

Hydrologic & Hydraulic Engineering Services

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
Dept. Contact: Tim Prudhel
Phone: x5974
Department Head
Signature: _____
Tim C. Prudhel
Contract Services Officer

CONTRACTOR:

Name: David Ford Consulting Engineers, Inc.
Address: P.O. Box 188529
Sacramento, CA 95818
Phone: 916-447-8779

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: X No: _____
Compliance verified by: Contract Notification Sent 11/29/06. HR response received 12/06/06:
OK per Matthew Bain.

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

Please forward to Risk Management upon approval.

Index Code: <u>306500</u>	User Code: <u>25000A</u>
---------------------------	--------------------------

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract).

Department(s): _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

David Ford Consulting Engineers, Inc.
Hydrologic & Hydraulic Engineering Services

AGREEMENT FOR SERVICES # AGMT 04-754
Amendment II

THIS AMENDMENT II to that Agreement for Services # AGMT 04-754 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 David Ford Consulting Engineers, Inc., a corporation duly qualified to conduct business in the State of California, whose mailing address is Post Office Box 188529, Sacramento, California 95818, and whose principal place of business is 2015 J Street, Suite 200, Sacramento, California 95814, (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide hydrologic and hydraulic engineering services for the Department of Transportation pursuant to Agreement for Services # AGMT 04-754 and Amendment I to AGMT # 04-754, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-754 to clarify the Task Order provisions, amending **ARTICLE I Scope of Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-754 to extend the expiration date of January 25, 2007 for three (3) additional years , amending **ARTICLE II Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-754 to increase the compensation for services by \$15,000, and to include a revised fee schedule, amending **ARTICLE III Compensation for Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-754 to include the California Tahoe Conservancy as an indemnified party, as required by County's grant funding agreements, amending **ARTICLE XVI Indemnity**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-754 to include the California Tahoe Conservancy as an additional insured, as required by County's grant funding agreements, amending **ARTICLE XVII Insurance**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-754 to include certain contract clauses as required by County's grant funding agencies, adding **ARTICLE XXVIII, Compliance with Federal and State Requirements; ARTICLE XXIX, Grant Funding Agreement Requirements**; and **ARTICLE XXX, Certifications**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment II to Agreement for Services # AGMT 04-754, to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and services required to assist County in providing hydrologic and hydraulic engineering services, including, but not limited to preliminary and final hydrologic and hydraulic analysis and recommendations; calculations and reports; alternatives and cost analyses, and other miscellaneous engineering services related to hydrology and hydraulic engineering. Consultant's services shall include work associated with the Lake Tahoe Basin Hydrology and Hydraulics (H & H) manual currently under development by the Storm Water Quality Improvement Committee and the U.S. Army Corps of Engineers, and analysis and recommendations for potential revisions to County's Drainage Manual and incorporation of methods developed for the Lake Tahoe H & H manual into the County's Drainage Manual.

The specific Services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable engineering standards, required deliverables, specific Consultant staff and project-related mileage budget on a task-by-task basis. Following each meeting, Consultant shall provide the Contract Administrator with a written scope of work, a schedule and a not-to-exceed cost to complete the work (Task Order), which shall require written approval, authorization and notification to proceed from the Contract Administrator, prior to commencement of the work.

Consultant shall provide the Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Task Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Task Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of Article XV of this Agreement. No payment will be made for any work performed prior to approval of the written Task Order, and no payment will be made for amounts in excess of the not to exceed amount of any Task Order.

The period of performance for Task Orders shall be in accordance with dates specified in each Task Order. No payment will be made for any work performed after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire January 25, 2010.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables required under the Task Orders described in Article I, Scope of Services and all progress reports required under Article IV, Progress Reports of this Agreement, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following

County receipt and approval of itemized invoice(s) and progress reports detailing services rendered. For the purposes hereof, for the period commencing with the effective date of this Agreement and continuing through January 25, 2006, the billing rates for services performed shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof. For the period of January 26, 2006 through January 25, 2007, the billing rates for services rendered shall be in accordance with Exhibit C, marked "Extended Fee Schedule," incorporated herein and made by reference a part hereof. For the remaining term of the Agreement, the billing rates for services rendered shall be in accordance with Exhibit D, marked "Revised Fee Schedule," incorporated herein and made by reference a part hereof. Exhibit D lists hourly rates that are valid through January 26, 2008, and which will be increased by five percent (5%) annually beginning January 27, 2008 and every January 27 thereafter.

For the entire term of the Agreement, as amended, mileage expenses, if applicable, shall be paid in accordance with County's Travel Policy (No. D-1), Section 5b, attached hereto as Exhibit B, marked "Board of Supervisors Policy," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, inclusive of all costs, Task Orders and expenses shall not exceed \$50,000.

ARTICLE XVI

Indemnity: Consultant shall defend, indemnify, and hold County and the California Tahoe Conservancy (CTC) harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County and CTC employees, and the public, or damage to property, which are claimed to or in any way arise out of or are connected with Consultant's negligent services, negligent operations, or negligent performance hereunder, except for the sole or active negligence of the County or CTC, their officers and employees, or as expressly prohibited by statute. This duty of Consultant to indemnify and save County and CTC harmless expressly includes the duties to defend set forth in California Civil code Section 2778.

ARTICLE XVII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,00,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.

- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers and the California Tahoe Conservancy, its officers, officials, employees, and volunteers are included as additional insureds, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and Professional Liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by 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 the County, its officers, officials, employees, or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

The following Articles are hereby added to the Agreement:

ARTICLE XXVIII

Compliance with Federal and State Requirements: County is relying on federal and state assistance or grants for all or a portion of the funding for the services to be provided under this Agreement. As a requirement of County's use of these funds, County is required to comply with certain federal and state requirements and to extend these requirements to its third party contracts. Consultant shall comply with all applicable provisions of federal and state regulations, including those required by the United States Department of Agriculture/ United States Forest Service (USFS), the United States Department of the Interior Bureau of Reclamation (BOR) and the California Tahoe Conservancy (CTC) including grant funding requirements and any related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (CFR), are incorporated by reference and made a part of this Agreement:

Circular A-87, revised May 10, 2004, "Cost Principles for State, Local, and Indian Tribal Governments"

Circular A-102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments"

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-133, revised June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations"

Copies of OMB Circulars are available on the Internet at:

<http://www.whitehouse.gov/omb/grants/html>.

Failure of Consultant to comply with any federal or state 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 and state regulations and which may apply to Consultant's subcontracts, if any, associated with this Agreement.

ARTICLE XXIX

Grant Funding Agreement Requirements: Consultant shall comply with all applicable provisions of County's grant funding agreements and related documents with USFS, BOR and CTC including the applicable requirements of 7 CFR 3015, 7 CFR 3016, 7 CFR 3017, 7 CFR 3018, 7 CFR 3052, 43 CFR 12, 43 CFR 18, 43 CFR 42 and the cost principles of 2 CFR 225 and 48 CFR 31.2 as applicable. Consultant shall include those provisions, if applicable, in any of its agreements for goods or services that affect or are related to the services performed herein and shall ensure that any clauses required by federal or state statutes and executive orders and their implementing regulations are also incorporated as applicable, including, but not limited to, the following:

- A. Remedies/Termination:** Consultant shall comply with the requirements of Article XIII of this Agreement regarding administrative, contractual, or legal remedies in instances of default, termination or cancellation and with other terms and conditions of this Agreement and 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.
- B. Contract Work Hours and Safety Standards:** Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- C. Reporting:** Consultant shall comply with the reporting requirements specified in Article I, Scope of Services and with Article IV, Progress Reports of this Agreement and with such other County reporting requirements and regulations as may be required by the Contract Administrator. Consultant shall fully cooperate with County to support the reporting requirements imposed by County's grant funding agreements insofar as they may apply to this Agreement, including but not limited to, assisting County in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), Executive Order (EO) 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- D. Copyrights and Rights in Data:** Consultant shall comply with Article VI, Ownership of Data and with Section J, Copyrights of this Article XXIX, Grant Funding Agreement Requirements regarding requirements and regulations pertaining to copyrights and rights in data. County and its granting agencies have the right to obtain, reproduce, publish or otherwise use any data produced under this Agreement and to authorize others to receive, reproduce, publish or otherwise use such data for government

purposes.

- E. Access to Records:** County, federal agencies, the Comptroller General of the United States, the CTC, the California Auditor General or any of their duly authorized representatives shall have the right of access to any books, documents, papers, or other records of the Consultant which are directly pertinent to this Agreement or to County's grant funding agreements and related documents for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the contract. The rights of access in this section shall not be limited to any required retention period but shall last as long as the records are kept.
- F. Record Retention:** All records associated with this Agreement shall be retained by Consultant for three (3) years after County makes final payment and all other pending matters are closed. If any audit, litigation, or other action involving the records is started before the end of the three (3) year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later. Where applicable, Consultant shall include this record retention provision in any of its own agreements that affect or are related to the services performed herein and shall require that access to the records shall be provided to County as well as to Consultant and to agencies of the federal and state governments.
- G. 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), EO 11738, and Environmental Protection Agency regulations (40 CFR part 15). Consultant shall further comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205). Consultant shall also comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- H. Energy Efficiency:** Consultant shall comply with 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 (P. L. 94-163, 89 Stat. 871).
- I. Inventions and Patents:** The allocation of rights including patents in inventions shall

be determined in accordance with the "Government Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, February 18, 1983) and OMB Circular A-124.

- J. Copyrights:** This section applies to the copyright in any original work of authorship prepared with grant support. Additionally, if ownership of a copyright or of any of the exclusive rights comprising a copyright is purchased with grant support, this section applies to the purchased copyright or rights. County and the granting agencies reserve a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for government purposes and to authorize others to do so. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. Consultant shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of County or the granting agencies.
- K. Debarment and Suspension:** As a condition of participation in this Agreement, Consultant must comply with the requirements of subpart C of 7 CFR 3017 and with subpart C of 43 CFR 42, Governmentwide Debarment and Suspension, regarding Responsibilities of Participants Regarding Transactions. Consultant shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under EO 12549, "Debarment and Suspension."
- L. Lobbying Restrictions:** Consultant shall comply with the requirements of 7CFR 3018 and 43 CFR 18 regarding restrictions on lobbying. Section 1352, Title 31, United States Code prohibits federal funds from being expended by County or any lower tier subrecipient of a federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement. Certification and disclosure shall be required of all subrecipients at all tiers. Consultant shall ensure that the certification language required by 7 CFR 3018 and 43 CFR 18 is included in any of its agreements that affect or are related to the services performed under this Agreement and that all subrecipients certify and disclose accordingly.
- M. Equal Employment Opportunity:** Consultant shall comply with the requirements of EO 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- N. Nondiscrimination:**
- 1. Federal Requirements:** Consultant shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the

Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statutes under which County's applications for Federal assistance were made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the federal funds used to fund this Agreement.

2. State Requirements: Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to, the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law. Where applicable, Consultant shall include the nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein. Consultant's signature herein shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to, Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103. Failure of Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination or such other remedy, as County deems appropriate.

O. Drug-Free Workplace: Consultant agrees to maintain a drug-free workplace in accordance with Government Code Section 8355, et seq. by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, and specifying actions that will be taken against employees for violations of this prohibition;
2. Establishing a Drug-Free Awareness Program to inform employees about (1) the

dangers of drug abuse in the workplace; (2) the Consultant's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) penalties that may be imposed upon employees for drug abuse violations;

3. Submitting a drug-free workplace certification form to County;
4. Providing that every employee who performs work under this Agreement:
 - a. Will receive a copy of Consultant's drug-free policy statement, and
 - b. Will agree to abide by the terms of Consultant's statement as a condition of employment under this Agreement.

P. Inspection: County's granting agencies and their representatives shall have the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed at all reasonable times and in a manner that will not unduly delay the work. If such inspection or evaluation is performed on the premises of Consultant, Consultant shall furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

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

1. Consultant shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.
2. Affirmative steps shall include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and

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

R. Notice Regarding Buy American Act: In accordance with federal statutes and regulations, Consultant is advised that it is and has been the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available through federal agencies should be American-made. This provision shall remain in effect unless revoked by a future specific act of Congress.

S. Seat Belt Use Policies: In accordance with 43 CFR 12 and EO 13043, Consultant is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for its employees about the importance of wearing seat belts and the consequences of not wearing them.

ARTICLE XXX

Certifications: The following certifications are required in accordance with the above provisions and are attached hereto and made a part of this Agreement (the attached certification pages must be filled out and signed as appropriate):

- A. U.S. Department of the Interior - ***Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying***, Form DI-2010;
- B. U.S. Department of Agriculture - ***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions***, Form AD-1048;
- C. U.S. Department of Agriculture - ***Certification Regarding Drug-Free Workplace Requirements (Grants) – Alternative I – For Grantees Other Than Individuals***, Form AD-1049;
- D. ***Disclosure of Lobbying Activities***, Standard Form LLL;
- E. U.S. Department of Agriculture - ***Certification Regarding Lobbying – Contracts, Grants, Loans and Cooperative Agreements***, (No Form Number);
- F. ***Drug-Free Workplace Certification***, (No Form Number).

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 04-754 and Amendment I to AGMT 04-754 shall remain unchanged and in full force and effect.

Requesting Department Concurrence:

By: _____
Richard W. Shepard, P.E.
Director of Transportation

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement for Services # AGMT 04-754 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- DAVID FORD CONSULTING ENGINEERS, INC. --

By: _____

Dated: _____

David T. Ford
President
"Consultant"

By: _____

Dated: _____

Shanan Spitler
Corporate Secretary