Species Act. 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 Caltrans requirements (e.g., BA template dated June 2011, or as revised per recent FWS checklist; *Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports* [March 1997]) and in close coordination with the Caltrans biologist.

Activities:

- Review background information and relevant data to assess the potential for federally listed or candidate species to occur in or near the APE.

- Conduct fieldwork to characterize habitats and record incidental observations of special-status plants and wildlife in the APE.
- Prepare draft BA and submit to County's CA for review.
- Incorporate comments and submit to Caltrans and County's CA.
- Prepare final BA, incorporating Caltrans comments, and submit to Caltrans for submittal to FWS.
- Respond to questions or information requests from FWS during consultation process.

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 Caltrans).
- Final BA (electronic, pdf format; up to five [5] hard copies).

Assumptions:

- A formal site assessment for the California red-legged frog and protocol-level surveys for federally listed plant and wildlife species are excluded from this Scope of Work.
- Fieldwork for the BA shall require no more than one (1) day and shall be conducted at the same time as the delineation.
- No federally listed or proposed plants are expected to occur in the APE, and only the California red-legged frog is expected to be addressed in the BA.
- Draft BA will be reviewed by County and Caltrans.
- 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.
- Caltrans coordinates directly with FWS during the consultation process. Caltrans may also coordinate directly with the Corps to request a letter stating that Caltrans can serve as the federal lead for Endangered Species Act (ESA) compliance on behalf of the Corps.

Duration:

- Fieldwork shall be conducted within two (2) weeks after APE boundary is confirmed by County and Caltrans, weather permitting.
- The draft BA shall be submitted to County's CA for review within one (1) month after completion of fieldwork.
- The revised draft BA shall be submitted to Caltrans for review within one (1) week after receipt of comments from County.
- The final BA shall be submitted to Caltrans for FWS submittal within one (1) week after receipt of comments from Caltrans.

Item of Work 2.3 – Archaeological Survey Report/Historic Property Survey Report/ Historical Resources Evaluation Report

Consultant and its subconsultant, JRP Historical Consulting, shall complete a cultural resources inventory to determine if any pre-historic or historic-era sites, features, or artifacts exist in the APE and to provide support for compliance with Section 106 of the National Historic Preservation Act. Results of the inventory shall be documented in the standard Caltrans Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) formats (*Standard Environmental Reference [Volume 2] Cultural Resources*, dated June 2010, including ASR and HPSR templates). The ASR documents the findings of archival research, Native American outreach, and the cultural resources inventory, but it does not provide any National Register of Historic Places recommendations or evaluations. The HPSR is used by Caltrans to document completion of the cultural resource identification phase, completion of the National Register eligibility evaluation of resources documented within the APE (if any), and, when relevant, a Finding of No Historic Properties Affected or No Adverse Effect with Standard Conditions. The inventory shall consist of the following work:

- A records search at the North Central Information Center at California State University, Sacramento;
- A letter to the Native American Heritage Commission requesting a list of local Native American contacts and a review of the Sacred Lands file;
- Informal communications (letters and follow-up phone calls) with Native Americans and other interested parties; and
- A pedestrian survey of the APE, which may be coordinated with a Native American representative.

Because of the presence of a historic ranch (Fausel Ranch) along the road near the bridge, a Historical Resources Evaluation Report (HRER) shall be prepared to describe the ranch and associated structures and evaluate their eligibility for listing to the National Register. Consultant shall prepare a HRER for the historic ranch in the appropriate Caltrans format (*Standard Environmental Reference [Volume 2] Cultural Resources*, Exhibit 6.2). No other prehistoric or historic resources are expected to be included in the HRER (the bridge was determined to be not eligible for listing by Caltrans). The results of the HRER shall be summarized in the HPSR.

Due to the anticipated sensitivity of the area around the bridge with regard to prehistoric and historic resources, it is anticipated that an ESA action plan may be required to protect documented resources. Consultant shall prepare the ESA action plan, if required, based on the results of the ASR/HPSR and HRER.

Activities:

- Review background information on cultural resources, including reviewing records at the local museum and talking to owners of the Fausel Ranch.
- Conduct outreach to Native American tribes.
- Conduct fieldwork to locate cultural resources in the APE.
- Prepare draft ASR/HPSR/HRER and submit to County's CA.
- Incorporate County's comments, revise ASR/HPSR/HRER, and submit to Caltrans and County's CA.

- Prepare final ASR/HPSR/HRER, incorporating Caltrans comments, and submit to Caltrans for signature.
- Prepare ESA action plan and submit to County's CA and Caltrans, incorporate comments, and finalize the plan.

Deliverables:

- Draft ASR/HPSR/HRER (electronic, MS Word and pdf formats).
- Revised draft ASR/HPSR/HRER (electronic, MS Word and pdf formats; up to two [2] hard copies if requested by Caltrans).
- Final ASR/HPSR/HRER for Caltrans signature (electronic, pdf format; up to five [5] hard copies).
- Draft ESA action plan (electronic, MS Word and pdf formats).
- Final ESA action plan (electronic, pdf format).

Assumptions:

- Extended Phase I or Phase II investigations shall not be necessary and are not included in this item of work (see OPTIONAL Item of Work 6.2, Extended Phase I Investigation, if an extended phase I is required). All documented resources are expected to be outside of the area of direct impacts and shall be protected by the ESA action plan.
- Aside from the Fausel Ranch, no significant cultural resources will be identified in the APE that could be eligible for listing on the National Register and require formal evaluation. No more than one (1) site or three (3) isolated resources shall require recording on Department of Parks and Recreation Series 523 forms. Resources that are found shall be protected by the ESA.
- Fieldwork for the ASR/HPSR/HRER shall require no more than one (1) day.
- Any necessary rights-to-enter will be obtained by the County prior to fieldwork.
- The draft ASR/HPSR/HRER will be reviewed by County and Caltrans.
- Minimal revisions to the draft ASR/HPSR/HRER shall be necessary to produce the revised draft and final reports.
- No meetings shall be necessary to complete the ASR/HPSR/HRER or ESA action plan.

Duration:

- Background research shall be conducted within two (2) months after receipt of fully executed Agreement.
- Fieldwork shall be conducted within two (2) weeks after the APE boundary is confirmed by County and Caltrans.
- The draft ASR/HPSR/HRER shall be submitted to County's CA for review within one (1) month after completion of fieldwork.
- The revised draft ASR/HPSR/HRER shall be submitted to Caltrans for review within one (1) week after receipt of comments from County.

- The final ASR/HPSR/HRER shall be submitted to Caltrans for signature within one (1) week after receipt of comments from Caltrans.
- The draft ESA action plan shall be submitted to County's CA and Caltrans with the final ASR/HPSR/HRER.
- The final ESA action plan shall be submitted to County's CA and Caltrans within one (1) week after receipt of comments from Caltrans.

Item of Work 2.4 – Natural Environment Study

Consultant shall conduct an assessment of special-status plant and wildlife species and prepare a Natural Environment Study (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 BSA, description of the Project from Item of Work 1.2, a characterization of the vegetation communities or habitats in the APE (i.e., BSA) based on fieldwork conducted for Item of Work 2.2, a summary of the Delineation of Waters of the United States from Item of Work 2.1, a summary of the BA and consultation process from Item of Work 2.2, 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, riparian habitat), including identification of appropriate mitigation measures. The California Natural Diversity Database (CNDDB), California Native Plant Society online inventory, FWS 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.

Activities:

- Review background information on biological resources, such as CNDDB and FWS 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 CA.
- Incorporate comments from County, revise NES, and submit to Caltrans and County's CA.
- Incorporate comments from Caltrans and prepare final NES. Submit final NES to Caltrans for signature with copy to County's CA.

Deliverables:

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

Assumptions:

- Fieldwork for the BA will provide sufficient information to conduct a special-status species assessment and describe habitats. If timing allows (i.e., in the spring), a supplemental botanical survey will be conducted to compile a list of plants found in the APE.
- Any necessary rights-to-enter will be obtained by County prior to fieldwork.
- Protocol surveys for special-status species are not included in this Scope of Work.
- County will provide data on tree locations and trees to be removed for the Project.
- The draft NES shall be submitted to Caltrans and County's CA after Section 7 consultation is complete (see Item of Work 2.2).
- Minimal revisions to the draft report shall be necessary in response to comments to produce the revised draft and final reports.
- No meetings shall be necessary to complete the NES.

Duration:

- The draft NES shall be submitted to County's CA for review within two (2) weeks after completion of Section 7 consultation.
- The revised draft NES shall be submitted to Caltrans for review within one (1) week after receipt of comments from County's CA.
- The final NES shall be submitted to Caltrans for signature within one (1) week after receipt of comments from Caltrans.

TASK 3: CEQA COMPLIANCE – WBS-ED02

Item of Work 3.1 – Administrative Draft IS/MND

Consultant shall prepare and assist County in processing a CEQA IS/MND. The IS shall be based on the Environmental Checklist in Appendix G of the CEQA Guidelines and follow a similar format as other County IS/MNDs (e.g., Clear Creek Road Bridges IS/MNDs). The IS shall include a description of the proposed Project (Item of Work 1.2), a description of the existing environmental setting, an analysis of the potential environmental impacts of the Project, and a list of recommended measures to avoid or reduce potentially significant impacts. The environmental setting shall describe the APE and the surrounding region, as appropriate, and the impact analysis shall evaluate the Project as described in the final Project description from Item of Work 1.2. The IS shall provide sufficient information to support the determinations of effect and significance. If mitigation measures are necessary, the IS shall include a mitigation monitoring and reporting plan as an appendix. The MND shall be included with the IS to summarize the results of the IS and document County's proposed decision on the Project.

Activities:

- Prepare administrative draft IS/MND and submit to County's CA for review.

Deliverables:

- Administrative draft IS/MND (electronic, MS Word and pdf formats).

Assumptions:

- No alternatives shall be analyzed in the IS/MND.
- County will provide information to Consultant on geotechnical hazards, hydrology, floodplains, hazardous materials, traffic, and land ownership/uses as necessary.
- No unmitigable impacts shall be identified during the impact analysis.
- Technical studies shall be in draft format before submitting the administrative draft IS/MND for review. Draft technical studies shall be adequate to incorporate into the IS/MND with minimal changes anticipated after Caltrans review.
- No fieldwork (beyond that identified in Task 2) or meetings shall be necessary for preparation of the administrative draft IS/MND.

Duration:

- Administrative draft IS/MND shall be submitted to County's CA for review within twelve (12) months after fully executed Agreement. This duration is cumulative, and does not include any delays that may occur during the process beyond Consultant's control.

Item of Work 3.2 – Draft IS/MND

Consultant shall review comments from County and revise the IS/MND to produce a public draft IS/MND. Once comments on the administrative draft IS/MND have been addressed, Consultant shall also prepare a draft mitigation monitoring and reporting plan (MMRP). Consultant shall also prepare the Notice of Completion for County approval and signature and the Notice of Intent. Consultant shall deliver fifteen (15) copies of the draft IS/MND and notices in the required format to the California Office of Planning and Research State Clearinghouse (SCH) and mail up to ten (10) hard copies of the document to those on a distribution list provided by County.

Activities:

- Review and incorporate County comments on administrative draft IS/MND.
- Prepare draft MMRP.
- Prepare Notice of Completion and Notice of Intent.
- Print and distribute draft IS/MND to County's CA and SCH once approved by County's CA.

Deliverables:

- Check-draft IS/MND with MMRP (electronic, pdf format).
- Draft and final Notice of Completion and Notice of Intent (electronic, pdf format).
- Public draft IS/MND (electronic, pdf format; up to twenty-five (25) hard copies).

Assumptions:

- County is responsible for all 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 meetings are necessary for preparation of the draft IS/MND.

Duration:

- The check-draft IS/MND and draft MMRP shall be submitted to County's CA within two (2) weeks after receipt of County's comments on the administrative draft IS/MND.
- The final Notice of Completion and public draft IS/MND shall be submitted to the SCH within one (1) week after approval of the check-draft IS/MND.

Item of Work 3.3 – Responses to Comments on Draft IS/MND

After the close of the public comment period, Consultant shall review the public and agency comments, compile all substantive comments, and provide written responses to each comment. Consultant shall provide County with proposed responses to comments in the form of a technical memorandum for review and approval. No changes to the draft IS/MND shall be made, and any errata shall be identified in the memorandum.

Activities:

- Compile and review public comments on the draft IS/MND.
- Prepare responses to comments memo and submit to County's CA for review.
- Incorporate comments and finalize responses to comments memo.

Deliverables:

- Draft responses to comments memo (electronic, MS Word format).
- Final responses to comments memo (electronic, PDF format).

Assumptions:

- No more than five (5) comment letters are assumed with less than ten (10) substantive comments.
- No meetings shall be necessary for preparation of the responses to comments memo.
- County will coordinate all necessary approvals within County and be responsible for payment of required filing fees.
- County staff will prepare Notice of Determination and transmit this form to the SCH.

Duration:

- The draft responses to comments shall be submitted to County's CA within two (2) weeks after close of the public review period.
- The final responses to comments shall be submitted to County's CA within one (1) week after comments on the draft responses are received from County.

TASK 4: NEPA COMPLIANCE – WBS - ED02

Item of Work 4.1 – Categorical Exclusion Determination Form

If requested by Caltrans, Consultant shall prepare a Categorical Exclusion Determination Form following Caltrans guidelines and prepare a summary of environmental commitments to attach to the form. These documents shall be submitted to County's CA prior to submittal to Caltrans.

Caltrans shall finalize the Categorical Exclusion Determination and complete the NEPA approval process.

Activities:

- Compile and review information for the Categorical Exclusion Determination Form.
- Prepare draft Categorical Exclusion Determination Form and submit to County's CA for review. Incorporate comments.
- Prepare final Categorical Exclusion Determination Form. Submit to Caltrans with one (1) copy to County's CA.

Deliverables:

- Draft Categorical Exclusion Determination Form (electronic, MS Word format).
- Final Categorical Exclusion Determination Form (electronic, pdf format).

Assumptions:

- No meetings shall be necessary for preparation of the Categorical Exclusion Determination Form.
- IS/MND and technical studies shall provide all necessary information for the Categorical Exclusion Determination Form.
- A higher level of NEPA compliance shall not be necessary for the proposed Project.

Duration:

- The draft Categorical Exclusion Determination Form shall be submitted to County's CA within two (2) weeks after County notifies Consultant of Caltrans request.
- The final Categorical Exclusion Determination Form shall be submitted to Caltrans and County's CA within two (2) weeks after receipt of comments from County.

TASK 5: ENVIRONMENTAL PERMITS – WBS - DPS05

The timeframe for environmental permits is dependent on overall design and construction schedules. The permit packages should be submitted six (6) months to one (1) year prior to the anticipated start of construction to ensure timely receipt of permits and ensure that the permits remain valid throughout the construction phase.

Item of Work 5.1 – Pre-Construction Notification for Section 404 Permit

Bridge construction is expected to result in the placement of fill into Squaw Hollow Creek and require coverage under a Nationwide Permit (e.g., NWP 14 for Linear Transportation Projects) pursuant to Section 404 of the Clean Water Act. Consultant shall prepare a Pre-construction Notification package, including a wetland impact map, to submit to the Corps. The package shall include information on Project design, construction methods, anticipated impacts on waters of the United States, and proposed mitigation for impacts, as well as documentation of Endangered Species Act and National Historic Preservation Act compliance. A request for verification of the Delineation of Waters of the United States (prepared under Item of Work 2.1) shall be included with the notification package. A meeting with the Corps at the Project site may be necessary to verify the delineation.

Activities:

- Compile information for the Pre-construction Notification package pursuant to Section 404 of the Clean Water Act.
- Prepare draft Pre-construction Notification package and submit to County's CA for review.
- Incorporate comments and submit final Pre-construction Notification package with final wetland delineation report to Corps.
- Coordinate with Corps to obtain a preliminary verification of delineation and address questions on the permit application.
- Conduct a site visit to verify the delineation with the Corps if necessary.
- Revise wetland delineation map if necessary in response to Corps site visit.

Deliverables:

- Draft Pre-construction Notification package (electronic, MS Word and pdf formats).
- Final Pre-construction Notification package (electronic, pdf format; up to five [5] hard copies).
- Revised delineation map, if necessary (electronic, pdf format).

Assumptions:

- County will provide all necessary Project details (e.g., final design) for inclusion in the Pre-construction Notification package.
- The Pre-construction Notification shall be submitted to the Corps within two (2) years after completion of the delineation report.
- Minimal revisions to the delineation map shall be necessary.
- Minimal revisions to the draft Pre-construction Notification package shall be necessary to produce the final Pre-construction Notification package.
- One (1) site visit/meeting with the Corps 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 the Corps; no Project-specific wetland mitigation plan or restoration plan is included in this item of work.
- Consultations initiated by Caltrans shall be sufficient for the Corps permitting process, and no additional analyses, evaluations, fieldwork, resource agency coordination, or documentation shall be needed to support Corps consultations.

Duration:

- The draft Pre-construction Notification package shall be submitted to County's CA for review within one (1) month after receipt of final design details.
- The final Pre-construction Notification package shall be submitted to the Corps within two (2) weeks after receipt of comments from County's CA.

Item of Work 5.2 – Application for Water Quality Certification

As a requirement of the Section 404 permit, Project activities must also comply with Section 401 of the Clean Water Act. Consultant shall prepare an application for water quality certification to submit to the Central Valley Regional Water Quality Control Board (CVRWQCB). The application shall include similar information that is identified for the Pre-construction Notification (Item of Work 5.1) as well as one (1) copy of the Notice of Determination for the Project (Item of Work 3.3).

Activities:

- Compile information for the water quality certification application.
- Prepare draft application and submit to County's CA for review.
- Prepare final application, incorporating County comments, and submit to CVRWQCB.
- Coordinate with CVRWQCB to obtain certification.

Deliverables:

- Draft water quality certification application (electronic, MS Word formats).
- Final water quality certification application (electronic, pdf format; up to three [3] hard copies).

Assumptions:

- County's CEQA process fully meets the needs of the CVRWQCB for documentation of compliance with CEQA. Any additional work related to CEQA is excluded from this Scope of Work.
- Minimal revisions to the draft application shall be necessary to produce the final application.
- No meetings shall be necessary during the application process.
- County is responsible for the application fees.

Duration:

- The draft water quality certification application shall be submitted to County's CA for review within one (1) month after receipt of final design details.
- The final water quality certification application shall be submitted to the CVRWQCB within two (2) weeks after receipt of comments from County.

Item of Work 5.3 – Notification of Lake or Streambed Alteration Agreement

Construction activities in and along Squaw Hollow Creek may require a Streambed Alteration Agreement between County and CDFW per Section 1602 of the Fish and Game Code. Consultant shall prepare a Notification of Lake or Streambed Alteration (Notification) to submit to the CDFW. The Notification shall include similar information that is identified for the Pre-construction Notification (Item of Work 5.1) as well as one (1) copy of the Notice of Determination for the Project (Item of Work 3.3).

Activities:

- Compile information for the Notification.

- Prepare draft Notification and submit to County's CA for review.
- Prepare final Notification, incorporating County comments, and submit to CDFW.
- Coordinate with CDFW to obtain Streambed Alteration Agreement.

Deliverables:

- Draft Streambed Alteration Agreement Notification (electronic, MS Word and pdf formats).
- Final Streambed Alteration Agreement Notification (electronic, pdf format; up to three [3] hard copies).

Assumptions:

- County's CEQA process fully meets the needs of CDFW for documentation of compliance with CEQA. Any additional work related to CEQA is excluded from this Scope of Work.
- Minimal revisions to the draft Notification shall be necessary to produce the final Notification.
- No meetings shall be necessary during the application process.
- County is responsible for application fees.

Duration:

- The draft Notification shall be submitted to County's CA for review within one (1) month after receipt of final design details.
- The final Notification shall be submitted to CDFW within two (2) weeks after receipt of comments from County.

TASK 6: OPTIONAL WORK ITEMS – WBS - DPS05

Item of Work 6.1 – Extended Phase I Investigation

Although not likely to be necessary, if the Project design cannot avoid culturally sensitive areas in the APE, an extended Phase I investigation may be needed, at the discretion of Caltrans, to further investigate the sensitive areas (e.g., along the creek). This investigation entails writing a proposal to describe the specific methods for conducting the investigation, implementing the proposal, and preparing a report in accordance with Caltrans' Standard Environmental Reference (Volume 2) format to document the results. All phases of the investigation shall be conducted in accordance with Section 106 of the National Historic Preservation Act standards and guidance.

Activities:

- Prepare proposal to conduct an extended Phase I investigation.
- Conduct the extended Phase I investigation.
- Prepare draft extended Phase I report and submit to County's CA.
- Incorporate County comments, revise extended Phase I report, and submit to Caltrans and County's CA.

- Prepare final extended Phase I report, incorporating Caltrans comments, and submit to Caltrans for signature.

Deliverables:

- Draft extended Phase I report (electronic, MS Word and pdf formats).
- Revised draft extended Phase I report (electronic, MS Word and pdf formats; up to two [2] hard copies if requested by Caltrans).
- Final extended Phase I report for Caltrans signature (electronic, pdf format; up to five [5] hard copies).

Assumptions:

- Field investigations for the extended Phase I shall require no more than two (2) days.
- If a Native American monitor is required during the investigation, Consultant shall contract with them for the field portion of the investigation (assumed to be no more than two [2] days).
- No artifacts shall be collected during the investigation unless they can be used for sourcing and hydration dating. Collected artifacts shall be properly sorted and catalogued and sent to a lab for analysis. No more than five (5) artifacts shall require lab analysis.
- Minimal revisions to the draft extended Phase I report shall be necessary to produce the revised draft and final reports.
- No meetings shall be necessary to complete the extended Phase I investigation.

Duration:

- The proposal shall be submitted to County's CA and Caltrans for review within two (2) weeks after confirmation from Caltrans that an extended Phase I investigation shall be needed.
- Field investigations shall be conducted within two (2) weeks after the proposal is approved.
- The draft extended Phase I report shall be submitted to County's CA for review within one (1) month after completion of field investigations.
- The revised draft extended Phase I report shall be submitted to Caltrans for review within one (1) week after receipt of comments from County.
- The final extended Phase I report shall be submitted to Caltrans for signature within one (1) week after receipt of comments from Caltrans.

Item of Work 6.2 – Additional Scope of Work Items

This item of work is intended to cover unanticipated scope of work items that may arise during completion of the Items of Work described herein. No work shall be conducted under this task without prior written authorization from County's CA and Consultant's submittal of a request to authorize additional work, including a description of the work to be performed and costs to complete the work (resulting in a Work Order).

North State Resources, Inc.

RATE SCHEDULE
Exhibit B

STAFF CATEGORY	LEVEL	HOURLY BILLING RATES *Refer to Notes* [1 and 2]		
Principal		$135.00	to	$198.00
Technical Consultant/Senior Consultant		$132.00	to	$195.00
Program Manager	4	$150.00	to	$198.00
Program Manager	3	$135.00	to	$150.00
Program Manager	2	$120.00	to	$135.00
Program Manager	1	$105.00	to	$120.00
Project Manager	4	$120.00	to	$169.00
Project Manager	3	$100.00	to	$120.00
Task Manager	2	$81.00	to	$100.00
Task Manager	1	$60.00	to	$81.00
Biologist	4	$96.00	to	$138.00
Biologist	3	$84.00	to	$96.00
Biologist	2	$63.00	to	$84.00
Biologist	1	$48.00	to	$63.00
Cultural Resource Specialist	4	$96.00	to	$138.00
Cultural Resource Specialist	3	$84.00	to	$96.00
Cultural Resource Specialist	2	$63.00	to	$84.00
Cultural Resource Specialist	1	$48.00	to	$63.00
Environmental Analyst/Tech Writer	4	$96.00	to	$138.00
Environmental Analyst/Tech Writer	3	$84.00	to	$96.00
Environmental Analyst/Tech Writer	2	$63.00	to	$84.00
Environmental Analyst/Tech Writer	1	$48.00	to	$63.00
Environmental Scientist/Geologist	4	$96.00	to	$138.00
Environmental Scientist/Geologist	3	$84.00	to	$96.00
Environmental Scientist/Geoscientist	2	$63.00	to	$84.00
Environmental Scientist/Geoscientist	1	$45.00	to	$63.00
GIS & Mapping Analyst	4	$96.00	to	$138.00
GIS & Mapping Analyst	3	$84.00	to	$96.00
GIS & Mapping Analyst	2	$63.00	to	$84.00
GIS & Mapping Analyst	1	$45.00	to	$63.00
Admin Manager	4	$96.00	to	$138.00
Admin Assistant/Admin Manager	3	$78.00	to	$96.00
Admin Assistant	2	$48.00	to	$78.00
Admin Assistant	1	$30.00	to	$48.00
Technician	4	$60.00	to	$78.00
Technician	3	$48.00	to	$60.00
Technician	2	$39.00	to	$48.00
Technician	1	$30.00	to	$39.00

[1] Hourly billing rates are fully burdened and include raw wages, labor overhead, general and administrative overhead, and profit.

[2] An overtime differential (not shown) may apply, depending on Project's scheduling requirements. Overtime rates must be approved in advance in writing by County's Contract Administrator.

RATE SCHEDULE
Exhibit B

DESCRIPTION	BILLING RATE
Trimble Pathfinder Pro GPS Units	$ 7.55 per hour/$60 per day
Nikon Total Station	$125 per day
Geo Explorer III GPS Units	$ 25 per day
Geographic Information System (GIS) Work Station	$12.85 per hour
Large-Format Printer (24" x 36")	$10 per sheet
Large-Format Printer (36" x 48")	$15 per sheet
Jet Boat	$200 per day
Patio Boat	$190 per day
Quad Runner	$125 per day
Snowmobile	$125 per day
Backpack Electrofisher & Support Kit	$100 per day
Boat-Mounted Flow Meter/Sounding Equipment	$100 per day
Fish Marking Equipment	$100 per day
Global Water Stage Gage	$50 per month
Small Flow Meter	$40 per day
Spatial Digital Video Recorder	$600 per day
Thermograph	$25 per month
Turbidimeter	$25 per day
Underwater Video Camera	$200 per day
Water Quality Equipment	$40 per day
Vehicle Mileage*	
Black and white copies	$0.06 per 8 1/2 x 11 sheet
Black and white copies	$0.11 per 11 x 17 sheet
Color copies	$0.75 per 8 1/2 x 11 sheet
Color copies	$1.50 per 11 x 17 sheet
Other Direct Costs (ODC's) including record searches	At cost without markup

*Reimbursement for mileage expenses for Consultant and for any subconsultants, if applicable, shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of this Agreement.

North State Resources, Inc.

Exhibit C

Cost Proposal

TASK NUMBER	TASK	COST
1	Project Initiation	$ 7,235.44
2	Technical Studies	$23,926.76
3	CEQA Compliance	$12,289.35
4	NEPA Compliance	$ 1,744.15
5	Environmental Permits	$11,174.00
	Consultant Subtotal	$56,369.70
	JRP Historical Consulting - Subconsultant	
2.3	Cultural Reports (ASR/HPSR/HRER)	$11,415.07
	Other Direct Costs	$ 250.00
	Subconsultant Subtotal	$ 11,665.07
6	Optional Work Items	$15,645.02
	Consultant Other Direct Costs	$ 2,962.33
	Total Proposed Cost Estimate	**$ 86,642.12**

*All expenses and their distribution among Tasks and Items of Work 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 and items of work, Other Direct Costs, and Optional Tasks identified herein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultant among the subconsultant's item of work and subconsultant's Other Direct Costs, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

North State Resources, Inc.

Exhibit D

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XXIII, Interest of Consultant, 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

LAURA RUFF

Name

President

Title

North State Resources Inc

Company Name

24 March 2015

Date

North State Resources, Inc.

Exhibit E

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the President and duly authorized representative of the firm of North State Resources, Inc., whose address is 5000 Bechelli Lane, Suite 203, Redding, California 96002, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

24 MAR 2015
(Date)

Laura Kuh
President

North State Resources, Inc.

Exhibit F

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Consultant will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Consultant will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Consultant, its consultant(s) and all subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Consultant's consultants and all subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Consultant shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Consultant will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the Fair Employment Practices Act and had issued an order under Labor Code

Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Consultant and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Consultant the difference between the price named in the Agreement and the actual cost thereof to County to cure Consultant breach of this Agreement.

North State Resources, Inc.

Exhibit G

NONDISCRIMINATION ASSURANCES

Consultant hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. Consultant hereby gives assurance that Consultant will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Consultant hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Consultant agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Consultant shall insert the following notification in all solicitations for proposals for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Consultant hereby notifies all proposers that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Consultant shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Consultant receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Consultant receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Consultant shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Consultant with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and

Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Consultant for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Consultant or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Consultant retains ownership or possession of the property.

9. That Consultant shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Consultant, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Consultant agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Consultant shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted agreement or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Consultant shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State assisted agreements. County's DBE Program Implementation Agreement is incorporated by reference in this Agreement. Implementation of this Program is a legal obligation and failure to carry out

its terms shall be treated as a violation of this Agreement. Upon notification to County of its failure to carry out its approved DBE Program Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Consultant, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

North State Resources, Inc.

Appendix A to Exhibit G

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest (hereinafter collectively referred to as "Consultant") agrees as follows:

(1) Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the ns.

(3) Solicitations for Sub-agreements, including procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Consultant was made to obtain the information.

(5) Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

North State Resources, Inc.

Appendix A to Exhibit G

Consultant shall take such action with respect to any sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

North State Resources, Inc.

Appendix B to Exhibit G

(Not Applicable)

North State Resources, Inc.

Appendix C to Exhibit G

(Not Applicable)

North State Resources, Inc.

Appendix D to Exhibit G

(Not Applicable)

Exhibit H

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: LAURA RUF

Title: President

Telephone No.: 530-222-5347 Date: 3-24-15

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Exhibit H

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.