

## **Nichols Consulting Engineers, Chtd.**

### **Environmental, Geotechnical, and Design Services for the Pioneer Trail/US 50 Intersection Safety Improvement Project**

#### **AGREEMENT FOR SERVICES #3354**

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Nichols Consulting Engineers, Chtd., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1885 South Arlington Avenue, Suite 111, Reno, Nevada 89509 (hereinafter referred to as "CONSULTANT");

#### **R E C I T A L S**

**WHEREAS**, COUNTY has determined that it is necessary to obtain a consultant to assist its Department of Transportation with environmental, geotechnical, and design and support 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 conform with all applicable federal, state, and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code Section 1775;

**WHEREAS**, COUNTY has determined that the provision of such services provided by CONSULTANT are in the public's best interest and 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 the Pioneer Trail/US 50 Intersection Safety Improvement Project (hereinafter 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, geotechnical, and design support 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 Exhibit A shall be as specified therein, shall be prepared using the software described in Section D of this Article, and shall be submitted in accordance with the timeframes and formats specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the written approval (may consist of an email) of County's Contract Administrator or designee.

Unless otherwise indicated, receipt of this executed Agreement is CONSULTANT's Notice to Proceed with the work specified herein. CONSULTANT shall not commence work on Tasks 6.1, 10.1, or 10.2 until receiving the Work Order. No payment will be made for any work performed prior to the effective date of the Agreement.

- C. In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Services. Such Optional Services may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by COUNTY's Contract Administrator to the furtherance of the Project. Optional Services will only be assigned if there is funding available from the budget for the tasks and consultants' costs listed in

Before proceeding with any work concerning Optional Services or Tasks 6.1, 10.1, or 10.2, under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders.

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

CONSULTANT shall provide COUNTY's Contract Administrator with the names and titles of CONSULTANT's representatives that are authorized to bind



CONSULTANT by signing Work Orders and Work Order Amendments on CONSULTANT's behalf. CONSULTANT's notification of individuals authorized to execute Work Orders and Work Order Amendments on CONSULTANT's behalf shall be communicated to COUNTY in accordance with the provisions of ARTICLE XXIX, Notice to Parties, of this Agreement.

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

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

- D. If a submittal or 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 shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2015 or AutoCAD Civil 3D 2015 format shall be used for submittal of plans or other similar documents as specified by COUNTY's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to COUNTY's computer and engineering applications 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 unless prior written approval is provided by COUNTY's Contract Administrator, or designee. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

- E. CONSULTANT's responsibilities for compliance with Disadvantaged Business Enterprise (DBE) requirements are described in ARTICLE XLV, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLVI, Disadvantaged Business Enterprise (DBE) Participation, herein.

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

## ARTICLE II

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

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

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

Reimbursement for mileage expenses for CONSULTANT and subconsultants, if applicable, shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. References to the DPA rates and CONSULTANT's responsibilities for cost differences and any overpayments are more fully described in ARTICLE VII, Cost Principles and Administrative Requirements, herein. Mileage reimbursement rates apply to CONSULTANT and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for CONSULTANT or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof.

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

For the purposes of budgeting the Tasks in Exhibit A, the maximum allowable billing amounts for each Task are described in Exhibit C. 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 Work to be provided under this Agreement, CONSULTANT may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Tasks, Other Direct Costs and Mileage, Optional Services, subconsultants, and subconsultants Other Direct Costs identified therein, subject to COUNTY's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

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

### **ARTICLE III**

**Progress Reports:** CONSULTANT shall submit written progress reports to COUNTY's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. 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. 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 IV**

#### **Performance Period:**

- A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall end three (3) years thereafter, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

### **ARTICLE V**

#### **Allowable Costs and Payments:**

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead, mileage and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates,

employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in Exhibit B, unless additional reimbursement is provided for by contract amendment. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in Exhibit B. In the event that COUNTY determines that a change to the work from that specified in Exhibit A is necessary, the contract time or actual costs reimbursable by COUNTY shall be adjusted by an amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Paragraph "G" shall not be exceeded, unless authorized by an amendment to the Agreement prior to exceeding the maximum total cost.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$27,313.49. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in ARTICLE VII, Cost Principles and Administrative Requirements.
- D. When milestone cost estimates are included in Exhibit C, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Scope of Work, COUNTY shall have the right to delay payment or terminate this Agreement in accordance with the provisions of ARTICLE VI, Termination.
- F. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Exhibit C and shall reference this Agreement number, Project title, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each task, and shall include the beginning and ending dates of the overall period of service. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY at the following address:

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

Attn.: Stephanice Lisius

or to such other location as COUNTY directs.

- G. The total amount payable by COUNTY, including the fixed fee and any Work Orders issued, shall not exceed \$657,060.45.
- H. Salary increases will be reimbursable if the new salary is within the salary range identified in Exhibit B and is approved in writing by COUNTY's Contract Administrator prior to the increase.

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

## **ARTICLE VI**

### **Termination:**

- A. COUNTY reserves the right to terminate this Agreement, or any Work Order issued pursuant to this Agreement, upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the Notice of Termination. 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.
- B. COUNTY may terminate this Agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this Agreement with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of this Agreement.



- D. 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.

- E. Bankruptcy: This Agreement, at the sole option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- F. 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.
- G. Termination or Cancellation without Cause: 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.
- H. 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.

## **ARTICLE VII**

### **Cost Principles and Administrative Requirements:**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 C.F.R. Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 48

C.F.R. Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

- D. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. If the rates invoiced are in excess of these authorized rates, then CONSULTANT is responsible for the cost difference and any overpayments shall be reimbursed to COUNTY upon demand. For the purposes of this Agreement, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.
- E. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

## **ARTICLE VIII**

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

## **ARTICLE IX**

### **Audit Review Procedures:**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by COUNTY's 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 in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant contracts, including cost proposals and 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 CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 C.F.R., Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

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

## **ARTICLE X**

### **Subcontracting:**

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

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

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.

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

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

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

## **ARTICLE XI**

### **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 written authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this Agreement is subject to the following: "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 COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 C.F.R. § 200, requires a credit to Federal funds is required when participating equipment with a fair market value greater than \$5,000 is credited to the project.

## **ARTICLE XII**

### **State Prevailing Wage Rates:**

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

## **ARTICLE XIII**

### **Conflict Of Interest:**

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



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

C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

E. 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 VI, Termination, herein.

#### **ARTICLE XIV**

##### **Rebates, Kickbacks, or Other Unlawful Consideration:**

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

#### **ARTICLE XV**

##### **Prohibition of Expending COUNTY, State, or Federal Funds For Lobbying:**

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

1. No state, federal, or local agency appropriated funds have been paid or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the

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

2. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions which form and instructions are attached hereto as Exhibit E and are incorporated herein and made by reference a part hereof.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

## **ARTICLE XVI**

### **Statement of Compliance:**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 [a-f] et seq.) and the applicable regulations promulgated there under (California

Code of Regulations, Title 2, Section 7285 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. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

- C. CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## **ARTICLE XVII**

### **Debarment and Suspension Certification:**

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has complied with Title 2 C.F.R. § 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)," which certifies that he/she or any person associated therewith in the capacity of 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 matter 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. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

## **ARTICLE XVIII**

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

## **ARTICLE XIX**

**Standards for Work:** 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., 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.

Geotechnical engineering services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Construction Manual*, *Caltrans Foundation Manual*, *Caltrans Bridge Construction Records and Procedures Manual*, *Caltrans Independent Assurance Manual*, *Caltrans Materials Testing Manual*, *Caltrans Local Assistance Procedures Manual* and *Local Assistance Program Guidelines*, *Caltrans Engineering Services Manuals*, the El Dorado County Department of Transportation's Quality Assurance Program, American Association of State Highway and Transportation Officials, American Society for Testing and Materials' testing procedures, California Building Standards Code, and all other applicable Caltrans, FHWA, federal, state and local laws, COUNTY guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful, and workmanlike manner in accordance with good engineering practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

Material testing and Quality Control/Assurance shall conform to the current edition of the *Caltrans Construction Manual*, the *Caltrans Construction Manual Supplement for Local Agency Resident Engineers*, the *Caltrans Local Agency Structural Representative Guidelines* and Caltrans' California Test Methods and shall be performed by a material-tester certified by the State of California.

Design services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Seismic Design Criteria*, *Caltrans Highway Design Manual*, and all other applicable Caltrans, Federal Highway Administration (FHWA), federal, state and local laws, COUNTY guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

Mapping services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the current edition of the *Caltrans Right-of-Way Manual*.

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 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 XX**

**Quality Control:** CONSULTANT shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Upon request, CONSULTANT shall provide COUNTY with a general overview of CONSULTANT's quality control plan in the form of a written outline. CONSULTANT shall also identify critical quality control reviews for the major deliverables within item of work assigned. The plan shall take into account the following:

- A. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate item of work project file.



- B. CONSULTANT is responsible for the accuracy and completeness of all data, plans, specifications and estimates prepared by CONSULTANT under this Agreement and shall check all such material accordingly.
- C. Plans, designs, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to COUNTY's Contract Administrator.
- D. A design, estimate, calculation, report or other document furnished under each item of work assigned is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
- E. The minimum standard of appearance, organization and the content of any drawings and reports shall be that of similar types utilized by COUNTY. COUNTY will provide examples to CONSULTANT upon request.
- F. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineers responsible for its preparation.
- G. CONSULTANT shall maintain a complete project file for each item of work performed under this Agreement. This file shall be made available to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall be transferred to COUNTY upon completion of work under the Agreement.

COUNTY's Contract Administrator shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

## **ARTICLE XXI**

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

## **ARTICLE XXII**

**Ownership of Data:** Upon completion or earlier termination of all services under 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 prior 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. Any revisions, modifications, or changes made or reuse on another project without specific written verification and adaptation by CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or legal exposure to CONSULTANT.

#### **ARTICLE XXIII**

**CONSULTANT's Project Manager:** CONSULTANT designates Angie Hueftle, P.E., Principal Engineer, 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 Exhibit A and in the individual Work Orders, if any, issued pursuant to this Agreement; (2) reviewing, monitoring, training, and directing CONSULTANT's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

#### **ARTICLE XXIV**

**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 XXV**

**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 XXVI**

##### **Confidentiality:**

- A. CONSULTANT and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information

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

- B. Permission granted by COUNTY to disclose information on one occasion 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. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by CONSULTANT to any entity other than to COUNTY.
- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- H. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE XXVII**

**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 in accordance with good engineering practices 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 XXVIII**

**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 XXIX**

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

To COUNTY:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: John Kahling  
Deputy Director, Engineering  
Headington Engineering Division

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Michele Weimer  
Procurement & Contracts Manager

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

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

Attn.: Claude Corvino,  
President

or to such other location as CONSULTANT directs.

#### **ARTICLE XXX**

**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 XXIX, 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 XXXI**

**Indemnity:** To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless COUNTY and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to CONSULTANT and the indemnification required. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall



cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

## **ARTICLE XXXII**

**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. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Consultant's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- 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 or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. CONSULTANT shall furnish a certificate of insurance satisfactory to COUNTY's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to COUNTY's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. CONSULTANT agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, CONSULTANT agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of COUNTY's Risk Management Division, and CONSULTANT agrees that no work or services shall be performed prior to the giving of such approval. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 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, employees, and volunteers or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. CONSULTANT's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.
- P. CONSULTANT shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide COUNTY with proof of same if requested.

### **ARTICLE XXXIII**

**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 XXXIV**

**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 XXXV**

**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 XXXVI**

**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 XXXVII**

**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 XXXVIII**

**Compliance with Federal, State, and COUNTY Requirements:** COUNTY is relying on federal assistance or grants, state funds, and 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 Federal Highway Administration (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 (C.F.R.), are incorporated by reference and made a part of this Agreement:

2 C.F.R. § 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:

<https://www.whitehouse.gov/omb/information-for-agencies>

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 XXXIX**

**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 1885 South Arlington Avenue, Suite 111, Reno, Nevada 89509.

#### **ARTICLE XL**

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

#### **ARTICLE XLI**

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

#### **ARTICLE XLII**

**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 XLIII**

**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 State or Federal Government purposes:

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

#### **ARTICLE XLIV**

**CONSULTANT's Endorsement on PS&E/Other Data:** If applicable, the responsible CONSULTANT/Engineer shall sign all plans, specifications, estimates (PS&E) and all engineering data furnished by it and where appropriate, indicate its registration number.

#### **ARTICLE XLV**

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

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

#### **ARTICLE XLVI**

##### **Disadvantaged Business Enterprise (DBE) Participation:**

- A. This Agreement is subject to 49 C.F.R. § 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Consultants who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this Agreement is 12%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1) or in the Consultant Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.



- C. DBEs and other small businesses, as defined in 49 C.F.R. § 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 C.F.R. § 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.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 C.F.R. § 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 C.F.R. § 26.53(f).
- F. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials, if any, for which each is listed unless CONSULTANT obtains prior written consent from COUNTY's Contract Administrator. CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE without written approval from COUNTY's Contract Administrator.
- G. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.

#### **ARTICLE XLVII**

**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 XLVIII**

##### **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 Director of Transportation, or designee, which may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under this Agreement, CONSULTANT may request review by COUNTY's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

- C. Neither the pendency of a dispute, nor its consideration by the committee, will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of any and all claims arising out of or related to the dispute and a bar to any further proceedings or legal or equitable remedy.

## **ARTICLE XLIX**

**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 L**

### **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 LI**

### **Claims Filed by COUNTY'S Construction Contractors:**

- A. If claims are filed by COUNTY's construction contractors relating to work performed by CONSULTANT's personnel or subconsultants, and additional information or assistance from CONSULTANT's personnel or subconsultants is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel and/or subconsultants available for consultation

with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. CONSULTANT's personnel and subconsultants that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Any consultation or testimony that may be required by COUNTY will be reimbursed at the same rates that are being paid for CONSULTANT's personnel services under Exhibit B hereto, unless the construction contractor claims are covered in whole or in part by ARTICLE XXXI, Indemnity, in which case no compensation will be paid.
- C. Services of CONSULTANT's personnel or subconsultants in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

#### **ARTICLE LII**

**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 LIII**

**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 LIV**

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

1. CONSULTANT shall take all necessary affirmative steps to assure that minority firms and women's business enterprises are used when possible.
2. Affirmative steps shall include:
  - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
- (e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce as appropriate; and
- (f) Requiring the prime CONSULTANT, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

#### **ARTICLE LV**

**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 C.F.R. § 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 LVI**

**Contract Administrator:** The COUNTY Officer or employee with responsibility for administering this Agreement is John Kahling, P.E., Deputy Director, Engineering, Headington Engineering Division, Department of Transportation, 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, part of a provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, parts, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

#### **ARTICLE 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: \_\_\_\_\_  
John Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Division  
Department of Transportation

### **Requesting Department Concurrence:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Rafael Martinez, Director  
Department of Transportation

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

**--COUNTY OF EL DORADO--**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"COUNTY"

Attest:

James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**--NICHOLS CONSULTING ENGINEERS, CHTD.--**

By: \_\_\_\_\_  
Claude Corvino  
President  
"CONSULTANT"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Greg Fasiano  
Corporate Secretary

Dated: \_\_\_\_\_

**Nichols Consulting Engineers, Chtd.**

**Exhibit A**

**Scope of Work**

**PROJECT DESCRIPTION**

The Pioneer Trail/US 50 Intersection Safety Improvement Project (Project) is identified within the Tahoe Regional Planning Agency's (TRPA) Environmental Improvement Program as Project #03.01.02.0074 and intends to improve: traffic flow by reducing delay; idling and acceleration conditions, therefore reducing air quality and noise impacts; and, improve safety through the geometric design of a roundabout resulting in less severe collisions, since broadside collisions and head-on collisions are nearly eliminated. The Project shall also close a major gap in the active transportation system by providing full access for non-motorist users including crosswalks and refuge islands to the neighboring amenities.

This Project was identified as a needed safety improvement in the FHWA Resource Center's 2015 Meyers Road Safety Audit, is a priority intersection location in the TRPA 2016 *Active Transportation Plan*, and is a project of the TRPA Environmental Improvement Program. In-depth analysis for this improvement was conducted as part of TRPA's "On Our Way" grant program. This multi-agency effort included direct participation from COUNTY, TRPA, FHWA, Caltrans Headquarters, Caltrans District 3, and community participation from the Meyers Community Foundation.

The Project is located in eastern El Dorado County, in the Tahoe Basin within the community of Meyers, in South Lake Tahoe, California. It is bordered by the North Upper Truckee Road on the west, Washoe Meadows State Park to the north, U.S. Highway 50/State Route 89 on the south, and Apache Avenue to the east.

**SCHEDULE AND DELIVERABLES**

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

Unless otherwise indicated below, CONSULTANT shall submit draft documents and reports to COUNTY's Contract Administrator (CA) for review and comment. CONSULTANT shall incorporate COUNTY's CA's comments into 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 PDF format to COUNTY's CA unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by COUNTY for all deliverables unless otherwise specified.

The timing of deliverables is dependent upon multiple variables from multiple agencies; therefore, completion times are approximate. Significant adjustments to the

completion times specified may only be made upon written request and approval of COUNTY's CA. If permits or rights of entry are required for any Task, COUNTY will provide the permit.

## **SCOPE OF WORK**

### **TASK 1: PROJECT MANAGEMENT, MEETINGS, AND COORDINATION**

Task 1 defines the Project and involves agency meetings, field visits, gathering data, finalizing the scope and schedule through a scoping meeting, establishing the Project Development Team (PDT), and coordination with Caltrans and other agencies. CONSULTANT shall lead PDT meetings that include distributing approved meeting agendas, arrange attendance of key PDT members, and distributing meeting notes along with a summary of action items.

#### **Task 1.1: Project Development – P010P (WBS Activity ID)**

CONSULTANT shall perform a site review and a review of available information, including, but not limited to, existing records, reports, and as-builts. Site information shall be obtained from various entities that exist in and around the Project area. This information is intended to become part of the Project performance criteria for determining the Project alternatives. COUNTY will provide available information, including but not limited to existing records, reports, as-builts, and inspection reports for improvements within the Project area.

##### **Activities:**

- Prepare Draft Technical Memorandum of site review and existing information. Submit to COUNTY for review and incorporate comments.
- Prepare Final Technical Memorandum of site review and existing information. Submit to COUNTY.

##### **Deliverables:**

- Draft and Final Technical Memorandum of existing information, submitted to COUNTY via email. No hard copies required.

##### **Schedule:**

- Draft Technical Memorandum of existing information within two (2) months of receipt of the fully-executed Agreement.
- Final Technical Memorandum of existing information within one (1) week of receipt of COUNTY's comments on Draft Technical Memorandum.

#### **Task 1.2: Kick-off Meeting**

A kick-off meeting shall be held after receipt of the fully-executed Agreement to establish the PDT, establish communication channels, develop and set the critical path Project schedule, clarify the scope of work, and define the roles and responsibilities of the various team members. Prior to the kick-off meeting, CONSULTANT shall create a draft agenda that, along with items identified above, shall include a list of recommended PDT members.

**Activities:**

- Facilitate one (1) kick-off meeting with COUNTY and CONSULTANT team.
- Prepare draft kick-off meeting agenda prior to the meeting. Submit to COUNTY for review and incorporate comments.
- Prepare final kick-off meeting agenda. Submit to COUNTY.
- Prepare draft kick-off meeting notes. Submit to COUNTY for review and incorporate comments.
- Prepare final kick-off meeting notes and distribute to meeting attendees via email.

**Deliverables:**

- Draft kick-off meeting agenda and meeting notes.
- Final kick-off meeting agenda and meeting notes.

**Schedule:**

- Kick-off meeting within one (1) month from receipt of the fully-executed Agreement.
- Final kick-off meeting agenda within two (2) days prior to date of meeting.
- Final meeting notes within one (1) week after date of kick-off meeting.

**Task 1.3: Project Management**

CONSULTANT shall be responsible for Project delivery schedule, critical path schedule updates, Quality Assurance/Quality Control (QA/QC), technical management, budget adherence, and monitoring. This task involves regular monthly invoicing and progress reports. Progress reports shall be submitted in accordance with ARTICLE III, Progress Reports, to facilitate Project oversight. CONSULTANT shall follow established internal QA/QC procedures, in accordance with ARTICLE XX, Quality Control, as well as standard Caltrans QA/QC requirements.

**Activities:**

- Prepare Project delivery schedule updates, invoices, progress reports, and QA/QC.

**Deliverables:**

- Progress reports and invoices.
- Project delivery schedule updates.

**Schedule:**

- Monthly for duration of the Project.

**Task 1.4: PDT Meetings**

CONSULTANT shall schedule and facilitate the PDT meetings, distribute approved meeting agendas, and distribute meeting notes along with a summary of action items.

**Activities:**

- Conduct up to two (2) PDT Meetings.
- Prepare up to two (2) Draft PDT Meeting agendas and summary notes. Submit to COUNTY for review. Incorporate comments.
- Prepare up to two (2) Final PDT Meeting agendas and summary notes.



**Deliverables:**

- Draft PDT meeting agenda.
- Final PDT meeting agenda for hard copy distribution to meeting attendees.
- Draft PDT summary meeting notes.
- Final PDT summary meeting notes and distribute to meeting attendees via email.

**Schedule:**

- Meetings shall occur as needed throughout Project duration.
- Final PDT meeting agenda within two (2) days prior to date of meeting.
- Final summary meeting notes distributed within one (1) week after each PDT meeting.

**Task 1.5: Caltrans Management Assistance**

CONSULTANT shall identify and prepare all documents and technical reports required by Caltrans in accordance with the Local Assistance Procedures Manual (LAPM) for submittal to Caltrans Division of Local Assistance for each phase of the Project. CONSULTANT shall assist COUNTY with preparation of other documentation as necessary to facilitate management of funding and approvals with Caltrans, including tracking timelines and submittals of all documentation needed to meet the Project delivery schedule.

**Activities:**

- Prepare draft Requests for Authorization and other associated documents. Submit to COUNTY for review. Incorporate comments.
- Prepare final Requests for Authorization and other associated documents. Submit to COUNTY.

**Deliverables:**

- Draft Requests for Authorization and other associated documents.
- Final Requests for Authorization and other associated documents.

**Schedule:**

- Throughout Project duration as needed, in accordance with Caltrans LAPM.
- Draft Requests for Authorization and other associated documents within two (2) weeks from COUNTY's request.
- Final Requests for Authorization and other associated documents within three (3) days of receipt of comments from COUNTY.

**TASK 2: SURVEY AND BASE MAPPING****Task 2.1: Detailed Design Surveys and Mapping**

CONSULTANT shall locate horizontal and vertical details of all the permanent and impact areas along the route, the side streets, proposed parking lots, existing outfall sites, manholes, catch basins, street lighting, signage, pavement breaks, power poles, utility vaults, buildings, driveways, thresholds, doorways, and retaining walls.

CONSULTANT shall employ Static GPS methods and conventional methods to conduct primary survey control. The control network shall be established in California State Plane Coordinate System, Zone 2. Vertical datum shall be based on NAVD88 from published benchmarks using bar-coded digital levels. Survey control procedures shall adhere to Caltrans Standards and, once control is established, a combination of aerial mapping and ground surveys shall be performed to prepare a detailed topographic survey. CONSULTANT shall prepare an AutoCAD drawing, including digital terrain model of the ground surveyed areas and digital formats suitable to overlay onto the existing mapping and imagery record.

**Deliverable/Schedule:**

- AutoCAD drawing in both hard copy and digital formats shall be provided electronically in a format useful to COUNTY. AutoCAD drawing shall be submitted in accordance with the approved Project delivery schedule.

**Task 2.2: Property Network Map – Boundary Resolution**

CONSULTANT shall prepare a property network summary of information for all properties adjacent to the State and COUNTY right-of-way in the Project area, to include State and COUNTY rights-of-way. Field surveys shall include sufficient search and survey ties to section corners, right-of-way monuments, and property corners to establish State and COUNTY rights-of-way and adjoining property lines. Office support shall include research and obtain record of surveys, corner records, parcel maps, final maps, deeds, and Caltrans right-of-way maps to aid in resolving the land network map. The summary shall include assessor's parcel numbers and owner's name. The land network map shall enable the design team to delineate areas where permanent easements, temporary construction easements, and right-of-way acquisitions shall be required.

**Deliverables:**

- One (1) hard copy and one (1) electronic copy of the land network base mapping in AutoCAD format at a minimum scale of 1:100.
- One (1) hard copy and electronic copy of summary of property data for all properties adjacent to the State and COUNTY right-of-way.

**Schedule:**

- Deliverables shall be submitted in accordance with the approved Project delivery schedule.

**Task 2.3: Appraisal Map**

CONSULTANT shall prepare the appraisal map in accordance with Caltrans standards. The appraisal map shall contain the boundary resolution, State right-of-way, and proposed right-of-way lines. It is assumed that up to three (3) private parcels and five (5) public parcels shall be impacted by acquisitions. All mapping and standards shall be prepared in accordance with the Caltrans right-of-way manual.

**Deliverable/Schedule:**

- One (1) hard copy and electronic copy of the appraisal map approved by Caltrans. The appraisal map shall be submitted in accordance with the Project delivery schedule.

Tasks 2.4 and 2.5, are not a part of the initial phase. Authorization to proceed in the form of a written Work Order approved by County's Contract Administrator may be provided at a later date.

**Task 2.4: Acquisitions and Easements**

CONSULTANT shall perform field and office work to prepare legal descriptions and exhibit plats for recording acquisitions and temporary construction easements. Preliminary title reports shall be obtained by CONSULTANT for parcels requiring right of way takes. Temporary construction easements shall be prepared for parcels with right of way takes. Parcels not requiring right of way takes, but requiring access to construct conforms shall have construction area permits obtained by COUNTY. All acquisitions shall follow Caltrans right of way manual.

**Deliverables:**

- Three (3) copies of the plats and legal descriptions for up to eight (8) total sites.
- Preliminary title reports for up to eight (8) total take sites.
- Three (3) copies of the temporary construction easement plats for up to eight (8) sites.

**Task 2.5: Hard Copy Map**

CONSULTANT shall prepare a hard copy right of way map in accordance with Caltrans standards. The hard copy right of way map shall contain all data shown on the appraisal map together with horizontal control, monumentation found, and coordinate values. The hard copy right of way map shall show the relationship between existing centerlines/right of way and proposed centerlines/right of way by station offset and coordinate values. Planimetric mapping data shall be shown. Location and numbering of proposed acquisitions and/or easements shall be provided. Survey narrative discussing methodology used to resolve boundary/land network shall be included.

**Deliverables:**

- Caltrans right of way map detailing the location and numbering of proposed acquisitions and/or easements.

**TASK 3: PRELIMINARY ENGINEERING, PROJECT APPROVAL, AND ENVIRONMENTAL****Task 3.1: Traffic Operations Update**

CONSULTANT's review of the traffic volumes from the memorandum dated December 28, 2017, *Traffic Operations Analysis for the US Highway 50/Pioneer Trail*

*Intersection Safety Improvement Project*, and Caltrans traffic volumes as utilized in the US 50/SR 89 study for the US 50 segment in the vicinity of the Project area indicates that the Caltrans traffic volumes are lower. The Traffic Operations Analysis identified the need for a two (2) lane roundabout. CONSULTANT shall perform a preliminary traffic operations analysis and sensitivity analysis with this lower set of traffic volumes to understand the sensitivity for a reduced roundabout geometry. Based on the analysis, CONSULTANT shall prepare draft and final Updated Traffic Operations Memorandum.

**Assumptions:**

- Additional traffic forecasting shall not be required for this Project.
- No new traffic counts shall be needed and traffic data collected by Caltrans for the US 50/State Route 89 roundabout shall be sufficient for the Project.

**Deliverables:**

- Draft and Final Updated Traffic Operations Memorandum.

**Schedule:**

- Draft Updated Traffic Operations Memorandum one (1) month after CONSULTANT's receipt of needed traffic data.
- Final Updated Traffic Operations Memorandum two (2) weeks after receipt of comments from COUNTY and Caltrans.

**Task 3.2: Preliminary Engineering and Concept Development**

The memorandum dated December 28, 2017, *Traffic Operations Analysis for the US Highway 50/Pioneer Trail Intersection Safety Improvement Project*, addressing traffic operations of a signal and roundabout alternatives at the subject intersection is assumed to fulfill the requirement of a Step 1 Intersection Control Evaluation (ICE). This Preliminary Engineering task shall build on the previous work to complete an ICE Step 2 which shall further compare the roundabout and signal alternatives using not only traffic operations performance measures, but other objective measurements including but not limited to bicycle and pedestrian circulation, environmental impacts, and greenhouse gas emissions.

Based on the updated traffic operations conducted in Task 3.1, CONSULTANT shall identify and develop viable alternatives for the intersection that meet the overall Project purpose and need. It is assumed that two (2) roundabout alternatives shall be developed, one (1) with a bypass lane for westbound US 50 and one (1) without. Additionally, one (1) signalized alternative shall be evaluated for comparison purposes. CONSULTANT shall develop a performance matrix that compares each alternative on safety, operations, environmental considerations, right-of-way impacts, costs, and constructability. The performance matrix shall be based on the information obtained for the Highway Safety Improvement Program (HSIP) Grant Application, the Memorandum dated December 28, 2017, the environmental technical studies, and the technical memorandum of existing information prepared under Task 1.1. The roundabout and the signalized concepts shall clearly demonstrate the benefits to constructing a roundabout at the Pioneer Trail/US 50 intersection to assist with the

public outreach process. CONSULTANT shall model alternatives in VISSIM (traffic simulation software) for use during the public outreach process.

CONSULTANT shall prepare an ICE Step 2 document summarizing the preliminary engineering and results of the Performance Matrix and provide a recommendation on the selected alternative to move forward to the plans, specifications, and estimates (PS&E) phase.

CONSULTANT shall prepare roundabout design check exhibits, a preliminary cost estimate, and geometric approval drawings for the top ranked roundabout alternative. These exhibits shall be submitted to Caltrans for review and approval.

**Deliverables:**

- Two (2) roundabout alternatives and one (1) signalized alternative in draft and final format.
- Draft and Final Performance Matrix.
- Draft and Final ICE Step 2 document.
- Roundabout Design Check Exhibits, cost estimate, and Geometric Approval Drawings.
- VISSIM Simulations.

**Schedule:**

- Draft alternatives one (1) month after the final Traffic Operations Memorandum is approved.
- Revised draft alternatives and draft Performance Matrix one (1) month after comments received on draft alternatives from COUNTY and Caltrans.
- Draft Preliminary ICE Step 2 document one (1) month after comments received on draft concepts from COUNTY and Caltrans.
- Final concepts and ICE Step 2 document two (2) weeks after comments received on draft concepts and matrix from COUNTY and Caltrans.
- Roundabout Design Check Exhibits, cost estimate, and Geometric Approval Drawings after the final concepts and ICE Step 2 submittal.
- VISSIM simulations shall be prepared at least two (2) weeks prior to public meeting.

**Task 3.3: Project Description**

CONSULTANT shall develop a detailed Project description for the technical studies and CEQA documents. The Project description shall include design details on the proposed improvements; a discussion of existing and proposed rights of way and easements; a list of construction methods and standard measures to install proposed improvements, remove the existing, 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 Project description shall become part of the Project Report (see Task 3.4), biological and cultural resources reports (see Task 4, Technical Studies), and the initial CEQA document (see Task 5, CEQA Compliance).



**Activities:**

- Prepare draft Project description, submit to COUNTY for review, and incorporate comments.
- Prepare final Project description and incorporate into technical studies and CEQA document.

**Deliverables:**

- Draft Project description (electronic, MS Word format).
- Final Project description (included with Tasks 4 and 5 deliverables).

**Schedule:**

- Draft Project description shall be submitted to COUNTY within one (1) month from receipt of Project information from COUNTY.
- The final Project description shall be incorporated into the technical studies and CEQA document within six (6) weeks after receipt of Project information.

**Task 3.4: Project Initiation Document and Project Report**

CONSULTANT shall prepare a Project Study Report-Project Development Support (PSR-PDS) followed by draft and final Project Report (PR) in accordance with the Caltrans Project Development Procedures Manual. The PSR-PDS shall draw information from the ICE Step 2 document to address issues such as Context Sensitive Solutions, Minimum Project Alternative, stageable alternatives, the no build alternative, Life Cycle Cost, and others. This shall include documentation of both the traffic signal and roundabout alternatives, but it is assumed that no more than two (2) build alternatives and the no-build alternative shall be brought forward into the PR phase. The Final PR shall identify the preferred Project alternative after the specific effects of the Project and reasonable mitigation measures have been identified.

CONSULTANT assumes no more than two (2) roundabout alternatives will be evaluated in the Project Report. CONSULTANT assumes mandatory or advisory Design Fact Sheets, value analysis, life cycle cost analysis, and noise abatement decision report will not be required.

**Deliverables:**

- Administrative Draft of the PSR-PDS submitted to COUNTY.
- Draft and Final PSR-PDS submitted to COUNTY and Caltrans.
- Administrative Draft of the PR submitted to COUNTY.
- Draft and Final PR submitted to COUNTY and Caltrans.

**Schedule:**

- Administrative Draft PSR-PDS submitted to COUNTY one (1) month after approval of the Project description. The completion of this task may be impacted by the completion of the draft Preliminary Environmental Assessment Report (PEAR), which is integral to the PSR-PDS due to seasonal restrictions.
- Draft PSR-PDS submitted to COUNTY and Caltrans three (3) weeks after comments received on Administrative Draft.
- Final PSR-PDS submitted to COUNTY and Caltrans two (2) weeks after comments received on Draft PSR-PDS.

- Administrative Draft PR submitted to COUNTY one (1) month after approval of the PSR-PDS.
- Draft PR submitted to COUNTY and Caltrans three (3) weeks after comments received on Administrative Draft.
- Final PR submitted to COUNTY and Caltrans two (2) weeks after comments received on Draft PR.

### **Task 3.5: Area of Potential Effect (APE) Map**

CONSULTANT shall coordinate with COUNTY to obtain Project design details, including, but not limited to, design drawings of the proposed 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 study area, 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 develop draft and final APE map using a format acceptable by Caltrans. The APE shall include an Area of Direct Impact (ADI), established according to the horizontal and vertical extent of disturbance from proposed construction-related activities. The APE shall also include an Area of Indirect Impact (AII) which considers indirect effects to potential historic properties caused from visual, audio, or atmospheric intrusions, shadow effects, vibrations from construction activities, or changes to access or use. CONSULTANT shall coordinate with Caltrans to approve and sign the APE map.

County will provide input on the APE map, including, but not limited to, CAD or GIS data of the new and road improvement designs, contours, staging areas, parcel boundaries, utility locations, existing and proposed right of way and/or easements, proposed signage and/or lighting, and other areas potentially affected by the project. For purposes of this scope, the APE (Direct boundary) is equivalent to the study area, although the term APE shall 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.

#### **Activities:**

- Prepare draft APE map and submit to COUNTY for review.
- Prepare final APE map and submit to COUNTY and Caltrans for review/approval.

#### **Deliverables:**

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

#### **Schedule:**

- The draft APE map shall be submitted to COUNTY within two (2) weeks after receipt of Project data from COUNTY.
- The draft APE map shall be submitted to Caltrans within one (1) week after receipt of comments on the draft APE map from COUNTY.
- The final APE map shall be submitted to COUNTY and Caltrans within one (1) week after receipt of comments on the draft APE map.

- The final signed APE map shall be submitted to COUNTY within one (1) day after receipt from Caltrans.

### **Task 3.6: Landscape Concepts**

Upon selection of the preferred alternative, CONSULTANT shall prepare up to two (2) schematic landscape concepts for the Project that shall include:

- A plant palette specific to the Tahoe area and applicable to the roundabout design.
- Schematic plan landscape design relative to the proposed civil design concepts. The designs shall indicate/illustrate the type of landscape proposed (e.g., pedestrian buffer, accent, screening, proposed tree locations, and proposed LID landscape).
- Typical sections (3D illustrative images) demonstrating the typical look of the landscape relative to the street conditions.

CONSULTANT assumes that public art and/or monument signs are not included in this concept.

#### **Deliverables:**

- Two (2) Draft and Final Landscape Concepts.

#### **Schedule:**

- Draft landscape concepts one (1) month after selection of the preferred alternative.
- Final landscape concepts one (1) month after comments received on the draft concepts.

## **TASK 4: TECHNICAL STUDIES**

### **Task 4.1: Delineation of Waters of the United States and Wetland Assessment**

CONSULTANT shall conduct field work and prepare draft and final draft Delineation of Waters of the United States Reports using the APE as the study limits. The report shall include the minimum requirements of the United States Army Corps of Engineers (USACE) to support verification by the USACE as part of the permitting process (see Task 10, 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
- Field work to record and delineate the boundaries of wetlands and other waters in the APE

The report shall describe and quantify Waters of the United States (WOUS) in the APE and the information contained in the report shall be summarized in the Natural Environment Study (NES) and CEQA document.

Prior to any field work, CONSULTANT shall conduct a data review of the Project. The data review shall include United States Geological Survey (USGS) topography, United States Fish and Wildlife Service (USFWS) National Wetland Inventory data, imagery, determination of the Natural Resources Conservation Service (NRCS) listed soils as hydric or non-hydric soils, review of climate data, and the preparation of field maps. The field maps shall be prepared and field data shall be collected based on the following resources:

- 1987 USACE Wetland Delineation Manual
- Regional Supplement to the USACE of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0), May 2010
- A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States, August 2008 (if field conditions warrant this method)
- Minimum Standards for Acceptance of Aquatic Resources Delineation Reports for the Sacramento District, issued January 2016
- Updated Map and Drawing Standards for the South Pacific Division Regulatory Program, issued February 10, 2016

Prior to conducting any field work, CONSULTANT shall review the August 26, 2015 Meyers Erosion Control Project (ECP) Expanded Area (+/- 35 Acre Survey Area) Delineation of Waters of the United States (CONSULTANT 2015) and the October 2016 Country Club Heights Erosion Control Project, Final Aquatic Resource Delineation Report (CONSULTANT 2016).

CONSULTANT shall map soil pit locations and potential jurisdictional WOUS, including wetlands in ESRI ArcGIS format (can be converted to AutoCAD format). For each potentially jurisdictional WOUS (or set of associated WOUS, such as wetlands adjacent to a drainage), CONSULTANT shall follow USACE protocol by determining if a significant nexus exists between the WOUS and Lake Tahoe, a known traditional navigable waterway.

To fulfill the USACE January 2016 Delineation Reports Minimum Requirements, the draft and final draft WOUS Delineation Reports shall include the following:

- 1) A cover letter requesting a jurisdictional determination, which shall specify if a preliminary or approved jurisdictional determination is being requested.
- 2) A signed statement from the property owners allowing the USACE personnel to enter the property and to collect samples during normal business hours.
- 3) A statement that the delineation has been conducted in accordance with the 1987 USACE Wetlands Delineation Manual and the appropriate regional supplements, including the OHWM Field Guide.
- 4) Directions to the survey area.
- 5) Contact information for the applicants, property owners, and agents.
- 6) A narrative describing aquatic resources at the site and an explanation for the mapped boundaries, especially for resources containing complex transition

zones. If the site contains resources that meet one (1) or two (2) wetland criteria or do not exhibit a clear OHWM, the rationale for not delineating these features shall be described.

- 7) The total acreage of the survey area.
- 8) Dates field work was completed.
- 9) A table listing all aquatic resources. The table shall include the name of each aquatic resource, its Cowardin type, acreage, and location (latitude/longitude). For linear features, the table must show both acreage and linear feet.
- 10) A description of existing field conditions. The field condition description may include current land use, flood/drought conditions, irrigation practices, modifications to the site, and any characteristics considered atypical.
- 11) A discussion of the hydrology at the site, including all known surface or subsurface sources, drainage gradients, surface water connections to the nearest traditional navigable waterway or interstate water, and any potential influence for manmade water sources, such as irrigation. The discussion should identify the nearest blue-line waterway or other feature found on the most recent USGS map.
- 12) A discussion of plant communities and habitat types present on the site and a list of the scientific name, common name, and wetland indicator status of the plants.
- 13) Soil descriptions, soil maps, and a discussion of hydric soils or soils with hydric inclusions at the site.
- 14) Any observed or documented interstate or foreign commerce connection associated with aquatic resources found on the site, specifically recreation or other use by interstate or foreign travelers, sale of fish or shellfish in interstate or foreign commerce, and use by industries operating in interstate or foreign commerce.
- 15) A site location map on a 7.5-minute USGS quadrangle. The map must provide the name of the USGS quadrangle, Section, Township, Range, the Universal Transverse Mercator System (UTM) or latitude and longitude.
- 16) A completed copy of the USACE Aquatic Resources Excel spreadsheet.
- 17) A map of the delineated aquatic resources ("Aquatic Resources Delineation Map") in accordance with the February 10, 2016 Final Map and Drawing Standards for the South Pacific Division Regulatory Program. These Mapping Standards shall include forty (40) standards/items to be included on the delineation maps.
- 18) Completed data forms, including essential information to make a decision.
- 19) A description of the methods used to survey the aquatic resources boundaries. For most delineations, the Sacramento District requires GPS equipment for the collection of data. The GPS equipment must have the



capability of sub-meter spatial accuracy, at a minimum. If other methods are used, the report must contain a rationale for this deviation.

- 20) Digital data for the site, aquatic resource boundaries, and data point locations must be provided in a GIS format, with ESRI shape-files being the preferred format. Each GIS data file must be accompanied by a metadata file containing the appropriate geographic coordinate system, projection, and datum.

The final draft WOUS Delineation Report results shall be summarized for the Natural Environment Study and CEQA document.

**Activities:**

- Review base maps and relevant data to identify potential waters and wetlands in the APE.
- Conduct field work to delineate and map WOUS, including wetlands, in the APE.
- Prepare a draft delineation report, submit to COUNTY and incorporate comments.
- Prepare a final draft delineation report and submit to Caltrans and COUNTY.

**Assumptions:**

- Field work for the WOUS Report shall require no more than one (1) day and shall be conducted at the same time as the reconnaissance-level biological survey (Task 4.2).
- Draft WOUS Report will be reviewed by COUNTY.
- Minimal revisions to the draft WOUS Report shall be necessary to produce the final WOUS Report.
- No meeting shall be necessary to complete the WOUS Report. CONSULTANT's attendance at a site verification visit with the USACE, if necessary, is included in Task 10.1, Pre-Construction Notification for Section 404 Permit.

**Deliverables:**

- Draft Delineation of WOUS Report (electronic, MS Word, and PDF formats).
- Final draft Delineation of WOUS Report (electronic, MS Word, and PDF formats; up to two [2] hard copies).

**Schedule:**

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

#### **Task 4.2: Biological Assessment**

CONSULTANT shall conduct a reconnaissance-level survey of the APE (assumed to be equivalent to the action area and biological study area) to characterize habitats, identify potential breeding or other habitat for the Sierra Nevada yellow-legged (SNYLF) or the California red-legged frog (CRLF), 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. CONSULTANT shall request an official species list from the U.S. Fish and Wildlife Service (USFWS). A desktop review of aerial photographs, topographic maps, and data on special-status species shall be conducted by CONSULTANT to assess the potential for the SNYLF, CRLF, 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 SNYLF or the CLRF is expected to be addressed) and support consultation between Caltrans and the USFWS 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.

CONSULTANT shall prepare a BA that shall support Caltrans Section 7 consultation with the USFWS. CONSULTANT shall conduct a site assessment for the SNYLF, which based on preliminary guidance from the Reno Fish and Wildlife office (USFWS biologist), shall include a visual encounter survey (VES) following the USFWS protocol. The VES shall include the Project area and a 94-foot buffer along the perennial Upper Truckee River.

CONSULTANT shall develop the BA using the USFWS Species List, results of the reconnaissance-level field survey, and other relevant information to document the conclusions regarding the effects of the proposed Project on USFWS listed or candidate wildlife or plant species, if any. Mitigation or conservation measures shall be identified in the BA to avoid or reduce potential adverse impacts on federally listed species, if any. The BA shall be prepared in compliance with Caltrans requirements (e.g., BA template dated June 2011 or as revised in accordance with 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.

CONSULTANT shall prepare a draft BA and submit it to COUNTY's CA. CONSULTANT shall incorporate COUNTY's comments and revise the draft BA and re-submit the draft BA to Caltrans and COUNTY's CA. Based on comments received from Caltrans, a final BA shall be prepared and submitted to Caltrans.

#### **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 visual encounter survey to characterize habitats and record incidental observations of special-status plants and wildlife in the APE.
- Prepare draft BA and submit to COUNTY 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 USFWS.
- Respond to questions or information requests from USFWS during consultation process.

#### **Assumptions:**

- A formal site assessment (visual encounter survey) for the SNYLF is not included in this scope of work.
- Field work 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 SNYLF is expected to be addressed in the BA.
- Minimal revisions to the draft BA shall be necessary to produce the revised draft and final BA.
- No meetings shall be necessary to complete the BA.
- Caltrans will coordinate directly with USFWS during the consultation process. Caltrans will also coordinate directly with the USACE to request a letter stating that Caltrans may serve as the federal lead for Endangered Species Act (ESA) compliance on behalf of the USACE.

#### **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).

#### **Schedule:**

- Field work shall be conducted within two (2) weeks after the APE boundary is confirmed by COUNTY and Caltrans, weather permitting.
- The draft BA shall be submitted to COUNTY for review within one (1) month after completion of field work.
- 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 USFWS submittal within one (1) week after receipt of comments from Caltrans.

#### **Task 4.3: Caltrans Cultural Resource Assessment**

CONSULTANT shall conduct a cultural resource assessment to meet compliance with Section 106 of the National Historic Preservation Act (NHPA) and Public Resource Code (PRC) Section 21083.2 of CEQA. Once the Preliminary Environmental Study (PES) has been completed by Caltrans and the APE map is approved, CONSULTANT shall begin the cultural resources assessment by initiating Native American consultation, requesting a records search from the North Central Information Center (NCIC), conducting additional archival research (e.g., review of historic literature, previous cultural resources reports, as-built plan sets if available, etc.), and draft and submit a letter to the Native American Heritage Commission (NAHC) requesting a

search of their Sacred Lands database, as well as a list of interested tribal representatives.

CONSULTANT shall evaluate the cultural resources within the APE for their potential listing in the National Register of Historic Places (National Register) and the California Register of Historical Resources (California Register). The identification of archaeological resources is not anticipated for this Project; therefore, if Caltrans requires the development of an Archaeological Survey Report (ASR), it is assumed to only require minimal information. The field investigation shall be limited to surface evaluation only; therefore, CONSULTANT assumes that Caltrans shall not require a subsurface investigation to test for the presence/absence of buried cultural material (i.e., Extended Phase 1 documentation).

CONSULTANT shall prepare a draft Historic Properties Survey Report (HPSR) and ASR using the most current Caltrans formats and guidelines. The draft documents shall be submitted to COUNTY for review and comment. CONSULTANT shall prepare revised drafts for each of these documents following receipt, review, and integration of COUNTY's comments. The revised drafts shall then be submitted to Caltrans for review and comment. A final ASR and HPSR shall be prepared following receipt, review, and integration of Caltrans comments.

CONSULTANT's archaeologist shall participate in Project development, team coordination, and CEQA and NEPA compliance document preparation tasks, ensuring that cultural resource matters are properly integrated into the overall Project.

**Activities:**

- Review background information on cultural resources.
- Field investigation of surface evaluation.
- Conduct outreach to Native American tribes.
- Conduct field work to locate cultural resources within or adjacent to in the APE.
- Prepare draft HPSR and ASR and submit to COUNTY.
- Incorporate COUNTY's comments, revise HPSR and ASR, and submit to Caltrans and COUNTY's CA.
- Prepare final HPSR and ASR, incorporating Caltrans comments, and submit to Caltrans for signature.

**Assumptions:**

- Field work shall require no more than two (2) days.
- The draft HPSR/ASR will be reviewed by COUNTY and Caltrans. One (1) round of revision from both COUNTY and Caltrans will be required to finalize the all cultural resource documents.
- No more than one (1) meeting shall be necessary to complete the ASR/HPSR.
- Native American consultation activities will be limited in scope (initial contact and coordination).
- Since many project activities occur in the existing, previously disturbed road right of way, CONSULTANT anticipates that site density will be low. cursory examination of the general Project area suggests there will not be a need to

document architectural resources. As such, Caltrans will not require the development of a Historical Resources Evaluation Report (HRER).

- Subsurface testing will not be required to assess resource significance or the potential for Project-related impacts to cultural resources.

**Deliverables:**

- Draft HPSR and ASR (electronic, MS Word, and PDF formats).
- Revised draft HPSR and ASR (electronic, MS Word, and PDF formats).
- Final HPSR and ASR for Caltrans signature (electronic, PDF format; one [1] hard copy).

**Schedule:**

- Background research shall be conducted within two (2) months after receipt of fully-executed Agreement.
- Field investigation work shall be conducted within two (2) weeks after the APE boundary is approved by COUNTY and Caltrans.
- The draft HPSR and ASR shall be submitted to COUNTY for review within one (1) month after completion of field work.
- The revised draft HPSR and ASR shall be submitted to Caltrans for review within one (1) week after receipt of comments from COUNTY.
- The final HPSR and ASR shall be submitted to Caltrans for signature within one (1) week after receipt of comments from Caltrans.

**Task 4.4: 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 Task 3.3, a characterization of the vegetation communities or habitats in the APE (i.e., BSA) based on field work conducted for Task 4.2, a summary of the Delineation of Waters of the United States from Task 4.1, a summary of the BA and consultation process from Task 4.2, 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, or riparian habitat), including identification of appropriate mitigation measures. The California Natural Diversity Database (CNDDDB), California Native Plant Society online inventory, USFWS list of federally listed species in COUNTY, and California Wildlife Habitat Relationships system shall be reviewed to identify special-status species with potential to occur in the APE and describe the habitats and species requirements. The NES shall include a discussion of invasive plants or noxious weeds present in the APE or with potential to be spread into the APE during construction. CONSULTANT shall conduct a single-visit botanical survey during spring.

The NES shall describe the existing biological setting, the natural resources and habitats, and how the Project may affect those resources. The NES is a Caltrans



specific report and CONSULTANT shall follow the guidelines and format described in the Caltrans Standard Environmental Reference and specifically the Caltrans Environmental Handbook.

CONSULTANT shall conduct the necessary background research to gather existing information and determine the level of effort for the subsequent field investigations. There are a variety of federal, state, and local databases and sources for existing biological and botanical information. CONSULTANT shall gather relevant background information from available sources.

The NES shall include a map of the BSA, the Project description (Task 3.3), a summary of the final draft WOUS Delineation Report (Task 4.1), the characterization of the vegetation communities and/or habitats field investigation results from the BA (Task 4.2), the BA shall be summarized, which shall include the Caltrans and USFWS Section 7 consultation process, a discussion of special-status species with potential to occur in the APE, a discussion of invasive plants and noxious weeds, and an analysis of impacts on sensitive biological resources.

The evaluation of impacts section of the NES shall include a discussion of direct and indirect effects, long-term and/or short-term impacts, and cumulative impacts as a result of the proposed Project. In addition, this section of the NES shall include a discussion of the level of impacts to determine the significance of the Project impacts to the resources. The determination of the significance of effects shall follow the approaches identified within the Council on Environmental Quality (CEQ) Regulations, and the CEQA Guidelines.

The NES shall include a discussion of mitigation measures that shall be fully vetted by Caltrans and COUNTY. Potential mitigation measures may include measures that avoid impacts, minimize impacts, rectify or repair impacts, reduce or eliminate impacts, or compensate for impacts. The level of mitigation required by the Project shall be a function of the significance of the impacts on the biological, botanical, and other natural resources identified in the NES. The NES shall provide the technical documentation necessary to support statements made within the CEQA and NEPA documents.

CONSULTANT shall prepare a draft NES and submit it to COUNTY. CONSULTANT shall incorporate COUNTY's comments and revise the draft NES and submit the draft NES to Caltrans and COUNTY. Based on comments received from Caltrans, a final NES shall be prepared and submitted to Caltrans for signature, and a copy shall be provided to COUNTY.

**Activities:**

- Review background information on biological resources, such as CNDDB and USFWS lists.
- Assess the potential for special-status plant and wildlife species to occur in or near the APE.
- Conduct a single-visit botanical survey during the spring.
- Prepare draft NES and submit to COUNTY.
- Incorporate comments from COUNTY on draft NES, 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.

**Assumptions:**

- Field work for the BA will provide sufficient information to conduct a special-status species assessment and describe habitats. If timing allows (i.e., in spring), a supplemental botanical survey will be conducted to compile a list of plants found in the APE.
- County will provide data on tree locations and trees to be removed for the Project.
- Protocol surveys for special-status species are not included in this scope of work.
- The draft NES shall be submitted to Caltrans and COUNTY after Section 7 consultation is complete (Item of Work 4.2).
- Minimal revisions to the draft NES shall be necessary in response to comments to produce the revised draft and final NES.
- No meetings shall be necessary to complete the NES.

**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).

**Schedule:**

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

**Task 4.5: Preliminary Site Investigation for Aerially Deposited Lead (ADL)**

CONSULTANT recommends a Preliminary Site Investigation (PSI) to address the potential presence of aerially deposited lead (ADL). CONSULTANT's objective is to complete the PSI as part of the environmental process such that mitigation measures to address ADL, if present, can be incorporated into the environmental documents. By completing the PSI prior to completion of the design, mitigation measures can also be incorporated into the bid documents prior to issuance for bidding thus allowing for potential impacts to construction costs.

CONSULTANT assumes the sampling and testing of the collection of soil samples are within the Caltrans right-of-way only.

CONSULTANT shall prepare and submit an encroachment permit application to Caltrans with presumed traffic control to only include warning signs and no lane closures. CONSULTANT assumes that the field work included in this proposal shall

be performed outside any paved areas or lanes of traffic. CONSULTANT shall coordinate TRPA permitting prior to work, including a grading exemption permit, if required. Soil disturbance shall be limited to disturbing less than one (1) cubic foot of soil at one (1) time and less than one (1) cumulative cubic yard of soil. A health and safety plan shall be prepared in advance of any field work.

CONSULTANT shall perform routine task management including permit acquisitions, consultation with COUNTY and Caltrans, telephone conversations, invoicing support, meetings, and other anticipated work-related items specific to obtaining the encroachment permit.

CONSULTANT shall collect soil samples with hand-sampling equipment in non-paved areas adjacent to the roadway areas. To collect a representative dataset, CONSULTANT shall collect samples starting at the intersection of Highway 50 and Pioneer Trail as follows:

- On each side of the Highway 50 every fifty (50) feet for two hundred fifty (250) feet to the north and to the south of the Pioneer Trail intersection; and,
- On each side of Pioneer Trail every fifty (50) feet for two hundred fifty (250) feet to the east of the Highway 50 intersection.

Using this as an assumption the total number of sampling locations is estimated to be thirty (30) locations. To establish a depth of possible impacts CONSULTANT shall collect samples at each of the thirty (30) locations at two (2) depths; from 0 to 0.5 feet and 1.5 to 2.0 feet for a total of sixty (60) soil samples for testing for total lead. Locations shall be backfilled with native soils removed during the sampling process and native mulch shall be applied to stabilize the ground surface. Areas shall be accessible and not be frozen during soil sampling. CONSULTANT shall analyze the 0 to 0.5-foot and 1.5 to 2.0-foot samples for total lead. Samples shall be submitted to a California Certified Analytical Lab for analysis by EPA Method 6020; testing shall be performed on a standard turn-around-time of ten (10) working days.

CONSULTANT may assume since the Project is on the state highway system that it is eligible for consideration under the 2016 Soil Management for Aerially Deposited Lead-Contaminated Soils Agreement between Caltrans and the California Department of Toxic Substance Control (DTSC). The general criteria established for design elements related to lead impacted soils are shown below. The general testing criteria of the agreement assumes testing for total lead and some testing for soluble lead by the California Waste Extraction Test (WET) and/or Total Characteristic Leaching Potential (TCLP) methods as listed below:

| Table 1. Minimum Cover Requirements for ADL-contaminated Soil Based on Extractable and Total Lead Concentrations (95% UCL)* |     |  |   |
|---|-----|--|---|
| Extractable Lead Concentration  |     | Total Lead Concentration                                 | Minimum Cover Requirement                     |
| Less than 5 mg/l CA- WET  | and | Less than 320 mg/kg                                      | No cover requirement                          |
| Greater than 5 mg/l CA- WET and equal to or below 1.5 mg/l DI-WET   | or  | Greater than 320 mg/kg but equal to or below 1600 mg/kg  | One foot of clean soil**                      |
| Greater than 1.5 mg/l DI- WET but equal to or below 150 mg/l DI-WET   | or  | Greater than 1600 mg/kg but equal to or below 3200 mg/kg | Pavement structure                            |
| Greater than 150 mg/l DI- WET   | or  | Greater than 3200 mg/kg                                  | Subject to full regulation as hazardous waste |

\* ADL-contaminated soil having a pH less than or equal to 5.0 may not be managed under this Agreement and must be properly disposed of.

\*\* This is the minimum requirement. Such soil may alternatively be covered by a pavement structure.

CONSULTANT shall compare the soil analytical results for total lead to the criteria outlined in above and provide recommendations for additional testing as needed, including WET or TCLP testing, if needed. For cost purposes CONSULTANT shall assume that up to four (4) WET and four (4) TCLP tests may be necessary. This task includes sampling tools and sampling and field supplies that may include hand-auger sampling equipment, stainless-steel tubes, laboratory jars, gloves, ice, ice chests, and other materials and equipment. This task also includes the costs for EPA Method 6020 analysis testing by a California ELAP certified analytical laboratory.

A draft technical memorandum shall be prepared to include Project background information, testing criteria, and tests performed, and outline the findings, general recommendations, and mitigation measures that are based on the results from the soil sampling and testing. The memorandum shall also include a map showing sampling locations, summary tables of the analytical results, and representative descriptions of the soil materials collected, including photographs.

CONSULTANT shall address COUNTY comments from the draft memorandum and develop a final memorandum. It is not anticipated that the recommendations shall provide specifications for soil handling during construction or soil disposal, should they be necessary.

#### **Deliverables/Schedule:**

- Draft technical memorandum (electronic, MS Word, and PDF formats) shall be submitted to COUNTY within two (2) weeks after completing field work.

- Revised draft technical memorandum shall be submitted to Caltrans for review within one (1) week after receipt of comments from COUNTY.
- Final technical memorandum (electronic, MS Word, and PDF formats) shall be submitted to Caltrans within one (1) week after receipt of comments from Caltrans.

#### **Task 4.6 Initial Site Assessment**

CONSULTANT shall prepare an Initial Site Assessment (ISA) in accordance with Caltrans guidance documents to identify Potential Environmental Concerns (PEC). CONSULTANT shall conduct the ISA using the Initial Transaction Screening (ISA-TS) process. If PEC are identified as a result of conducting the ISA-TS, additional effort may be required to evaluate concerns and complete the ISA. The ISA has been divided into four (4) components:

##### **Site History Assessment**

CONSULTANT shall review and evaluate pertinent available data to investigate historical uses of the property and to identify known and potential sources of contamination from hazardous materials. CONSULTANT shall, at a minimum, use the following sources of information pertaining to the past and current ownership and uses of each parcel in question:

- Documents from owner and COUNTY historical societies, old business and telephone directories, Sanborn maps (if available), and other historic documents.
- Historical aerial photographs and site maps or plans.
- Existing title searches as available at COUNTY's Assessor's Office.
- COUNTY hazardous waste plans, business plans, and inventories.
- Other pertinent documents supplied by COUNTY.
- Historical COUNTY issued building, well and/or land use permits and licenses.

Information obtained through the historical review shall also help guide subsequent site visits and reconnaissance of adjacent properties and may provide useful information for designing sampling and analytical testing programs in a subsequent phase at each parcel, if required.

##### **Records Review**

CONSULTANT shall review and evaluate published regulatory agency lists of hazardous material sites within the Project areas and adjacent properties. The lists reviewed shall include at a minimum the following:

- USEPA National Priorities List (NPL);
- USEPA Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS);
- California State Water Resources Control Board (SWRCB) Hazardous Substances Storage Container Information;
- California Regional Water Quality Control Board (RWQCB) Fuel Leaks List;
- California Integrated Waste Management Board (CIWMB) Solid Waste Information System (SWIS) List;



- California Division of Oil and Gas (DOG) Methane Zones and Oil or Gas Well Information;
- California Environmental Protection Agency (Cal/EPA) Contaminated Wells List;
- Cal/EPA Department of Toxic Substances Control (DTSC) CalSites List; and
- Cortese List of Hazardous Material Sites in California.

CONSULTANT shall collect environmental lien information and historical City Directory listings for the parcel and shall review public records and interview regulatory agency staff, as necessary, to identify and examine reported occurrences of hazardous materials problems. The agencies likely to be contacted include the USEPA, DTSC, RWQCB, and other local agencies.

#### Site Visit and Offsite Reconnaissance

CONSULTANT shall visit the property to visually corroborate indications of possible hazardous material contamination discovered during the historical review, records review, and interviews. CONSULTANT shall gather visual evidence of other potential contamination problems, which may include the following:

- USTs and associated supply lines;
- Hazardous material and hazardous waste storage/disposal areas;
- Barren or discolored soil conditions, including signs of dead and stressed vegetation;
- Electrical transformers and capacitors;
- Existing water supply wells; and surface water and site drainage patterns.

#### ISA Technical Memorandum and Data Submittal

CONSULTANT shall prepare an ISA submittal package (Draft and Final versions) that includes a brief description of the survey scope of work, a list of records that were reviewed, descriptions of pertinent interviews with regulators and/or persons with knowledge about each parcel, a description of observations made during each site visit, and offsite reconnaissance.

#### **Deliverables/Schedule:**

- Draft ISA (electronic, MS Word, and PDF formats) within six (6) weeks of initiating Task 4.
- Final ISA (electronic, MS Word, and PDF formats) within three (3) weeks of receipt of all comments on ISA.

### **TASK 5: CEQA COMPLIANCE**

#### **Task 5.1: Administrative Draft CEQA Document**

It is anticipated that an Initial Study/Mitigated Negative Declaration (IS/MND) under this work plan shall be sufficient CEQA documentation for the Project. Upon determination of the appropriate CEQA document, CONSULTANT shall prepare and assist COUNTY in processing an administrative draft CEQA document. The Initial Study (IS) shall be based on the Environmental Checklist in Appendix G of the CEQA

Guidelines and follow a similar format to other COUNTY CEQA documents. The IS shall include a description of the proposed Project (Task 3.3), 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 Task 3.3. 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 CEQA document shall summarize the results of the IS and document COUNTY's proposed decision on the Project.

**Activities:**

- Prepare administrative draft CEQA document and submit to COUNTY for review.

**Assumptions:**

- No alternatives shall be analyzed in the CEQA document.
- Technical studies will be in draft format before submitting the administrative draft CEQA document for review. Draft technical studies will be adequate to incorporate into the CEQA document with minimal changes anticipated after Caltrans review.
- Project shall comply with CEQA and will not have any unmitigable impacts. If the impact analysis identifies significant and unavoidable impacts, CONSULTANT shall alert COUNTY and discuss next steps.
- No field work beyond that identified in Task 4 or meetings shall be necessary for preparation of the CEQA document.
- If there are multiple reviewers at COUNTY, comments will be consolidated by COUNTY prior to sending to CONSULTANT.

**Deliverable:**

- Administrative draft CEQA document (electronic, MS Word and PDF formats).

**Schedule:**

- Administrative draft CEQA document shall be submitted to COUNTY for review within twelve (12) months after receipt of the fully-executed Agreement.

**Task 5.2: Draft CEQA Document**

CONSULTANT shall review comments from COUNTY and revise the administrative draft CEQA document to produce a public draft CEQA document. CONSULTANT shall prepare a draft mitigation monitoring and reporting plan (MMRP). CONSULTANT shall prepare the draft and final Notice of Completion for COUNTY approval and signature and the draft and final Notice of Intent. CONSULTANT shall deliver fifteen (15) copies of the public draft CEQA document and notices in the required format to the California Office of Planning and Research State Clearinghouse (SCH) and mail via standard US mail up to ten (10) hard copies of the public draft CEQA document to recipients on a COUNTY-provided distribution list.

**Activities:**

- Review and incorporate COUNTY comments on administrative draft CEQA document.
- Prepare draft MMRP.
- Prepare draft and final Notice of Completion and Notice of Intent.
- Print and distribute public draft CEQA document, Notice of Completion, and Notice of Intent to COUNTY and SCH once approved by CA.
- Mail public draft CEQA document.

**Assumptions:**

- No public meetings are anticipated during the public review period. No meetings are necessary for preparation of the draft CEQA document.
- No additional field work, technical studies, or substantial new analysis will be performed based on comments received on the administrative draft CEQA document.
- One in-person or GoTo Meeting telephone conference of up to four (4) hours will be held with COUNTY to review final draft CEQA document comments.

**Deliverables:**

- Check-draft CEQA document with MMRP (electronic, PDF format).
- Draft and final Notice of Completion and Notice of Intent (electronic, PDF format).
- Public draft CEQA document (electronic, PDF format; up to twenty-five (25) hard copies).

**Schedule:**

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

**Task 5.3: Responses to Comments on CEQA Document**

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 CEQA document shall be made, and any errata shall be identified in the memorandum.

**Activities:**

- Compile and review public comments on the public draft CEQA document.
- Prepare responses to comments memorandum and submit to COUNTY for review.
- Incorporate comments and finalize responses to comments memorandum.

**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.

**Deliverables:**

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

**Schedule:**

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

**TASK 6: NEPA COMPLIANCE****Task 6.1: Categorical Exclusion Determination Form**

If requested by Caltrans, CONSULTANT shall prepare draft and final Categorical Exclusion Determination Forms following Caltrans guidelines and prepare a summary of environmental commitments to attach to the form. These documents shall be submitted to COUNTY prior to submittal to Caltrans. Caltrans shall finalize the Categorical Exclusion Determination Form and complete the NEPA approval process.

While a Categorical Exclusion is assumed sufficient for NEPA compliance, if the wetlands assessment in Task 4.1 determines that wetlands could be affected by the Project, they could be considered an *extraordinary circumstance*, requiring an Environmental Assessment (40 CFR 1508.27). This scope of work assumes a Categorical Exclusion is acceptable for this Project.

**Activities:**

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

**Assumptions:**

- No meetings shall be necessary for preparation of the Categorical Exclusion Determination Form.
- CEQA document 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.

**Deliverables:**

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

**Schedule:**

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

Task 6.1 Categorical Exclusion Determination Form, is not a part of the initial phase. Authorization to proceed in the form of a written Work Order approved by County's Contract Administrator may be provided at a later date.

**TASK 7: GEOTECHNICAL ENGINEERING SERVICES**

CONSULTANT shall conduct a geotechnical investigation for the exploration and evaluation of the roadway and proposed drainage improvements proposed for this Project. As part of the geotechnical engineering services, the following shall be performed/provided by CONSULTANT with the results of Tasks 7.1, 7.2, 7.3, and 7.4 included in the Draft and Final Geotechnical Design Report.

**Task 7.1: Record Search**

CONSULTANT shall perform a record search of all readily available published geologic, hydrogeologic, and geotechnical data for the Project area and near vicinity. CONSULTANT shall follow the guidelines for the Freedom of Information Act (FOIA) to obtain any information from the USACE, U.S. Bureau of Reclamation, COUNTY, TRPA, and Caltrans for any previously performed geologic or geotechnical work done in or near to the Project area. CONSULTANT shall obtain (if available) published reports and maps from the California Geologic Survey, U.S. Geological Survey, and the Department of Agriculture Soil Conservation Service for soils and rock information at and near the Project site.

CONSULTANT shall review published geologic maps and fault hazard reports to establish the presence of any documented geologic hazards at the site. Existing geotechnical reports for other projects in the area shall be reviewed, as available, to supplement information obtained during this investigation. CONSULTANT shall perform a record search to obtain readily available published geologic, hydrogeologic, and geotechnical data for the Project area and near vicinity. The soils within the Project area are mapped by California Geological Survey as till deposits consisting mixture of sand and gravel soils with cobbles and boulders that are weathered in-place to various degrees.



### **Task 7.2: Geologic Map/Report**

CONSULTANT shall perform a site visit to complete a visual condition (Distress) survey along US Highway 50 and Pioneer Trail within the Project limits, to identify and map areas of pavement distress. Distressed areas identified include alligator cracking, depressions, potholes, and other loss of pavement sections. CONSULTANT shall prepare photos along with written descriptions of the distressed areas and include them in the study. Concurrently, the areas where pavement coring and soil borings are to be performed shall be marked out in white paint and have their locations called in to Underground Service Alert (USA) notification a minimum of seventy-two (72) hours prior to any pavement coring or boring work commencing.

CONSULTANT shall meet with COUNTY representatives and/or USA subscribers to verify the location of existing underground utilities and relocate proposed boring/coring locations as necessary. CONSULTANT shall review the existence of observable obstacles to drilling. CONSULTANT shall obtain a Caltrans encroachment permit, TRPA and private property permission, COUNTY encroachment permit, and COUNTY Environmental Management Department permit, as necessary.

CONSULTANT shall perform pavement coring along the entire Project area in both directions (approximately up to twenty [20] pavement cores). The cores shall be performed to measure the thickness of the existing pavement structural section (asphalt concrete and aggregate base types and thicknesses) and to acquire samples of the subgrade soils for visual identification and later laboratory testing. The pavement cores shall be sampled as to profile the existing asphalt pavement and base thicknesses (with the boring locations as well) so a minimum grinding plane can be established for the pavement reconstruction. CONSULTANT shall provide traffic control for all work within the roadway to perform the pavement cores.

In areas where the pavement distress is due to a subgrade failure (deep failure), a shallow boring shall be drilled and representative samples recovered to determine the soil type, presence of groundwater (perched or permanent), and to perform additional laboratory testing. CONSULTANT shall provide traffic control for all work within the roadway to perform the borings. It is estimated that borings shall be performed approximately every two hundred fifty (250) feet within the Project study area (approximately up to ten [10] borings). A Photo-ionization Detector (PID) shall be used during the boring program to check for the presence of petroleum hydrocarbons from all recovered soils.

CONSULTANT shall sample all borings nearly continuous in the upper five (5) feet and at approximately 5-foot intervals thereafter, where drilling is extended deeper than five (5) feet. Rock (granite and granodiorites), where encountered, shall be cored to a minimum of 2-feet below the bottom of the pipe or manhole inverts. The borings shall be used to define the soil and groundwater conditions within the improvement area and to obtain soil samples for laboratory testing. Within each boring, the existing pavement sections shall be measured. CONSULTANT shall log all of the borings. The borings shall be backfilled with soil cuttings from the drilling operation (or grouted as required by COUNTY Environmental Management Department requirements) and capped with a cold asphalt patch.

Using the information gathered during the record search and the field investigation, CONSULTANT shall prepare a geologic profile of the encountered soil and rock conditions along the Project. The results of the geoprobe petroleum hydrocarbon contamination screening shall be provided in plan format with measured concentrations and inferred contaminant level contours between sampled sites. Included in the descriptions shall be the engineering properties of the soils, types and jointing (strike and dip) of the rock, strength of the rock (compressive), and existing roadway conditions. The engineering properties and descriptions shall be provided in a tabular format referencing the laboratory and field testing used to develop them. Rock dip and strike shall be mapped in the conventional stereographic plot.

CONSULTANT shall advance up to twenty (20) pavement core holes within the Project area to measure the existing structural sections (asphalt concrete pavement and aggregate base), as well as to sample the subgrade soils immediately below the pavement section. In addition, CONSULTANT shall advance a series of up to ten (10) test borings to approximately ten (10) feet below the existing pavement/ground surface to adequately reveal subsurface soil and groundwater conditions within the Project area. It is expected borings would be located every two hundred fifty (250) feet on US Highway 50 and Pioneer Trail within the Project area; however, existing utilities, as well as the target boring areas of pavement subgrade failures, shall determine the final locations of the borings. All borings and pavement core holes shall be advanced using hollow-stem auger drilling techniques. The existing asphalt concrete at the borings and pavement core holes shall be cored using a cutting head attached to the drill stem. The pavement core holes shall only be advanced to about one (1) foot into the subgrade soils to log the subgrade soils and collect samples from the drill spoils. Based on the geological mapping, CONSULTANT shall not expect hard bedrock within the proposed ten (10) feet depth of exploration in the borings as such bedrock coring is not planned. If hard subsurface cobbles/boulders are encountered at shallow depths in a boring, this boring location shall be slightly offset in attempt to reach the target depth. Soils in the borings shall be sampled with a two-inch-outside-diameter split-spoon sampler driven by a standard 140-pound drive hammer with a 30-inch stroke. The number of blows to drive the sampler one (1) foot into undisturbed soil (standard penetration test) is an indication of the density and shear/subgrade strength of the material. Material encountered during exploration shall be logged in the field by CONSULTANT. The groundwater surface shall be measured if encountered. A Photo-ionization Detector (PID) shall be used to check the presence of petroleum hydrocarbon and, if present, to measure their concentration (screening testing) in the samples retrieved from borings. The groundwater surface shall be measured if encountered. Representative samples shall be returned to our laboratory for testing. Once the exploration is complete, borings and pavement core holes shall be backfilled with spoils (or grout, if needed as part of the encroachment permit conditions) and the surface shall be plugged with cold asphalt concrete. It is noted that drill spoils with hydrocarbon contamination may require on-site containment and off-site treatment and disposal, depending on the concentration. CONSULTANT shall immediately notify COUNTY if such hazardous materials are present in the drill spoils to determine the next course of action; however, the cost for additional

evaluation/laboratory testing of hydrocarbon contaminated soils or their disposal are not included in this scope of work.

COUNTY specifies three (3) infiltration tests under the Task 7.3 Laboratory Testing section. CONSULTANT shall interpret this as permeability testing on collected soil samples. Since granular sandy soils are expected at the site, it shall be necessary to remold the samples for permeability testing and such remolding can result in soil permeability that are not representative for the in-situ soils. Therefore, CONSULTANT shall perform borehole percolation testing to determine infiltration for the site soils. CONSULTANT shall advance the three (3) of the ten (10) proposed borings in the general areas of the Project where the infiltration characteristics of the subsurface soils are needed for design of the Project stormwater management system. CONSULTANT shall coordinate the testing locations and depths with COUNTY.

**Assumptions:**

- Field exploration shall be coordinated with TRPA; however, CONSULTANT shall assume a soils/hydrologic scoping report application submittal shall not be necessary. A soils/hydrologic report application for construction is included as Task 10.3.

**Deliverables:**

- Geologic profile shall be included with Task 7.5 deliverables.

**Task 7.3: Laboratory Testing**

CONSULTANT shall perform laboratory testing on select samples recovered from the boring and pavement coring field work based upon the types of structures anticipated for this Project (new structural pavement sections, concrete and brick paver flatwork, retaining walls, trenches, and shored excavations for the installation of the new drainage improvements) and the types of soils expected to be encountered. The gravel equivalency method for structural section design shall be used. This method requires CONSULTANT to perform R-value testing from samples recovered.

Proposed testing shall involve laboratory analysis on selected bulk and undisturbed soil samples acquired during the field program to determine basic soil properties related to roadway design and infrastructure improvements. Laboratory testing shall include in-situ moisture content and density, compaction, strength testing, R-value, and corrosion analysis. For the purposes of the cost estimate, CONSULTANT shall perform ten (10) moisture/density tests, five (5) gradation tests, three (3) R-value tests, three (3) compaction tests, one (1) unconfined compression test (for intact rock), three (3) infiltration tests, and two (2) corrosion tests for buried metal and concrete. The number and types of tests performed shall vary slightly depending on the actual soils encountered at the site, but generally expect the soils shall be granular and non-plastic in nature based upon the surficial soils visible at the Project site.

Sand and gravel soils are expected in the Project area through the maximum exploration depth of ten (10) feet as such sampling of these soils using a modified California or Shelby tube sampler in borings to obtain relatively undisturbed samples is not feasible. Therefore, density tests (performed on tube samples of relatively undisturbed soils) are not included in the proposed laboratory testing schedule.

CONSULTANT shall not expect hard bedrock within the Project area as such unconfined compressive testing on intact rock are not included in the scope.

#### **Task 7.4: Engineering Analysis**

Based upon the actual soils and rock encountered in the field investigation, an engineering analyses shall be performed for the proposed improvements associated with this Project. The engineering analyses shall include, but not limited to, new structural pavement section and overlay design, concrete and brick paver flatwork, temporary shoring and trench backfill placement, light pole and traffic signal foundation design, vault design, buried pipe design, and landscaping recommendations.

#### **Task 7.5: Draft Geotechnical Design Report**

CONSULTANT shall prepare a draft geotechnical design report (in accordance with Caltrans standards), which shall include the visual condition (distress) survey, tabulated pavement core and existing base material type and thicknesses, log of test borings, laboratory testing results, and analyses of the existing pavement. Modifications to existing drainage systems (curb, gutter, and sidewalk) and construction of a new storm drain shall be discussed. The report shall present the remediation methods and analyses, cost analyses of each of the methods, and a recommendation of the preferred method.

The geotechnical design report for the Project, shall be prepared in accordance with Caltrans CTM 120 and shall include the following:

- Description of the proposed Project, existing site conditions.
- The results of the record search, field investigation, and laboratory testing in tabular format. The borings shall be provided in the standard Caltrans Log of Test Borings (LOTB) format. A description of surface and subsurface soil, rock, and pavement conditions along the existing alignment, and any observed groundwater shall be provided.
- The limits (vertical and horizontal) delineations of any identified hazardous wastes and the corresponding concentrations shall be provided in written and graphical (contour mapping) format. Recommendations with regard to worker safety, monitoring (lower explosive limit, upper explosive limit), and disposal shall be provided for work, which is expected to take place in contaminated soils and groundwater. No recommendations shall be provided with regard to remediation of the soils and groundwater beyond the limits of the construction as that is beyond the scope of this Project.
- Recommendations for design and construction of the proposed roadway improvements, including design recommendations for new pavement sections, pavement rehabilitation, flatwork, and construction-related recommendations for grading, drainage, trenches, vaults, and new structural sections. Recommendations with regard to site seismicity, slopes, and erosion control where required; drainage conveyances; and storm water treatment facilities shall be provided.
- Foundation recommendations for support of street lighting, signage and monuments, and new retaining structures where appropriate.



- Landscaping and other plantable area recommendation shall be provided.
- Construction method recommendation upon the supporting data.

**Deliverables:**

- CONSULTANT shall provide COUNTY with two (2) hard copies of the draft geotechnical design report for review and comment.
- CONSULTANT shall provide Caltrans with hard copies of the draft geotechnical design reports and log of test boring sheets as required.

**Schedule:**

- Deliverables shall be submitted in accordance with the approved Project delivery schedule.

**Task 7.6: Final Geotechnical Design Report**

CONSULTANT shall respond to all comments received and shall incorporate them in the final geotechnical design report.

**Deliverables:**

- Two (2) copies of the wet-sealed final geotechnical design report and two (2) copies of the log of test boring sheets.
- CONSULTANT shall provide Caltrans with copies of the final geotechnical design reports and log of test boring sheets as required.

**Schedule:**

- Deliverables shall be submitted in accordance with the approved Project delivery schedule.

**Task 7.7: Traffic Control Plan for Geotechnical Investigation**

CONSULTANT shall prepare and develop a Caltrans encroachment permit application along with a traffic control plan and shall submit the application and plan to COUNTY and Caltrans for review and approval before performing services along COUNTY and Caltrans right-of-way.

**Deliverable:**

- Encroachment Permit Application with a Traffic Control Plan.

**Schedule:**

- The encroachment permit application shall be submitted to COUNTY and Caltrans a minimum of six (6) weeks prior to performing any field work identified in Task 7.2.

**TASK 8: PLANS AND ESTIMATE (P&E)**

CONSULTANT shall prepare the plans in accordance with the Caltrans Plans Preparation Manual. CONSULTANT shall base the design and detailing of the plans on the current Caltrans Standard Plans and "XS" sheets and use COUNTY's standard plan sheet border.

CONSULTANT shall prepare organized, detailed sets of quantity calculations for all design details using standard Caltrans summary sheets.



CONSULTANT shall prepare a preliminary Engineer's Estimate of Probable Construction Cost (Estimate) using latest available data from CONSULTANT's project histories, recent COUNTY projects, and Caltrans Contract Cost Data.

CONSULTANT shall perform an independent check of the P&E plans at the 35%, 65%, 95%, and 100% submittals. The QC check shall include:

- Geometric design conformance
- Civil plan review
- Cross disciplinary plan check against civil plans
- Civil engineer's estimate review

#### **Task 8.1: 35% P&E**

CONSULTANT shall develop plans to the 35% level. The 35% plan set shall include, but not be limited to preliminary:

- Title and Location Map
- Typical Cross Sections
- Project Control
- Layouts, Profiles, and Superelevation Diagrams
- Concrete jointing plan
- Construction Details
- Drainage Plans, Profiles, Details and Quantities
- Utility Plans and Details
- Stage Construction Plans, Details, and Quantities
- Traffic Handling Quantities
- Pavement Delineation Plans, Details, and Quantities
- Sign Plans, Details, and Quantities
- Summary of Quantities
- Landscape Layout Plan and Erosion Control Plans
- Landscape Details and Quantities
- Electrical Plans, Details, and Quantities

CONSULTANT shall prepare a 35% level preliminary cost estimate that shall include all major cost components identified for the Project alternative.

#### **Activities:**

- Prepare 35% design plan sheets.
- Prepare 35% preliminary cost estimate.

#### **Deliverables:**

- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the 35% design plan sheets to CA.
- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the 35% preliminary Estimate to CA.

**Schedule:**

- CONSULTANT shall submit the 35% design plan sheets as identified in CONSULTANT's approved Project delivery schedule.
- CONSULTANT shall submit the 35% preliminary Estimate as identified in CONSULTANT's approved Project delivery schedule.

Tasks 8.2 through 8.5, are not a part of the initial phase. Authorization to proceed in the form of written Work Orders approved by County's Contract Administrator may be provided at a later date.

**Task 8.2: 65% P&E**

CONSULTANT shall prepare the draft and final 65% plans and cost estimate. CONSULTANT shall incorporate all COUNTY's comments from the 35% review into the 65% plans and cost estimate and submittal.

**Activities:**

- Prepare draft and final 65% plan sheets.
- Prepare 65% cost estimate.
- Submit responses to the 35% comments.

**Deliverables:**

- CONSULTANT shall prepare and submit one (1) electronic copy and five (5) hard copies of the draft 65% plan sheets to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the final 65% plan sheets to COUNTY with comments and right of-way requirements addressed.
- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the 65% cost estimate to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the 35% response to comments to COUNTY.

**Schedule:**

- CONSULTANT shall submit the draft 65% plan sheets within ninety (90) business days of receipt of signed NEPA compliance document and the filing of CEQA IS/MND Notice of Determination.
- CONSULTANT shall submit the 65% cost estimate within ninety (90) business days of receiving 35% submittal comments from COUNTY.
- CONSULTANT shall submit the 35% response to comments within ninety (90) business days of receiving 35% submittal comments from COUNTY.
- Task 8.2 65% P&E is not a part of the initial phase. Authorization to proceed with Task 8.2 may be provided at a later date.

**Task 8.3: 95% P&E**

CONSULTANT shall prepare the 95% plans and cost estimate. CONSULTANT shall incorporate all COUNTY's comments from the 65% submittal into the 95% plans and cost estimate and submittal.

CONSULTANT shall perform independent check calculations using the 65% details to review completeness, constructability, and conformance to design standards.

CONSULTANT shall prepare quantity calculations as stated above in Task 8: Plans and Estimate (P&E).

**Activities:**

- Prepare 95% plan sheets.
- Prepare 95% cost estimate.
- Perform independent check calculations.
- Perform design calculations.
- Submit responses to the 65% comments.
- Perform quantity calculations.

**Deliverables:**

- CONSULTANT shall prepare and submit one (1) electronic copy and five (5) hard copies of the 95% plan sheets to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the 95% cost estimate to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the 65% response to comments to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and one (1) hard copy of the design calculations to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and one (1) hard copy of the independent check calculations to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and one (1) hard copy of the quantity calculations to COUNTY.

**Schedule:**

- CONSULTANT shall submit the 95% plan sheets within ninety (90) business days of receiving 65% submittal comments from COUNTY.
- CONSULTANT shall submit the 95% cost estimate within ninety (90) business days of receiving 65% submittal comments from COUNTY.
- CONSULTANT shall submit the 65% response to comments within ninety (90) business days of receiving 65% submittal comments from COUNTY.
- CONSULTANT shall submit the design calculations within ninety (90) business days of receiving 65% submittal comments from COUNTY.
- CONSULTANT shall submit the independent check calculations within ninety (90) business days of receiving 65% submittal comments from COUNTY.
- CONSULTANT shall submit the quantity calculations within ninety (90) business days of receiving 65% submittal comments from COUNTY.

**Task 8.4: 100% P&E**

CONSULTANT shall prepare the 100% plans and cost estimate. CONSULTANT shall incorporate all COUNTY's comments from the 95% submittal into the 100% plans and cost estimate and submittal.

CONSULTANT shall prepare a Resident Engineer (RE) Pending File that includes the final PS&E package, final hydrology/hydraulics report, as-built plans, and any special instructions from the Designer to the RE.

**Activities:**

- Prepare 100% plan sheets.
- Prepare 100% cost estimate.
- Prepare responses to the 95% comments.
- Update quantity calculations.
- Prepare RE Pending File.

**Deliverables:**

- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the 100% plan sheets to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the 100% cost estimate to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the 95% response to comments to COUNTY.
- CONSULTANT shall prepare and submit one (1) electronic copy and two (2) hard copies of the quantity calculations to COUNTY.
- CONSULTANT shall prepare and submit two (2) hard copies of the RE Pending File to COUNTY.

**Schedule:**

- CONSULTANT shall submit the 100% and drainage plan sheets within ninety (90) business days of receiving 95% submittal comments from COUNTY.
- CONSULTANT shall submit the 100% cost estimate within ninety (90) business days of receiving 95% submittal comments from COUNTY.
- CONSULTANT shall submit the 95% response to comments within ninety (90) business days of receiving 95% submittal comments from COUNTY.
- CONSULTANT shall submit the quantity calculations within ninety (90) business days of receiving 95% submittal comments from COUNTY.
- CONSULTANT shall submit the RE pending file within ninety (90) business days of receiving 95% submittal comments from COUNTY.

**Task 8.5: Contract Bidding Support**

CONSULTANT shall provide technical support to COUNTY throughout the bidding process. CONSULTANT services shall include attending the pre-bid meeting, review bidders' packages, if necessary, and respond to bidder inquiries, including revising plan sheets. CONSULTANT shall be available to provide ongoing consultation and interpretation of construction documents during the construction of the proposed Project.

**Activities:**

- Provide support during bidding process.
- Attend pre-construction meeting if requested.
- Prepare plan modification for contract change orders as requested.
- Site visits as requested.
- Assist COUNTY in preparing and delivering the final As-Built Plans using marked prints provided by the Construction Resident Engineer (if requested).

**Assumptions:**

- Bidding support services shall be no more than forty-six (46) hours.
- Construction support services shall be no more than one hundred and twenty (120) hours.

**Deliverables:**

- Bidding support deliverables as determined by COUNTY.
- Pre-construction meeting, shop drawings, proposed responses to requests for information (RFIs), and change order documentation as requested by COUNTY.

**Schedule:**

- CONSULTANT shall provide contract bidding support for the entire duration of the bidding process.
- CONSULTANT shall provide construction design support for the entire duration of the construction phase.

**TASK 9: PUBLIC OUTREACH**

CONSULTANT shall prepare for and facilitate one (1) meeting with COUNTY to discuss the goals and approach to the public engagement strategy. The following items are anticipated to be discussed: identifying key stakeholders, communication methods and platforms, roles and responsibilities, tactics, challenges, and opportunities. The results of the meeting shall be documented in a concise public engagement plan.

CONSULTANT shall coordinate with COUNTY to attend, lead, and facilitate one (1) public outreach meeting. CONSULTANT's duties for the public outreach meeting shall include but are not limited to preparing material (presentations or displays), tracking meeting attendance, and preparing a meeting summary. One of the public outreach meetings shall meet the requirements of the environmental document. CONSULTANT shall participate in two (2) pre-public outreach meetings with COUNTY to discuss and review the public outreach meeting format, exhibits, topics, roles and responsibilities, and prepare responses to questions. CONSULTANT shall provide COUNTY all publicly viewed information one (1) week prior to their public release for review and comment.

**Activities:**

- CONSULTANT shall participate in one (1) meeting to discuss the goals and approach to the public engagement strategy.
- CONSULTANT shall participate in one (1) pre-public outreach meeting with COUNTY.
- CONSULTANT shall attend, lead, and facilitate up to one (1) public outreach meetings.

**Deliverables:**

- Public engagement plan based on input from public engagement strategy meeting with COUNTY.
- Pre-public meeting agenda.
- Meeting preparation, advertisement, and presentation.



- Meeting materials that may include comment cards, leave behind handouts or flyers, display boards.
- Meeting summary within three (3) business days following the public outreach meeting.

**Schedule:**

- CONSULTANT shall attend, lead, and facilitate public outreach meetings as directed by COUNTY.

**TASK 10: ENVIRONMENTAL PERMITS**

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.

Due to the critical factor of securing permits with different agency review timelines, CONSULTANT shall develop a regulatory permit matrix for the Project. This matrix shall summarize agency contacts, consultations, specific Project requirements, permit status, permit approvals, and the status of the BA and NES. This matrix can be used for the permit compliance monitoring and reporting. At the beginning of the Project, CONSULTANT shall establish the points of contact for all relevant permitting and regulatory agencies, communicate COUNTY's intent to design and construct the Project, and understand what specific needs each agency might have. This information shall be integrated into the permit matrix to facilitate the permitting process.

**Deliverable:**

- Project regulatory permit matrix

**Schedule:**

- Project regulatory permit matrix shall be submitted as determined by COUNTY.

**Task 10.1: Pre-Construction Notification for Section 404 Permit**

CONSULTANT shall prepare a draft and final Pre-construction Notification package, including a wetland impact map, to submit to the USACE. 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 the Endangered Species Act and National Historic Preservation Act compliance. A request for verification of the Delineation of Waters of the United States (prepared under Task 4.1) shall be included with the notification package. A meeting with the USACE at the Project site may be necessary to verify the delineation.

CONSULTANT shall prepare a USACE Section 404 permit application, which shall include a Pre-Construction Notification (PCN). The PCN shall include the following:

- Cover Letter to USACE
- Attachment 1: Section 404 Permit Pre-Construction Notification Form
- General Conditions Checklist

- Regional Conditions Checklist
- Appendix A: Figures
- Appendix B: Site Plans
- Appendix C: Waters of the United States Delineation Report
- Appendix D: Threatened and Endangered Species Agency Consultation
- Appendix E: Cultural Resources Report
- Appendix F: Section 401 Water Quality Certification Request
- Appendix G: Pre-Project Photographs

The PCN shall include a request for a preliminary jurisdictional determination of the WOUS Delineation Report. CONSULTANT shall remain in close contact with the USACE to address questions on the PCN permit application package, as well as coordinate with the USACE for a field visit as requested.

CONSULTANT shall prepare a draft PCN permit application package and submit to COUNTY. CONSULTANT shall incorporate COUNTY's comments and revise the draft PCN permit application package into a final PCN permit application package. The final PCN permit application package shall be submitted to the USACE and COUNTY.

**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 for review.
- Incorporate comments and submit final Pre-construction Notification package with final wetland delineation report to USACE.
- Coordinate with USACE to obtain a preliminary verification of delineation and address questions on the permit application.
- Conduct a Project site visit to verify the delineation with the USACE if necessary.
- Revise wetland delineation map if necessary in response to USACE site visit.

**Assumptions:**

- The Pre-construction Notification shall be submitted to the USACE within one (1) year 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 USACE shall be necessary during the verification and permitting process. No other field visits shall be necessary.
- Mitigation shall be achieved through purchase of credits at a conservation bank or another means identified by the USACE; 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 USACE permitting process, and no additional analyses, evaluations, field work, resource agency coordination, or documentation shall be needed to support USACE consultations.

**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).

**Schedule:**

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

Task 10.1 Pre-Construction Notification for Section 404 Permit is not a part of the initial phase. Authorization to proceed in the form of a written Work Order approved by County's Contract Administrator may be provided at a later date.

**Task 10.2: Application for Water Quality Certification**

As a requirement of the Section 404 permit, Project activities must comply with Section 401 of the Clean Water Act. CONSULTANT shall prepare a draft and final application for water quality certification to submit to the Lahontan Regional Water Quality Control Board (RWQCB). The application shall include similar information that is identified for the Pre-construction Notification (Task 10.1), as well as one (1) copy of the Notice of Determination for the Project prepared by COUNTY staff.

In addition to a Section 401 Water Quality Certification, a Report of Waste Discharge must be completed and received from the Lahontan RWQCB. The Lahontan RWQCB has a combined application titled: Application for 401 Water Quality Certification and/or Report of Waste Discharge (401/RWD).

CONSULTANT shall prepare a draft 401/RWD permit application and submit to COUNTY. CONSULTANT shall incorporate COUNTY's comments and revise the 401/RWD permit application into a final 401/RWD permit application. The final 401/RWD permit application shall be submitted to the Lahontan RWQCB and COUNTY's CA.

CONSULTANT shall remain in close contact with the Lahontan RWQCB to address questions on the 401/RWD permit application.

**Activities:**

- Compile information for the water quality certification application.
- Prepare draft water quality certification application and submit to COUNTY for review.
- Prepare final water quality certification application, incorporating COUNTY comments, and submit to Lahontan RWQCB.
- Coordinate with Lahontan to obtain certification.

**Assumptions:**

- COUNTY's CEQA process fully meets the needs of Lahontan RWQCB for documentation of compliance with CEQA. Any additional work related to CEQA is excluded from this scope of work.
- 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.

**Deliverables:**

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

**Schedule:**

- The draft water quality certification application shall be submitted to COUNTY for review within one (1) month after receipt of final design details.
- The final water quality certification application shall be submitted to Lahontan RWQCB within two (2) weeks after receipt of comments from COUNTY.

Task 10.2 Application for Water Quality Certification is not a part of the initial phase. Authorization to proceed in the form of a written Work Order approved by County's Contract Administrator may be provided at a later date.

**Task 10.3: Application for TRPA Soils/Hydrologic Report**

CONSULTANT shall complete all soils exploration efforts and data collection with respect to the TRPA Soils/Hydrologic Report Application requirements and submit to COUNTY. All drawings prepared for the Soils/Hydrologic Report shall be prepared in AutoCAD file format.

CONSULTANT shall include a letter to TRPA explaining what is included in the submittal, findings document, up to four (4) plan view figures, and up to five (5) profile view figures. Additionally, CONSULTANT shall calculate the depth of cut and volume of cut associated with each facility that encroaches within two (2) feet of the seasonally high groundwater (SHGW). The plan view figures shall show the location of each facility requiring excavation in excess of five (5) feet of existing grade, as well as facilities within two (2) feet of SHGW. The profiles shall present existing natural ground surface, elevation of bottom of facilities, and SHGW contour at that location. CONSULTANT shall calculate the volumes of the facilities encroachment into SHGW.

CONSULTANT shall prepare a draft TRPA Soils/Hydrologic Report Application and submit it to COUNTY. The drawings prepared for the Soils/Hydrologic Report shall be prepared in AutoCAD file format. CONSULTANT shall incorporate COUNTY's comments and revise the TRPA Soils/Hydrologic Report Application into a final TRPA Soils/Hydrologic Report Application. The final TRPA Soils/Hydrologic Report Application shall be submitted to TRPA and COUNTY.

CONSULTANT shall remain in close contact with the TRPA to address questions on the Soils/Hydrologic Report Application.

**Activities:**

- Prepare letter to TRPA.
- Compile information for the Soils/Hydrologic Report Application.
- Prepare draft TRPA Soils/Hydrologic Report Application and submit to COUNTY for review.
- Prepare final TRPA Soils/Hydrologic Report Application, incorporating COUNTY comments, and submit to TRPA.
- Coordinate with TRPA to obtain approval.

**Assumptions:**

- 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.

**Deliverables:**

- Letter to TRPA.
- Draft Soils/Hydrologic Report Application (electronic, MS Word and AutoCAD file formats).
- Final Soils/Hydrologic Report Application (electronic, PDF format; up to two [2] hard copies).

**Schedule:**

- The letter to TRPA shall coincide with the Task 8.1 deliverables.
- The draft Soils/Hydrologic Report Application shall be submitted to COUNTY for review within two (2) months prior to receipt of final design details.
- The final Soils/Hydrologic Report Application shall be submitted to TRPA within two (2) weeks after receipt of comments from COUNTY.

**Task 10.4: Application for TRPA Environmental Improvement Program (EIP)****Project Review**

CONSULTANT shall complete the TRPA EIP Project Review Application to obtain the construction permit in accordance with TRPA requirements.

CONSULTANT shall complete the TRPA EIP Project Review Application. CONSULTANT shall coordinate with TRPA to determine the extent of which of the twenty-five (25) items are required on the application.

CONSULTANT shall prepare a draft TRPA EIP Project Review Application and submit it to COUNTY's CA. CONSULTANT shall incorporate COUNTY's comments and revise the TRPA EIP Project Review Application into a final TRPA EIP Project Review Application. The final TRPA EIP Project Review Application shall be submitted to COUNTY for signature and then submitted to TRPA.

CONSULTANT shall remain in close contact with the TRPA to address questions on the EIP Project Review Application.

**Activities:**

- Compile information for the TRPA EIP Project Review Application.



- Prepare draft TRPA EIP Project Review Application and submit to COUNTY for review.
- Prepare final TRPA EIP Project Review Application, incorporating COUNTY's comments, and submit to TRPA.
- Coordinate with TRPA to obtain approval.

**Assumptions:**

- 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.

**Deliverables:**

- Draft TRPA EIP Project Review Application (electronic, MS Word and AutoCAD file formats, as necessary).
- Final TRPA EIP Project Review Application (electronic, PDF format; up to two [2] hard copies).

**Schedule:**

- The draft TRPA EIP Project Review Application shall be submitted to COUNTY for review within one (1) month prior to receipt of final design details.
- The final TRPA EIP Project Review Application shall be submitted to TRPA within two (2) weeks after receipt of comments from COUNTY.

**OPTIONAL SERVICES**

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

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

# Nichols Consulting Engineers, Chtd.

## Exhibit B

### Rate Schedule

| Item                                 | Rate                   |
|--------------------------------------|------------------------|
| <b>LABOR</b>                         |                        |
| Principal                            | \$72.10 – 98.58 / hour |
| Associate                            | \$58.84 – 82.67 / hour |
| Senior                               | \$43.66 – 78.41 / hour |
| Senior Designer/Construction Manager | \$36.77 – 49.97 / hour |
| Project                              | \$30.94 – 74.58 / hour |
| CAD Draftsperson                     | \$24.65 – 27.73 / hour |
| Clerical                             | \$26.77 – 35.23 / hour |
| Staff                                | \$28.61 – 36.40 / hour |
| Intern                               | \$15.00 – 17.47 / hour |
| <b>SALARIES AND EXPENDITURES</b>     |                        |
| *Annual Salary Escalation            | 4%                     |
| **Mileage Expenses                   |                        |
| Other Direct Costs                   | At Cost                |

Fringe Benefit 88.74%

Overhead Rate 128.18%

Fee (Profit) 10%

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

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

# Nichols Consulting Engineers, Chtd.

## Exhibit C

### Cost Estimate

| <u>Task</u> | <u>Description</u>   | <u>Cost</u>  |
|-------------|--|--------------|
| 1           | Project Management, Meetings, and Coordination               | \$ 43,655.96 |
| 2           | Survey and Base Mapping                                      | \$ 2,114.30  |
| 3           | Preliminary Engineering, Project Approval, and Environmental | \$ 50,190.95 |
| 4           | Technical Studies  | \$ 74,921.79 |
| 5           | CEQA Compliance  | \$ 39,143.29 |
| 6           | NEPA Compliance  | \$ -         |
| 7           | Geotechnical Engineering Services                            | \$ 10,574.40 |
| 8           | Plans and Estimate (P&E)                                     | \$ 36,079.87 |
| 9           | Public Outreach  | \$ 20,253.06 |
| 10          | Environmental Permits  | \$ 23,514.74 |
|             | *Optional Services   |              |
|             | Consultant Other Direct Costs and Mileage                    | \$ 12,078.49 |

**Consultant Total \$ 312,526.85**

#### **SUBCONSULTANTS:**

|                             |               |
|-----------------------------|---------------|
| Omni-Means/GHD              | \$ 206,475.22 |
| Other Direct Costs          | \$ 19,449.87  |
| Hauge Brueck Associates     | \$ 18,498.48  |
| Other Direct Costs          | \$ -          |
| Corestone Engineering, Inc. | \$ 28,260.00  |
| Other Direct Costs          | \$ 25,950.00  |
| PK Electrical               | \$ 2,954.68   |
| Other Direct Costs          | \$ -          |
| MAPCA Surveys, Inc.         | \$ 41,487.85  |
| Other Direct Costs          | \$ 1457.50    |

**Subconsultant Total \$ 344,533.60**

**Total Project Cost Estimate \$ 657,060.45**

\*Optional Services will only be assigned if there is funding available from the budget for the tasks and subconsultants' costs listed herein.

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

# Nichols Consulting Engineers, Chtd.

## Exhibit D

### INTEREST OF CONSULTANT DISCLOSURE STATEMENT

#### Disclosure of Conflicts

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

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#### 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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

# Nichols Consulting Engineers, Chtd.

## Exhibit E

### DISCLOSURE OF LOBBYING ACTIVITIES

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

|  |   |  |
|--|---|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br>b. initial award<br>c. post-award   | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial<br>b. material change<br><br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity</b><br><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known<br><br>Congressional District, if known   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, if known  |  |
| <b>6. Federal Department/Agency:</b>   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable _____   |  |
| <b>8. Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b>   |  |
| <b>10. a. Name and Address of Lobby Entity</b><br>(If individual, last name, first name, MI)<br><br>(attach Continuation Sheet(s) if necessary)  | <b>b. Individuals Performing Services</b> (including address if different from No. 10a)<br>(last name, first name, MI)<br><br>(attach Continuation Sheet(s) if necessary)   |  |
| <b>11. Amount of Payment (check all that apply)</b><br>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned   | <b>13. Type of Payment (check all that apply)</b><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other, specify _____ |  |
| <b>12. Form of Payment (check all that apply):</b><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify: nature _____<br>Value _____  |   |  |
| <b>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:</b><br><br>(attach Continuation Sheet(s) if necessary)  |   |  |
| <b>15. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>  |   |  |
| <b>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.</b> |   |  |
| Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____  |   |  |
| Authorized for Local Reproduction<br>Standard Form - LLL   |   |  |

**Federal Use Only:**

Standard Form LLL Rev. 04-28-06

**Distribution:** Orig- Local Agency Project Files



# Nichols Consulting Engineers, Chtd.

## Exhibit E

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

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

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. 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.