

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: November 18, 2014

FROM:  KEN GREHM / PETER KRAATZ

SUBJECT: TAHOE CITY MOBILITY IMPROVEMENT PLAN, PROFESSIONAL SERVICES AGREEMENT NO. 1196

ACTION REQUESTED / RECOMMENDATION

1. Adopt a Resolution authorizing the Chair to sign and approve, with County Counsel's and Risk Management's review, Professional Services Agreement (PSA) No. 1196 with Design Workshop to perform transportation planning services for the Tahoe City Mobility Improvement Plan in the amount of \$70,000. There is no net County cost.
2. Authorizing the Director of Public Works to approve and sign future amendments up to \$7,000.

BACKGROUND / SUMMARY

Tahoe City has undergone a number of transportation and recreation infrastructure improvements over the last several years including construction of sidewalks through the downtown area, public parking facilities, shelters at TART public bus stops, non-motorized shared-use paths on the east and west sides of town, Commons Beach recreational area, and the multimodal Tahoe City Transit Center. Recently, the County led efforts through engagement of the Tahoe City community with public meetings related to the Regional Plan Update and subsequent Tahoe City Visioning and Area Plan Update processes. Community feedback through those efforts included the desire to improve pedestrian mobility in Tahoe City to enhance and add to the previously completed transportation and recreation projects. The County subsequently pursued opportunities to acquire planning funding to address the community feedback and the mobility needs identified in recent planning documents developed for Tahoe City.

Specifically, planning efforts to be performed by Design Workshop will result in preliminary design alternatives for pedestrian mobility improvements in downtown Tahoe City. The project will develop site plans and illustrations for key principles from the Tahoe City Visioning Options and Community Plan Update process. The project will also develop gateway designs to coordinate with the recently funded SR 89/Fanny Bridge Community Revitalization Project (SR 89/Fanny Bridge project), identify visual improvements and development opportunities related to the relocation of the Caltrans maintenance yard, identify complete streets improvements with shared parking and development of a pedestrian promenade, and define "missing links" to complete the existing, planned, and envisioned shared-use paths and pedestrian facilities in downtown Tahoe City. The results of these planning efforts will include preliminary design documentation that could then be used to facilitate environmental review, final design, permitting and construction of identified projects assuming additional funding can be secured.

Requests for proposal were sent to all Priority 1 firms in Category 6, "Sustainability and Mobility Planning" on the Tahoe Metropolitan Planning Organization's (TMPO's) qualified list (QL) of transportation planning consultants, a total of 13 firms. The County Procurement Division of Administrative Services reviewed how the TMPO QL was developed and recommended to Public Works that it complied with County standards. The County does not have a QL for transportation planners, the specialized service needed for this effort.

Once proposals were received, they were ranked based on various qualifications criteria, and the highest rated proposal was determined to be Design Workshop.

ENVIRONMENTAL

The professional services agreement is exempt from CEQA, pursuant to CEQA Guidelines, Section 15306, Information Collection, Class 6 provisions pertaining to data collection, research, and resource evaluation.

FISCAL IMPACT

The total project cost is estimated to be \$85,000 and is funded through the Tahoe Regional Planning Agency / Tahoe Metropolitan Planning Organization On Our Way (OOW) grant and funding to be provided by the Tahoe City Public Utility District. Funding for this project is included in the FY 2014-15 Budget.

Attachments:

Resolution

Location Map

Draft Professional Services Agreement No. 1196

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: A RESOLUTION APPROVING AND AUTHORIZING THE CHAIR TO SIGN AND APPROVE, WITH COUNTY COUSEL'S AND RISK MANAGEMENT'S REVIEW AND APPROVAL, PROFESSIONAL SERVICES AGREEMENT NO. 1196 BETWEEN PLACER COUNTY AND DESIGN WORKSHOP; AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO APPROVE AND SIGN FUTURE CONTRACT AMENDMENTS

Resol. No. _____

The following Resolution was duly passed by the Board of Supervisors of the County of Placer

at a regular meeting held on _____ by the following vote on roll call:

Ayes:

Noes:

Absent:

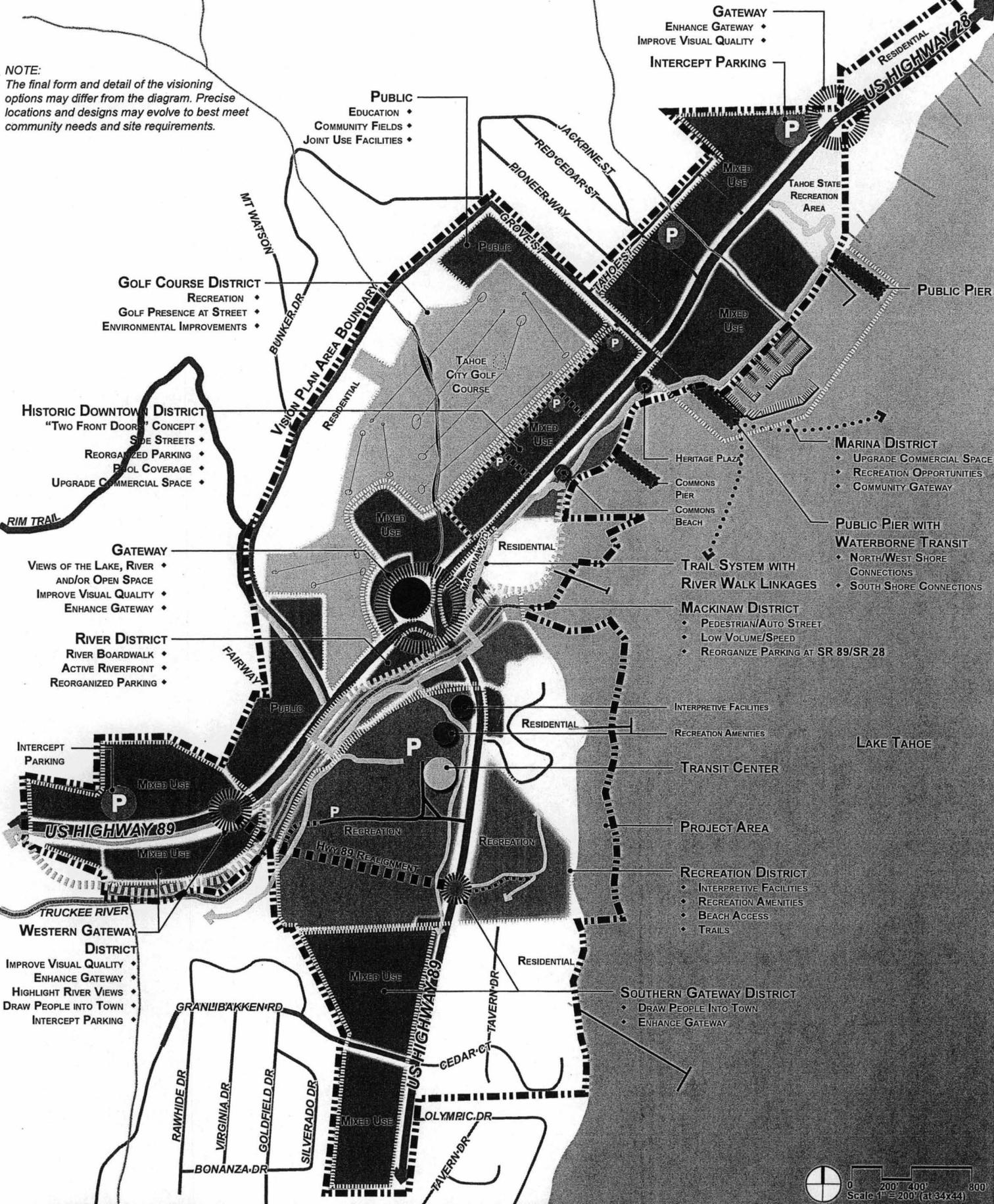
Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:
Clerk of said Board

BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes the Chair to sign and approve, with County Counsel's and Risk Management's review and approval, Professional Services Agreement No. 1196 with Design Workshop to perform transportation planning services for the Tahoe City Mobility Improvement Plan in the amount of \$70,000, with no net County cost; and authorizes the Director of Public Works to approve and sign future contract amendments up to \$7,000.

NOTE:
The final form and detail of the visioning options may differ from the diagram. Precise locations and designs may evolve to best meet community needs and site requirements.



TAHOE CITY TOWN CENTER VISIONING OPTIONS CONSOLIDATED VISION ALTERNATIVES

DRAFT

ADMINISTERING AGENCY
PUBLIC WORKS DEPARTMENT

DESCRIPTION: PROFESSIONAL SERVICES AGREEMENT (AGREEMENT) FOR THE
TAHOE CITY MOBILITY IMPROVEMENTS PLAN

THIS AGREEMENT MADE AND ENTERED INTO THIS _____ day of _____, 20____, BY AND BETWEEN the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Design Workshop, a Colorado corporation, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the COUNTY requires qualified professional services for developing documents and plans for the Tahoe City Mobility Improvements Plan located as described within Exhibit B, and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services, and

WHEREAS, COUNTY desires to retain the services of CONSULTANT to perform required professional services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

1. BASIS OF AGREEMENT. CONSULTANT hereby agrees to provide professional services as an independent contractor to prepare documents and plans for the Tahoe City Mobility Improvements Plan as described in Exhibit A entitled Scope of Services attached hereto and by this reference incorporated herein. In exchange, COUNTY agrees to pay CONSULTANT as set forth in Item 6 below.
2. SERVICES OF CONSULTANT. The professional services required of CONSULTANT under this Agreement shall consist of the tasks as described in Scope of Services noted above.

CONSULTANT shall employ the customary skills and resources reasonably available to the CONSULTANT in accordance with sound engineering practices. The professional services shall be performed by or shall be immediately supervised by a principal or senior engineer, currently registered as a professional civil engineer in the State of California. The responsible engineer shall sign/seal all plans, specifications, estimates and engineering data furnished by him/her where appropriate indicating professional registration number. CONSULTANT shall provide the COUNTY with copies of all documents prepared by CONSULTANT during the course of this Agreement as specified in the attached exhibits. All such documents shall become the property of the COUNTY.

3. INFORMATION TO BE PROVIDED BY COUNTY. COUNTY will provide the following items to CONSULTANT:
 - A. Copies of project data developed to the date of this Agreement.
 - B. Tahoe City Visioning documents dated 2012 and 2013.

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4. AMENDMENTS TO AGREEMENT. All amendments to this Agreement must be in writing with written approval by the COUNTY's Director of Public Works and the authorized agent of the CONSULTANT.
5. TIME OF COMPLETION. CONSULTANT agrees to complete all tasks listed in the Scope of Services. Upon Notice to Proceed, CONSULTANT shall prepare and follow a schedule, acceptable to the COUNTY, which will result in meeting the completion date with the exception of delays beyond the control of the CONSULTANT. CONSULTANT shall notify the COUNTY when this schedule is not met and state what actions are being taken to rectify this delay.
6. AMOUNT OF PAYMENT. As full payment for all services as set forth in Exhibits A, C, and D herein, the COUNTY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit C up to a total maximum sum of SEVENTY THOUSAND DOLLARS (\$70,000) to CONSULTANT as full payment for all services as set forth in Exhibits A and C herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit D attached hereto and by this reference incorporated herein. CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY through a fully executed written amendment. CONSULTANT shall not undertake any additional work without prior written approval of the COUNTY. Not with standing any other terms of this Agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this Agreement. All subcontracts in excess of \$25,000 shall contain the above provisions.
7. PAYMENT SCHEDULE. Payments shall be made to CONSULTANT as set forth in the Exhibit C entitled Payment Schedule, attached hereto and by this reference incorporated herein. CONSULTANT shall bill COUNTY not more often than monthly for the work performed pursuant to this Agreement. Billing submitted by the CONSULTANT shall be itemized by work activities (Tasks) as defined in the Scope of Services in conjunction with current cost. All payment requests will be subject to those items identified in Exhibit C. The COUNTY shall review and pay approved charges within 30 days of receipt of the invoice. Not with standing any other terms of this Agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this Agreement. The CONSULTANT shall comply with the Contract Cost Principles, Title 48 Code of Federal Regulations (CFR), Federal Acquisition Regulations Systems, Chapter 1, Part 31.000 ET SEQ., and Uniform Administrative Requirements, Title 49 CFR, Part 18, as required in this Agreement; and CONSULTANT agrees that these will be used to determine the allowability of cost individual items. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et, seq., or 49 CFR Part 18 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CONSULTANT to COUNTY. All subcontracts in excess of \$25,000 shall contain the above provisions.
8. RECORDS. CONSULTANT shall maintain at all times complete detailed records with regard to services performed under this Agreement in a form acceptable to COUNTY, Tahoe Metropolitan Planning Organization of the Tahoe Regional Planning Agency (TRPA/TMPO), and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this Agreement. CONSULTANT shall retain all records for a

period of at least three (3) years after the date of final payment to CONSULTANT. All subcontracts in excess of \$25,000 shall contain the above provisions.

9. CONFIDENTIALITY OF DATA. All financial, statistical, personal, technical, or other data and information relative to the COUNTY'S operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract of the COUNTY'S actions on the same, except to the COUNTY'S staff, CONSULTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The CONSULTANT shall not issue any news or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

All information related to a construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity other than the COUNTY.

10. EMPLOYEES OF CONSULTANT. All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of COUNTY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.

11. SUBCONSULTANTS. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subconsultants, and no subcontract shall relieve the CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subconsultants 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 the CONSULTANT. CONSULTANT's obligation to pay its subconsultants is an independent obligation from the COUNTY's obligation to make payments to the CONSULTANT. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the CONSULTANT by the COUNTY. any substitution of subconsultants must be approved in writing by the COUNTY in advance of assigning work to a substitute subconsultant.

12. CONFLICT OF INTEREST. CONSULTANT warrants and covenants that no official or employee of the COUNTY, nor any business entity which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement, nor that any such person will be employed in the performance of this Agreement without immediate divulgence of such fact to the COUNTY. The 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. The CONSULTANT shall also list current clients who may have a

financial interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow. 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. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the above provisions. CONSULTANT hereby certifies that neither CONSULTANT nor any firm affiliated with the 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. 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 project or on any contract to provide construction inspection for any construction project resulting from this Agreement.

13. NONDISCRIMINATION. During the performance of this Agreement, CONSULTANT 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, and denial of family care leave. CONSULTANT and subconsultants shall ensure 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 (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of this Fair Employment and Housing commission implementing Government Code Section 12990 (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 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. CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and any applicable regulations promulgated thereto.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement will assist the COUNTY in meeting its federally mandated overall DBE goal. If the Agreement has a DBE goal, the CONSULTANT must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR. The COUNTY has established a DBE Contract goal of 0% expressed as a percentage of the dollar value of the agreement, for DBE's participating in this agreement. Consultants must give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. CONSULTANT and its subconsultant 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, and denial of family care leave. CONSULTANT and subconsultants shall ensure 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 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (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. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section. Any DBE may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, the CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

15. PERFORMANCE OF DBE CONSULTANT AND OTHER DBE SUBCONSULTANTS / SUPPLIERS. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, 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 commercially useful function, evaluate the amount of work subcontracted, industry practices, whether the amount of the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors. A DBE does not perform a commercially useful function 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. If a DBE does not perform or exercise responsibility for at least 30 percent of the total costs 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 commercially useful function.

16. PROMPT PAYMENT OF FUNDS WITHHELD TO DBE SUBCONSULTANTS. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section. The COUNTY shall hold retainage from the CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the COUNTY of the contract work, and pay retainage to the CONSULTANT based on these acceptances. CONSULTANT or subconsultant shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by COUNTY. Federal law (49 CFR, Part 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, or other

remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT and subconsultants. This provision applies to both DBE and non-DBE consultant and subconsultant.

17. DBE RECORDS. The 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. 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, Chapter 17, of the LAPM), certified correct by the CONSULTANT or his/her authorized representative, and shall be furnished to the COUNTY with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent 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.
18. DBE CERTIFICATION AND DECERTIFICATION STATUS. If a DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify the CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of this Agreement, the subconsultant shall notify the CONSULTANT in writing with the date of certification. Any changes should be reported to the COUNTY within 30 days.
19. HOLD HARMLESS AND INDEMNIFICATION. The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term COUNTY means Placer County, TRPA/TMPO or their officers, agents, employees, and volunteers.

20. NON-ASSIGNABILITY. This Agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.
21. INSURANCE. The CONSULTANT shall file with COUNTY concurrently herewith, a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

Worker's Compensation and Employers Liability Insurance:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than ONE MILLION DOLLARS (\$1,000,000) each accident for bodily injury by accident, ONE MILLION DOLLARS (\$1,000,000) policy limit for bodily injury by disease, and ONE MILLION DOLLARS (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be cancelled without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to Design Workshop who in turn will provide notice to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents, or volunteers which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR.

CONSULTANT shall require all subconsultant(s) to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the COUNTY upon demand.

General Liability Insurance:

CONSULTANT shall maintain Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

One of the following forms is required: (1) Comprehensive General Liability; (2) Commercial General Liability (Occurrence); or (3) Commercial General Liability (Claims Made).

If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of: ONE MILLION DOLLARS (\$1,000,000) each occurrence; TWO MILLION DOLLARS (\$2,000,000) aggregate.

If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than: ONE MILLION DOLLARS (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage); ONE MILLION DOLLARS (\$1,000,000) for Products-Completed Operations; TWO MILLION DOLLARS (\$2,000,000) General Aggregate.
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be TWO MILLION DOLLARS (\$2,000,000).

Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than: ONE MILLION DOLLARS (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage); ONE MILLION DOLLARS (\$1,000,000) aggregate for Products Completed Operations; TWO MILLION DOLLARS (\$2,000,000) General Aggregate.
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

Conformity of Coverages:

If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, TRPA/TMPO, their officers, agents, employees, and volunteers are to be covered as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the CONSULTANT, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with

respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

- C. "This policy shall not be cancelled without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to Design Workshop who in turn will provide notice to the County of Placer."

Automobile Liability Insurance:

CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage in an amount no less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence. Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Professional Liability Insurance (Errors & Omissions):

CONSULTANT shall maintain Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

If CONSULTANT subcontracts in support of CONSULTANT's work provided for in the Agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than ONE MILLION DOLLARS (\$1,000,000) in aggregate.

The insurance coverage provided by the CONSULTANT shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the Hold Harmless provisions herein if the policy is a claims made policy.

Additional Requirements:

Premium Payments: The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles: The CONTRACTOR shall be responsible for all deductibles in all of CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$100,000.

CONTRACTOR's Obligations: CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

Verification of Coverage: CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The COUNTY reserves the right to require

complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach: Failure of the CONTRACTOR to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

22. GENERAL COMPLIANCE WITH LAWS. CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this Agreement. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.
23. JURISDICTION. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. Initial venue shall be Placer County, California. The parties each waive any federal court removal and/or original jurisdiction rights they may have. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.
24. USE OF SUBCONSULTANTS. CONSULTANT shall not use the services of any subconsultant without the written approval by COUNTY prior to subconsultant commencing any work on this project. The subconsultant shall comply with all applicable provisions of this Agreement, including, but not limited to, providing records, time of completion, payment schedule, etc. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subconsultant; and no subconsultant shall relieve the CONSULTANT of his/her responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the COUNTY for the acts and omissions of its subconsultants 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 the CONSULTANT. The CONSULTANT's obligation to pay its subconsultant is an independent obligation from the COUNTY's obligation to make payments to the CONSULTANT. Any substitution of subconsultants must be approved in writing by the COUNTY. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
25. SUSPENSION OR ABANDONMENT WITH OR WITHOUT CAUSE. COUNTY may suspend or abandon, by written notice, all or a portion of the work under this Agreement for any reason. CONSULTANT may request that all or a portion of the work under this Agreement be suspended or abandoned for any reason by notifying COUNTY in writing. Suspension or abandonment shall only be valid upon receipt of written approval of the request by COUNTY.
26. CANCELLATION. This Agreement may be canceled by the Placer County Board of Supervisors upon the giving of 30 days advance written notice. Such notice shall be personally served or given by United States mail. In the event of cancellation by COUNTY, CONSULTANT shall be paid for all work performed and reasonable and un-cancelable expenses to the date of cancellation, unless this cancellation is a result of non-

performance by the CONSULTANT, in which case CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero. In the event of cancellation initiated by the CONSULTANT, CONSULTANT shall be paid for all work performed to the date of cancellation, less any estimated increased cost in the completion of the scope of services due to such cancellation, but in no event less than zero.

27. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he 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, the 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.
28. DISPUTES. All claims, counter-claims, disputes, and other matters in question between COUNTY and CONSULTANT that cannot be settled by agreement between the parties will be presented to the Board of Supervisors of COUNTY for consideration. In the event the Board of Supervisors cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other, as it deems necessary.
29. REMEDIES. In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONSULTANT, to terminate the employment of the CONSULTANT hereunder and cancel this Agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount provided in Item 6 hereof.
30. FEDERAL FUNDS PROVISIONS. CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency that 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).
31. EQUIPMENT. Prior authorization in writing, by the COUNTY shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

For purchase of any item, service, or consulting work not covered in the CONSULTANT's cost proposal and exceeding \$5,000, prior authorization by the COUNTY; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

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

- A. The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, the CONSULTANT may either keep the equipment and credit the 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 the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY."
- B. 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.

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

32. OWNERSHIP OF DATA. Upon completion of all work under this Agreement, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this Agreement will automatically be vested in the COUNTY; and no further agreement will be necessary to transfer ownership to COUNTY. The CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.

It is understood and agreed that all calculations, drawings, and specification, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by COUNTY of machine-readable information and data provided by CONSULTANT under this Agreement. CONSULTANT is not liable for claims, liabilities, or losses arising out of or in connection with any use by the COUNTY of the project documentation on other projects for additions to this project or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted, the Agreement shall provide that TRPA/TMPO shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

33. REBATES, KICKBACKS, OR OTHER UNLAWFUL CONSIDERATION CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.
34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING. CONSULTANT certifies to the best of his/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 the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state, federal, or local agency; a Member of the State Legislative 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, federal, or local agency contract; the making of any state, federal, or local agency grant; the making of any state, federal, or local agency loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state, federal or local agency contract, grant, loan, or cooperative agreement; and (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, the CONSULTANT shall complete and submit Standard Form LLL, Disclosure Form to Report Lobbying" in accordance with its instructions. 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, United States 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. CONSULTANT also agrees by signing this Agreement that he/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.

35. DEBARMENT AND SUSPENSION CERTIFICATION. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, 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 with 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 the COUNTY.
36. NOTICES. All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. COUNTY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY:

Attention: Peter Kraatz
Placer County Public Works Department
Tahoe Engineering Division
P.O. Box 336 (7717 North Lake Boulevard)
Kings Beach, CA 96143
Telephone (530) 581-6230
Fax (530) 581-6239
Email: pkraatz@placer.ca.gov

CONSULTANT:

Attention: Stephanie Grigsby
Design Workshop
P.O. Box 5666 (mailing and remittance address)
128 Market Street, Suite #3E
Stateline, NV 89449
Telephone (775) 588-5929
Fax (775) 588-1559
Email: sgrigsby@designworkshop.com

(Placer County Vendor No. 7957 / 001)

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO PROCEDURE

By: _____
Ken Grehm, Director
Department of Public Works

Date: _____

"COUNTY"
STATE OF CALIFORNIA
COUNTY OF PLACER

By: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FUNDS

By: _____
Auditor, Placer County

Date: _____

"CONSULTANT"
Design Workshop, a Colorado corporation

By: _____
Officer Signature # 1
(Signature Notarized)

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

By: _____
Print Name and Title

Date: _____

ATTACHMENTS:

- Exhibit A - Scope of Services
- Exhibit B - Location Map
- Exhibit C - Payment Schedule
- Exhibit D - Consultants Standard Charge Rates / Cost Proposal
- Attachment A - Federal Tax ID Number

By: _____
Signature # 2
(Signature Notarized)

By: _____
Print Name and Title

Date: _____

"If Contractor is a corporation, AGREEMENT must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this AGREEMENT.

If Contractor is another type of business entity, such as a partnership or limited liability company, AGREEMENT must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this AGREEMENT."

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EXHIBIT A

PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS

TAHOE CITY MOBILITY IMPROVEMENTS PLAN

SCOPE OF SERVICES

I. PROJECT DESCRIPTION

Planning level efforts will include addressing pedestrian corridor gaps in Tahoe City. Dedicated pedestrian path corridors and trail alignments from the Wye in Tahoe City (intersection of SR 89 and SR 28) through Tahoe City, will be identified and designed to a preliminary level in order to pursue environmental permitting and detailed design products with future funding opportunities. Pedestrian improvements will be identified along SR 28 in downtown Tahoe City to connect the regional trail corridor to community businesses and destinations and to connect people to the Lake.

Specifically, planning efforts will result in preliminary design alternatives for pedestrian mobility improvements in downtown Tahoe City. The project will develop site plans and illustrations for key principles from the Tahoe City Visioning Options and Community Plan Update process. The project will also develop gateway designs to coordinate with the recently funded SR 89/Fanny Bridge Community Revitalization Project (SR 89/Fanny Bridge project), identify visual improvements and development opportunities related to the relocation of the Caltrans maintenance yard, identify complete streets improvements with shared parking and development of a pedestrian promenade, and define "missing links" to complete the existing, planned, and envisioned shared-use paths and pedestrian facilities in downtown Tahoe City. The results of these planning efforts will include preliminary design documentation that could then be used to facilitate environmental review, final design, permitting and construction of identified projects assuming additional funding can be secured.

II. ITEMS OF WORK

Task 1.0 - Project Management

Task 1.1 - Invoicing and Progress Reports

CONSULTANT shall prepare and provide progress reports and invoices to COUNTY on a monthly basis for services to be provided by CONSULTANT based on agreed upon scope and budget. The progress reports will include addressing the progress of the project, project schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

Task 1.2 - Project Coordination

An initial meeting with the COUNTY shall be organized by CONSULTANT to verify and refine project goals and objectives as necessary.

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CONSULTANT shall create a project management plan as part of the project kick-off to identify communication protocols, roles and responsibilities, critical success factors, and project coordination needs.

A strategic kick-off (SKO) meeting will be held with the CONSULTANT design team and COUNTY at the project onset to confirm the project approach and the primary goals and objectives.

- Develop goals, expectations, and critical success factors
- Identify core challenges and proposed solutions
- Identify available information and data gaps
- Confirm roles and responsibilities
- Discuss public engagement strategies
- Finalize project schedule

CONSULTANT shall coordinate with the COUNTY project manager and staff will be ongoing throughout the project.

CONSULTANT shall collaborate with subconsultant, LSC Transportation Consultants, Inc., who is conducting the Placer County funded North Lake Tahoe Parking Management Plan, and which focuses on developing parking strategies that best address local conditions and help to attain the goals of the RPU and the ongoing Tahoe Community / General or Area Plan update process.

Deliverables:

1. Invoices and Progress Reports
2. Meeting Coordination and Facilitation
3. Ongoing Coordination with LSC Transportation Consultants on Placer County funded North Lake Tahoe Parking Management Plan

Task 2.0 - Site Evaluation and Existing Conditions

CONSULTANT shall evaluate base maps, previous Community Plan Update information, previous plans and reports, existing institutional and private development plans, land ownership, utilities, storm water, market information, and transportation data.

Task 2.1 - Intrinsic Qualities Mapping

CONSULTANT will develop corridor base mapping. Base mapping will include aerial, parcel, topographic, land use, hydrographic basis, parks and recreation data layers, as well as available TRPA vegetation and suitability data layers to express the existing qualities of the corridor. CONSULTANT will add data layers to the GIS base mapping to include photo catalogue and data collection of unmapped intrinsic qualities found in the corridor.

Specifically, CONSULTANT shall develop base maps using available GIS layers from TRPA, Placer County, and the US Forest Service. Efforts will be made to build from the base mapping generated as part of the Tahoe City Visioning Options and Tahoe Basin Area Plan process. These layers include aerial, parcel, topographic, land use, land capability, parks and recreation, and trails data. CONSULTANT shall augment the available GIS database with data collection of a photo catalogue of additional intrinsic qualities such as scenic, cultural and architectural elements of significance.

CONSULTANT shall conduct a site reconnaissance of the commercial core to photo-document the existing conditions and key the photo catalogue into GIS or Google Earth using data coordinates. CONSULTANT shall work with COUNTY to understand the need and potential use of the data set to develop and create its final format. Emphasis shall be placed on not recreating the databases developed through recent planning efforts, but on consolidating that information in order to support the design of specific projects.

Task 2.2 - Transportation Data Review and Analysis

CONSULTANT anticipates this task to occur during the winter 2014-2015 season preventing the ability to gather new peak summer traffic data. Therefore, existing, available transportation data (including traffic volumes, bicycle volumes, pedestrian volumes, parking activity and transit activity) shall be compiled and reviewed. Pedestrian crossing models previously generated by Wood Rodgers will be reviewed and considered as part of the available transportation data.

Task 2.3 - Land Use Analysis

CONSULTANT shall collect information about zoning, current land use, and planned land use, and in particular, a thorough review of the proposed Tahoe Basin Community Plan and associated Tahoe City Area Plan being prepared by the COUNTY.

CONSULTANT shall review existing regulatory documents currently guiding development and improvements within the corridor including the proposed Tahoe Basin Area Plan.

CONSULTANT shall collect and review current and planned goals and policies in relation to land use, development, zoning, recreation, transportation, community design, and environmental improvements as outlined in the Placer County Tahoe Basin Area Plan and Great Tahoe City Sub-Area Implementing Ordinance being prepared by Placer County. CONSULTANT shall confirm with appropriate COUNTY staff regarding plan status prior to review and analysis to ensure the most up-to-date plan documents are being used.

Task 2.4 - Existing Conditions Report

After conducting a comprehensive analysis and developing base maps, CONSULTANT shall summarize the findings into a Draft Existing Conditions Report for review with COUNTY and the Project Development Team (PDT). Land uses and pedestrian generating facilities will be identified, gaps and missing links in the pedestrian network will be mapped, and opportunities to achieve overall mobility and urban design goals will be described.

After COUNTY and PDT review of the Draft Existing Conditions Report, revisions will be made to prepare the content for presentation and input from the greater community (see Task 3.0 below). The purpose will be to engage the community in a dialogue about the commercial core's needs and concerns in terms of mobility improvements and the development of a physical environment to enhance economic vitality and mobility while achieving environmental gain. Discussions will focus on the project's primary emphasis

of pedestrian connectivity and safety in the context of supporting a strong community framework.

Deliverable:

1. Existing Conditions Report
2. Final Existing Conditions Report

Task 3.0 - Community Design Workshops and Stakeholder Outreach

CONSULTANT shall employ outreach and public input collection techniques to ensure broad representation of the various stakeholders. CONSULTANT shall work with COUNTY to determine objectives for outreach efforts and devise the best methods for achieving those objectives. The resulting stakeholder engagement strategy will ensure a high level of awareness, communication and involvement throughout the process by considering early the best methods of informing the public and involving them in the project.

Task 3.1 - Project Development Team (PDT) Meetings

CONSULTANT and COUNTY shall identify key stakeholders to establish a project development team (PDT). CONSULTANT shall facilitate four (4) PDT meetings throughout the life of the project. The PDT shall be responsible for providing input and feedback on plan elements. The formation of the PDT shall provide the basis for future implementation of the plan.

The PDT shall be comprised of (at minimum) Placer County, TRPA/TMPO, TTD, TCPUD and other groups as appropriate including a minimum of two (2) private sector business owners in Tahoe City.

Representatives from the County, Tahoe City Public Utilities District, the Tahoe Transportation District, Tahoe Regional Planning Agency, Caltrans, and the business community will make up the PDT. The group's focus is providing input and feedback on plan elements. CONSULTANT shall engage the PDT prior to meeting with the greater community to gain direction on the analysis conducted and the alternatives developed.

Task 3.2 - Public Work Sessions

Two work sessions with the public will be convened to solicit community perspective. Broad outreach shall be conducted to relevant businesses, advocacy groups, and residents. The PDT representatives shall also be asked to attend at key times to offer insight and feedback.

The first workshop shall support identification of community based needs, concerns and ideas for plan alternatives / strategies. The agenda shall include activities that discuss:

1. Strengthening community development opportunities to enhance economic vitality and provide sustainable employment
2. Defining needed physical environment improvements to pedestrian/bicyclist infrastructure.
3. Creating opportunities to enhance the retail, restaurants, and business core.
4. Defining gateway opportunities.
5. Defining pedestrian crossing improvements.

6. Discussing the transportation system and how it relates to an effort of creating a new environment of mobility and urban design.

CONSULTANT shall draft alternatives based on all stakeholder feedback and existing conditions in preparation of a second workshop. Materials shall include schematic designs and summaries on CONSULTANT-offered strategies. Stakeholders will review the proposed alternatives and recommend preferred strategies. The outcome of the second work session will produce direction for the creation of the following:

- A physical representation of the preferred land use, gateway, and connectivity strategies.
- An illustration of the physical improvements as shown in graphics and sketches that represent possibilities for implementation.
- Descriptions that identify the key factors of improvements and methods to move towards implementation.
- A benefit cost analysis of various proposed infrastructure improvements.

Two public workshops will occur over the course of the project. The first workshop will be to engage the public in a dialogue about the commercial core's existing conditions in terms of mobility and the opportunities for an improved interface between the transportation system and urban design (see Task 2). The second workshop will solicit input on the proposed mobility improvements (see Task 4).

CONSULTANT shall create flyers and imagery for the County's use in promoting the Public Work Sessions. CONSULTANT shall provide the COUNTY digital files for printing and distribution via hardcopy or email. CONSULTANT shall provide the COUNTY presentation and summary information to be posted on the COUNTY website to allow the community to stay engaged with the process.

Deliverable:

1. A memorandum that synthesizes the results of the workshops and identifies next steps for completion of the Draft Plan.
2. Meeting notes from each PDT meeting and Public Work Session.
3. Public Work Session Flyers

Task 4.0 - Draft Plan and Stakeholder Review

CONSULTANT shall prepare a draft plan which shall include the design and planning guidelines, illustrations, and the feasible scenarios based on the workshops, and other relevant stakeholder input. The draft plan shall be in a form that can move forward as future implementation projects and will include an implementation section.

There shall be a work session with the PDT to review the draft plan, which will be an opportunity to ensure the document will successfully communicate the content of the plan to others. It will not involve the entire CONSULTANT team, as is intended to be an executive session.

After PDT review, a public review process will be hosted by the COUNTY with the CONSULTANT as lead.

Task 4.1 - Draft Alternatives Development and Illustrations

CONSULTANT shall develop a number of draft alternatives for initial review by COUNTY and other key stakeholders such as Caltrans, TTD and TCPUD. Based on COUNTY's, PDT's and community's feedback on the existing conditions and needs and concerns, alternatives and illustrations will be developed for the following conditions:

- Pedestrian and bicyclist connection near the Tahoe Marina Lodge property (linking the Wye to the Lake Side Trail) (two alternatives)
- SR 28 pedestrian crossings (two-three alternatives)
- Pedestrian corridor connection from parking near Grove Street to the crossing (two alternatives)
- Pedestrian promenade paralleling the golf course and parking reconfiguration to accommodate the promenade (conceptual plan)
- Gateway entry treatments/scenic improvements at the Caltrans maintenance yard and near the Wye/Fanny Bridge (conceptual illustration)

SR 28 pedestrian crossings strategies will be reviewed by the County and Caltrans prior to meeting with the PDT and hosting a public work session. Presentation materials will be developed using the alternatives and illustrations to gain feedback from the PDT and greater community.

Task 4.2 - Draft Mobility Improvements Plan

Based on the outcomes of the PDT and community feedback, CONSULTANT shall work with the COUNTY to select the preferred alternatives and document the process into a concise Draft Mobility Improvements Plan. Sections and conceptual designs will be developed for preferred the pedestrian/bicyclist connection. Imagery, illustrations, conceptual diagrams and supporting information will be developed for the pedestrian crossings, pedestrian promenade and gateway entry treatments. Implementation strategies will be identified for the pedestrian connectivity elements and summarized as part of an implementation section of the Mobility Improvements Plan. Order of magnitude costs will be generated for proposed improvements. An Administrative Draft Plan will be presented to the COUNTY for review and a revised, Draft Mobility Improvements Plan will then be presented to the COUNTY and key stakeholders for review.

Deliverables:

1. Administrative Draft Mobility Improvements Plan
2. Draft Mobility Improvements Plan

Task 5.0 - Final Tahoe City Mobility Improvements Plan

CONSULTANT shall coordinate with the COUNTY and stakeholder group to review comments and create a strategy for preparing final plan that incorporates relevant information from stakeholder input. The plan will be revised and will be made available in electronic and paper form.

Upon review and comment from the County, a Final Mobility Improvements Plan will be developed.

Task 5.1 - Final Mobility Improvements Plan

CONSULTANT shall coordinate with the COUNTY to consolidate the comments from the County and key stakeholders. A final approach to address the feedback will be developed and documented as part of a comment spreadsheet. CONSULTANT shall make appropriate revisions to the conceptual plans and corresponding documentation.

Deliverables:

1. Comment tracking matrix and responses
2. Final Mobility Improvements Plan (five hard copies and one digital copy)

III. CONSULTANT STAFFING

The consultant is proposing to use Stephanie Grigsby as the project manager for this agreement. In the event there is a need by the consultant to substitute key personnel by the consultant for project management or primary design engineering responsibility, the consultant shall only substitute personnel after submitting resumes and obtaining specific written approval by the Director of Public Works for the replacement of the key personnel.

V. OTHER

It shall be the responsibility of the consultant to resolve any errors in the design, which are identified during construction at no additional cost to the County and in a timely manner such that construction delays are avoided or minimized to the maximum extent possible. The consultant shall notify the County of any errors that are a result of incorrect field data provided by the County.

ATTACHMENT A

CONFIDENTIAL

THIS DOCUMENT CONTAINS SENSITIVE INFORMATION.
DO NOT RELEASE THIS DOCUMENT TO ANY THIRD PARTY

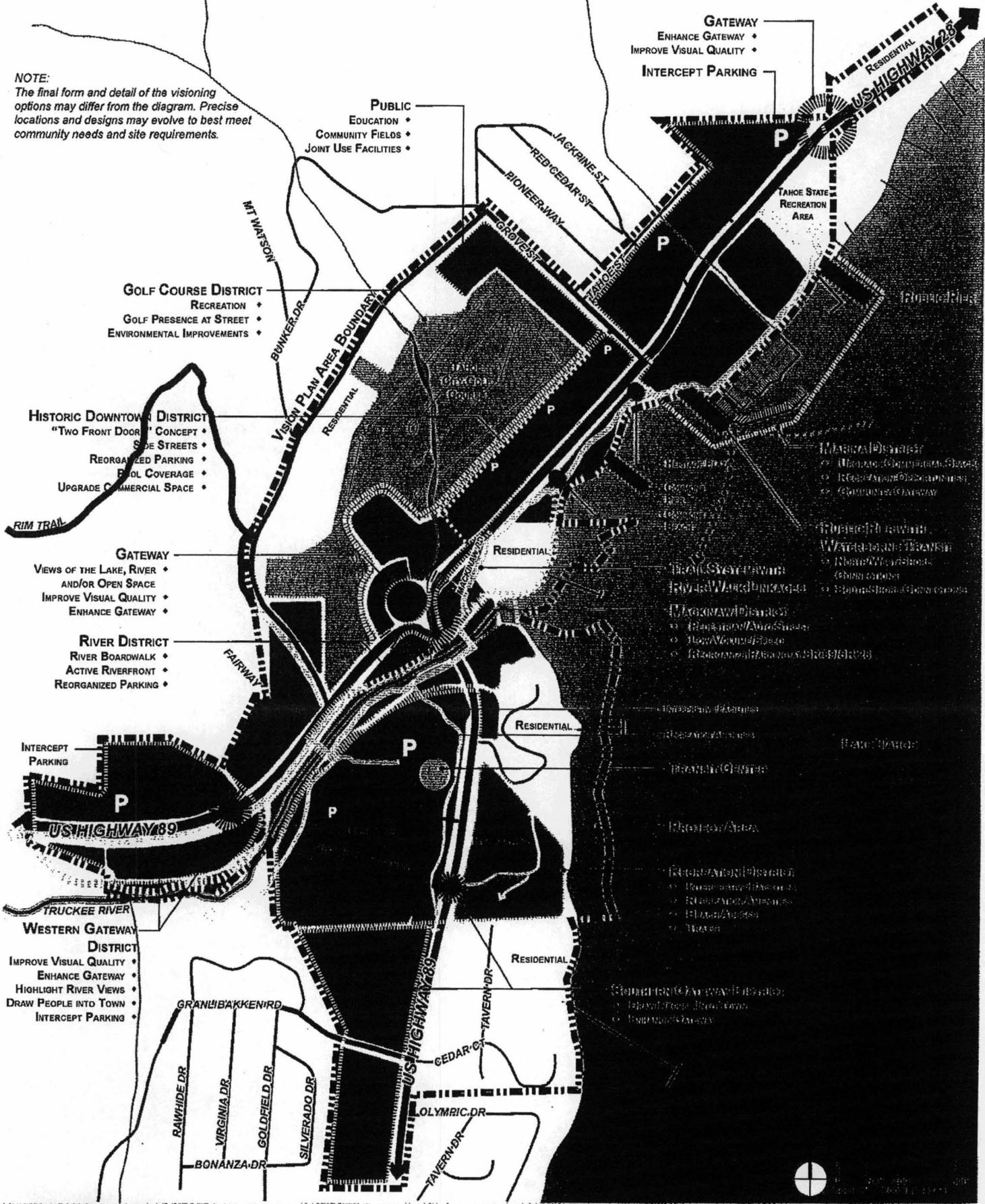
Contract Number: 1196
Consultant: Design Workshop
Project Title: TAHOE CITY MOBILITY IMPROVEMENTS PLAN

We the undersigned state that _____ is our Federal Tax Identification Number.

Corporate Officer

Date

NOTE:
The final form and detail of the visioning options may differ from the diagram. Precise locations and designs may evolve to best meet community needs and site requirements.



- PUBLIC**
- EDUCATION
 - COMMUNITY FIELDS
 - JOINT USE FACILITIES

- GATEWAY**
- ENHANCE GATEWAY
 - IMPROVE VISUAL QUALITY
- INTERCEPT PARKING**

- GOLF COURSE DISTRICT**
- RECREATION
 - GOLF PRESENCE AT STREET
 - ENVIRONMENTAL IMPROVEMENTS

- HISTORIC DOWNTOWN DISTRICT**
- "TWO FRONT DOOR" CONCEPT
 - SIDE STREETS
 - REORGANIZED PARKING
 - FOOT COVERAGE
 - UPGRADE COMMERCIAL SPACE

- GATEWAY**
- VIEWS OF THE LAKE, RIVER AND/OR OPEN SPACE
 - IMPROVE VISUAL QUALITY
 - ENHANCE GATEWAY

- RIVER DISTRICT**
- RIVER BOARDWALK
 - ACTIVE RIVERFRONT
 - REORGANIZED PARKING

- INTERCEPT PARKING**
- WESTERN GATEWAY DISTRICT**
- IMPROVE VISUAL QUALITY
 - ENHANCE GATEWAY
 - HIGHLIGHT RIVER VIEWS
 - DRAW PEOPLE INTO TOWN
 - INTERCEPT PARKING

- Historic Downtown**
- Historic Character
 - Historic Commercial Space
 - Historic Residential
 - Community Gateway

- Historic Downtown Waterfront Transit**
- River Walk
 - Boardwalk
 - Pedestrian
 - Bicyclist
 - Transit

- Historic Downtown**
- Historic Commercial Space
 - Historic Residential
 - Historic Gateway

- Historic Downtown**
- Historic Commercial Space
 - Historic Residential
 - Historic Gateway

- Historic Downtown**
- Historic Commercial Space
 - Historic Residential
 - Historic Gateway

- Historic Downtown**
- Historic Commercial Space
 - Historic Residential
 - Historic Gateway

- Historic Downtown**
- Historic Commercial Space
 - Historic Residential
 - Historic Gateway

TAHOE CITY TOWN CENTER VISIONING OPTIONS CONSOLIDATED VISION ALTERNATIVES

EXHIBIT C

PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS

TAHOE CITY MOBILITY IMPROVEMENTS PLAN

PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of services. All payment requests shall be subject to the following budget:

Task No.	Description	Amount (not to exceed)
1.0	Project Management	\$ 4,770
2.0	Site Evaluation and Existing Conditions	11,830
3.0	Community Design Workshops and Stakeholder Outreach	18,570
4.0	Draft Plan and Stakeholder Review	26,645
5.0	Final Tahoe City Mobility Improvements Plan	8,185
	Total	\$ 70,000

Ten percent (10%) shall be withheld from each payment until satisfactory completion of the work described within Exhibit A, Scope of Services. The County shall release for payment the 10 percent (10%) withheld, upon satisfactory completing all tasks, including those deliverable items identified under Exhibit A, Scope of Services, attached to this agreement.

Total payment shall not exceed \$70,000 without modification to the agreement signed by both parties. The County, as shown above, may reallocate budget amounts, within work items without modifications of this agreement, subject to approval. The consultant shall not undertake additional work without prior written approval of the County.

Upon the consultant's request, the County will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if the consultant deposits in escrow with an approved escrow agent or with a bank acceptable to County, securities eligible for the investment of state or county funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- A. The consultant shall bear the expense of the County and the escrow agent in connection with the escrow deposit made.
- B. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the consultant pursuant to this section.

EXHIBIT D

COUNTY OF PLACER
DEPARTMENT OF PUBLIC WORKS

TAHOE CITY MOBILITY IMPROVEMENTS PLAN

CONSULTANT STANDARD CHARGE RATES / COST PROPOSAL

CONSULTANT / SUBCONSULTANT	LABOR CLASSIFICATION	HOURLY RATE
Design Workshop	Shareholder	\$ 300
	Principal	225
	Principal-in-Charge	175
	Associate Landscape Architect	130
	Landscape Architect	110
	Project Assistant	80
LSC Transportation Consultants	Principal	190
	Senior Engineer	120
	Engineer	95
	Planner	95
	GIS/Graphics	65
	Administrative Assistant	60
	Traffic Count Technician	40
Wood Rodgers	Principal Engineer/Geologist/Surveyor/Planner/LA* II	205
	Principal Engineer/Geologist/Surveyor/Planner/LA* I	165
	Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* III	160
	Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* II	150
	Associate Engineer/Geologist/Surveyor/Planner/GIS/LA* I	140
	Engineer/Geologist/Surveyor/Planner/GIS/LA* III	130
	Engineer/Geologist/Surveyor/Planner/GIS/LA* II	120
	Engineer/Geologist/Surveyor/Planner/GIS/LA* I	110
	Assistant Engineer	90
	CAD Technician III	110
	CAD Technician II	100
	CAD Technician I	90
	Project Coordinator	95
	Administrative Assistant	75
1 Person Survey Crew	160	
2 Person Survey Crew	240	
3 Person Survey Crew	320	

ATTACHMENT A

CONFIDENTIAL

THIS DOCUMENT CONTAINS SENSITIVE INFORMATION.
DO NOT RELEASE THIS DOCUMENT TO ANY THIRD PARTY

Contract Number: 1196
Consultant: Design Workshop
Project Title: TAHOE CITY MOBILITY IMPROVEMENTS PLAN

We the undersigned state that _____ is our Federal Tax
Identification Number.

Corporate Officer

Date

