

Pattison & Associates, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 09-52627

THIS SECOND AMENDMENT to that Agreement for Services # AGMT 09-52627 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 Pattison & Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 8920 Emerald Park Drive, Suite G, Elk Grove, California 95624, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide appraisal services for its Department of Transportation with respect to right-of-way acquisitions associated with its erosion control, stream environment zone restoration, bike lane and trail projects, and Capital Improvement Program (CIP) projects pursuant to Agreement for Services # AGMT 09-52627, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 09-52627 to revise the Scope of Work, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 09-52627 to extend the expiration date of April 20, 2012 for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 09-52627 to increase the not-to-exceed compensation amount of the Agreement by \$25,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services** and adding **Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 09-52627 to clarify where to obtain the prevailing wage rates, amending **ARTICLE V, Prevailing Wage**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 09-52627 to change both of County's notices recipients, amending **ARTICLE XVII, Notice to Parties**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 09-52627 to update the County's indemnified parties, amending **ARTICLE XVIII, Indemnity**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 09-52627 to change County's Contract Administrator, amending **ARTICLE XXIX, Contract Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services # AGMT 09-52627, as follows:

ARTICLE I, Scope of Services, Sections A. and D., Deliverables of the original Agreement are hereby amended as follows:

- A. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, for County's Department of Transportation, for right-of-way activities associated with Capital Improvement Program (CIP) projects, Erosion Control, Bike Lane/Trail projects, and/or Stream Environment Zone (SEZ) Restoration projects, and shall provide and make available Consultant's own personnel, materials, and equipment necessary to perform the services, work, and tasks designated herein (hereinafter referred to as "services"). Services shall be in accordance with the following, and shall generally include, but not be limited to:
1. Appraisals: Providing opinions of value supported by presentations of sufficient relevant market information, including valuation data, and the appraiser's analysis of that information in accordance with Sections 7.01.01.02 and 7.02.03.00 (excerpts), as described in Exhibit A, marked "7.01.00.00 – Appraisal Policies and General Requirements (Excerpts) From The Caltrans Right of Way Manual – Updated," incorporated herein and made by reference a part hereof.
 2. Succinct Narrative Appraisals: Consultant shall determine whether a parcel valuation is non-complex, and whether the parcel valuation is estimated at \$10,000 or less. If the parcel valuation is non-complex and estimated at \$10,000 or less, Consultant shall provide a Succinct Narrative Appraisal (in lieu of a BNAR), in accordance with Section 7.02.12.00, Noncomplex Valuation of \$10,000 or Less and using Form RW 7-9 from the Caltrans Right of Way Manual, Chapter 7, Appraisals. If it is determined that the valuation is complex and/or is valued greater than \$10,000, or if the County requests the BNAR, Consultant agrees to provide a BNAR as described in Section 1 above.
 3. Proceedings: Providing testimony regarding the services performed, and expert testimony on an on-call basis, for any subsequent eminent domain or inverse condemnation proceedings that pertain to or relate to the services performed herein.

D. Deliverables:

1. Appraisals: Three (3) bound copies of the Basic Narrative Appraisal Report (BNAR) shall be submitted to County's Contract Administrator (CA) within thirty-five (35) days of the date of County's written Notice to Proceed for the services, or as specified in the individual Task Orders issued for the services.

When the request contains multiple parcels, the valuations and other pertinent information for each parcel shall be contained in one (1) BNAR. The BNAR shall contain at least the following information: Certification(s) of Appraiser(s), Assumptions and Limiting Conditions, Effective Date of Value, Definition of Market Value, Government Code Compliance, Index Map of Subject Parcels, Valuation Discussion, Market Data Analysis, Comparable Data Map, subject parcel(s) information including, but not limited to, site description, improvements description, zoning, highest and best use, photographs, valuation, and exhibits of areas to be acquired (which exhibits shall be supplied by County).

In addition to the minimum information described above to be included in the BNAR, Full Narrative Appraisal Reports shall contain valuation and other pertinent information for only one parcel, and shall include a separate comparative narrative for each comparable sale relative to the subject parcel.

2. Succinct Narrative Appraisals: Three (3) unbound copies shall be provided to County's CA within thirty-five (35) days of the date of County's written Notice to Proceed for the services, or as specified in the individual Task Orders issued for the services.
3. Proceedings Testimony: As required for work performed under individual Task Orders issued for such services.

Failure to submit the required deliverables in the format and within the response time specified in the Task Orders issued for each assignment shall be grounds for termination of the Agreement as provided in ARTICLE XVI, Default, Termination, and Cancellation, or for delay or cessation of payments by County as provided in ARTICLE III, Section C, of this Agreement.

ARTICLE II, Term, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on April 20, 2013 or upon completion of all issued Task Orders, whichever is later.

ARTICLE III, Compensation for Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all deliverables described in the individual Task Orders issued pursuant to this Agreement, and including the progress reports required in ARTICLE IV, Progress Reports below, County agrees to pay Consultant within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the period beginning with the effective date of this Agreement and continuing through the day before the effective date of this Second Amendment to Agreement for Services # AGMT 09-52627, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

On the effective date of this Amendment and continuing through the extended term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order unless County's Contract Administrator and Consultant amend the Task Order.

The total amount of this Agreement, inclusive of all costs, expenses and Task Orders shall not exceed \$83,000.00.

For the entire term of this Agreement, as amended, the following provisions shall apply:

- B. Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-provided Task Order number and shall include County's project number, WBS code and the Activity Identification codes applicable for each item of work, both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one Task Order per invoice. Consultant shall attach copies of any progress reports required under the provisions of Article IV, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

- C. In the event that Consultant fails to deliver, in the format specified, the deliverables required under this Agreement, County at its sole discretion may delay payment for the period of time of the delay in receiving the deliverables in proper form, may cease all payments until such time as the required deliverables are received, or may terminate the Agreement as set forth in ARTICLE XVI, Default, Termination, and Cancellation below.

ARTICLE V, Prevailing Wage, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

In the event County requires Consultant's services on projects involving local, state and/or federal funds to which prevailing wage requirements may apply, Consultant shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County Department of Transportation. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

ARTICLE XVII, Notice to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XVII

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

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Engineering Division

With a Copy To:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Janel Gifford, P.E.
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Pattison & Associates, Inc.
8920 Emerald Park Drive, Suite G
Elk Grove, California 95624

Attn.: Dwight Pattison
President

or to such other location as Consultant directs.

ARTICLE XVIII, Indemnity, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XVIII

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold County and its officers, agents, employees, and representatives, 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 or CTC employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, CTC, Consultant, its officers, agents, employees, volunteers, representatives, contractors, or subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, CTC their officers and employees, or as expressly provided by statute. This duty of Consultant to indemnify and save County and CTC harmless includes the duties to defend set forth in California Civil Code Section 2778.


ARTICLE XXIX, Contract Administrator, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, P.E., Deputy Director, Engineering, Engineering Division, Department of Transportation, or successor.


Except as herein amended, all other parts and sections of Agreement for Services # AGMT 09-52627 and First Amendment to Agreement for Services # AGMT 09-52627 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Engineering Division
Department of Transportation

Dated: 3/19/12

Requesting Department Concurrence:

By: 
Kimberly A. Kerr, Interim Director
Department of Transportation

Dated: 3/19/12

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services # AGMT 09-52627 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:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

--PATTISON & ASSOCIATES, INC.--

By:  _____ Dated: 3-22-12
Dwight G. Pattison
President
"Consultant"

By:  _____ Dated: 3-22-12
Michael J. Pattison
Secretary/Treasurer

Pattison & Associates, Inc.

Real Estate Appraisals

Amended Exhibit B

AMENDED FEE SCHEDULE

Consultant agrees to prepare the following in accordance with ARTICLE I, Scope of Services of this Agreement and with the following compensation terms:

Basic Narrative Appraisal Reports bound under one cover:

1 to 10 Parcels:	\$1,500 per parcel*
11 to 20 Parcels:	\$1,250 per parcel*
Over 20 Parcels:	Negotiable, based on total number of parcels

Full Narrative Appraisal Report bound under separate cover: \$2,000 per parcel*

Succinct Narrative Appraisals unbound \$1,000 per parcel

Hourly Rate for Appraisals or Consulting Work \$150/hour

Hourly Rate for Court Testimony and/or Trial Work (associated with eminent domain proceedings) \$200/hour

The above rates include overhead, supplies, direct and indirect costs and travel expenses, etc.

* Complex appraisal rates (unique properties, significant improvements involved, or extensive severance damages involved) may be significantly higher and will be determined at the time of proposal for the project.

COUNTY OF EL DORADO

DEPARTMENT OF TRANSPORTATION



ENGINEERING DIVISION
2850 Fairlane Court
Placerville, CA 95667
Phone: (530) 621-6543
Fax: (530) 626-0387

JAMES W. WARE, P.E.
Director of Transportation

Internet Web Site:
<http://edcgov.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



June 16, 2011

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Pattison & Associates, Inc.
8920 Emerald Park Drive, Suite G
Elk Grove, CA 95624
Attn.: Dwight Pattison, President

Re: Agreement for Services AGMT #09-52627, as amended

Dear Mr. Pattison:

In accordance with the provisions of **Article XXIX Contract Administrator**, of the above referenced Agreement, please be advised that effective immediately, the County Officer or employee with responsibility for administering this Agreement is **Matthew D. Smeltzer, P.E., Deputy Director, Engineering, Engineering Division, Department of Transportation**, or successor.

Mr. Smeltzer may be reached at (530) 621-5912 or by email at matt.smeltzer@edcgov.us.

Also, in accordance with the provisions of **Article XVII - Notice to Parties**, please update your records to reflect that Notices to County shall be in duplicate and shall be addressed as follows:

To County:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Engineering Division

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Janel C. Gifford, P.E.
Office Engineer/Contracts Services Unit

Please note that these changes also affect any outstanding Task Orders issued pursuant to the subject Agreement.

If there are any questions regarding these changes, please contact me at (530) 621-5974 or by email at janel.gifford@edcgov.us.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Janel C. Gifford".

Janel C. Gifford, P.E.
Senior Civil Engineer
Office Engineer/Contracts Services Unit

c: Matt Smeltzer

12-0281.B.10

ORIGINAL

Pattison & Associates, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 09-52627

THIS FIRST AMENDMENT to that Agreement for Services # AGMT 09-52627 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 Pattison & Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 8920 Emerald Park Drive, Suite G, Elk Grove, California 95624, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide appraisal services for its Department of Transportation with respect to right-of-way acquisitions associated with its erosion control, stream environment zone restoration and bike trail projects, pursuant to Agreement for Services # AGMT 09-52627, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 09-52627 to increase the not-to-exceed compensation amount of the Agreement by \$33,000.00, amending **ARTICLE III, Compensation for Services**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services # AGMT 09-52627, as follows:

ARTICLE III, Compensation for Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all deliverables described in the individual Task Orders issued pursuant to this Agreement, and including the progress reports required in Article IV, Progress Reports below, County agrees to pay Consultant within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

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

The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order unless County's Contract Administrator and Consultant amend the Task Order.

The total amount of this Agreement, as amended, inclusive of all costs, expenses and Task Orders shall not exceed \$58,000.00.

- B. Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-provided Task Order number and shall include County's project number, WBS code and the Activity Identification codes applicable for each item of work, both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one (1) Task Order per invoice. Consultant shall attach copies of any progress reports required under the provisions of Article IV, Progress Reports herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:


County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division – Accounts Payable

or to such other location as County directs.

- C. In the event that Consultant fails to deliver, in the format specified, the deliverables required under this Agreement, County at its sole discretion may delay payment for the period of time of the delay in receiving the deliverables in proper form, may cease all payments until such time as the required deliverables are received, or may terminate the Agreement as set forth in Article XVI, Default, Termination, and Cancellation below.

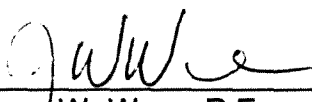
Except as herein amended, all other parts and sections of Agreement for Services # AGMT 09-52627 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Peter M. Feild
Right-of-Way Program Manager
Department of Transportation

Dated: 8/16/10


Requesting Department Concurrence:

By: 
James W. Ware, P.E.
Director of Transportation

Dated: 8/11/10


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 09-52627 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: 
Gayle Erbe-Hamlin, Purchasing Agent
Chief Administrative Office
"County"

Dated: 9/6/10

-- PATTISON & ASSOCIATES, INC. --

By: 
Dwight Pattison
President
"Consultant"

Dated: 8-18-10

By: 
Michael Pattison
Corporate Secretary/Treasurer

Dated: 8/18/10

ORIGINAL

Pattison & Associates, Inc. Appraisal Services Agreement

AGREEMENT FOR SERVICES # AGMT 09-52627

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Pattison & Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 8920 Emerald Park Drive, Suite G, Elk Grove, California 95624, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain an Appraisal Consultant to assist its Department of Transportation with respect to appraisal services for right-of-way acquisitions associated with its erosion control, stream environment zone restoration and bike trail projects;

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state, and local laws;

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

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services:

- A. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, for County's Department of Transportation, for right-of-way activities associated with Erosion Control, Bike Lane/Trail Projects, and/or Stream Environment Zone (SEZ) Restoration Projects, and shall provide and make available Consultant's own personnel, materials, and equipment necessary to perform the services, work, and tasks designated herein (hereinafter referred to as "services"). Services shall be in accordance with the following, and shall generally include, but not be limited to:

1. **Appraisals:** Providing opinions of value supported by presentations of sufficient relevant market information, including valuation data, and the appraiser's analysis of that information;
 2. **Waiver Valuation:** Assisting County in determining whether a parcel valuation is non-complex, and whether the parcel valuation is estimated at \$10,000 or less, and, if so, providing a Waiver Valuation in lieu of an appraisal, in accordance with Sections 7.02.13.00, 7.02.13.01, 7.02.13.02, and 7.02.14.00, as described in Exhibit A, marked "7.01.00.00 Appraisal Policies and General Requirements (Excerpts) From The Caltrans Right of Way Manual - Updated," incorporated herein and made by reference a part hereof. If it is determined that the valuation is complex and/or is valued greater than \$10,000, Consultant agrees to provide a basic narrative Appraisal Report as described in Article I Section D below;
 3. **Proceedings:** Providing testimony regarding the services performed, and expert testimony on an on-call basis, for any subsequent eminent domain or inverse condemnation proceedings that pertain to or relate to the services performed herein.
- B. County shall provide Consultant the following, where applicable, in connection with the services to be performed under this Agreement:**
1. Copies of any maps, drawings, exhibits, legal descriptions, title reports or other documents pertaining to the project that County may have in its possession.
 2. Interface between Consultant and other County departments, including the County Assessor, Recorder and Surveyor Offices.
 3. Permits or rights of entry licenses necessary for Consultant to perform its work on the affected parcels.
 4. Right of way stake-outs of the affected properties when requested.
 5. Providing "Notice of Decision to Inspect" letters to property owners for whom parcel/easement valuations will be made.
- C. Task Orders Required:** Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement. 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 standards, required deliverables, specific Consultant staff, and any necessary permits required on a task-by-task basis. Following the meeting, Consultant shall provide the Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates and

a target completion date for the overall scope of work, and a not-to-exceed cost to complete the work (resulting in a Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any work performed prior to approval and full execution of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

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 XVII, Notice to Parties, of this Agreement.

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 before or 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.

Funding from various local, state and federal sources may be utilized to fund certain assignments to be performed under this Agreement and as a consequence, the requirements (other than those incorporated herein below) of the funding agencies related to those grants will be incorporated into the provisions of the specific Task Orders issued for those assignments.

D. Deliverables:

1. **Appraisals:** Three (3) bound copies of the Appraisal Report shall be submitted to County's Contract Administrator within thirty-five (35) days of the date of County's written Notice to Proceed for the services, or as specified in the individual Task Orders issued for the services.

When the request contains multiple parcels, the valuations and other pertinent information for each parcel shall be contained in one basic narrative Appraisal Report. Basic narrative Appraisal Reports shall contain at least the following information: Certification(s) of Appraiser(s), Assumptions and Limiting Conditions, Effective Date of Value, Definition of Market Value, Government Code Compliance, Index Map of Subject Parcels, Valuation Discussion, Market Data Analysis, Comparable Data Map, subject parcel(s) information including, but not limited to, site description, improvements description, zoning, highest and best use, photographs, valuation, and exhibits of areas to be acquired (which exhibits shall be supplied by County).

In addition to the minimum information described above to be included in the basic narrative Appraisal Report, full narrative Appraisal Reports shall

contain valuation and other pertinent information for only one parcel, and shall include a separate comparative narrative for each comparable sale relative to the subject parcel.

2. Deliverables for determining whether a valuation of a parcel or an easement is non-complex and is valued at \$10,000 or less and for providing a Waiver Valuation will be dependent upon the specific scope of work agreed to in the specific Task Order issued for that assignment. However, if it is agreed that Consultant will provide all of the services necessary to provide the two determinations, then the deliverables shall be as follows:

The determination of whether a valuation is non-complex and whether the value is \$10,000 or less shall be provided to County in a letter from Consultant stating the basis of the value conclusion (i.e., land value, damages).

For the Waiver Valuation, three (3) copies of the deliverables noted in Section 7.02.13.01 or 7.02.13.02 of Exhibit A hereto, whichever is applicable, shall be provided to County (except that the Waiver Valuation Title Page, Exhibit 7-EX21A, and the Senior Review Certificate Form – Waiver Valuation, RW 7-5B shall not be required).

3. Where applicable, deliverables for Proceedings services will be specified in the individual Task Orders issued for such services.

Failure to submit the required deliverables in the format and within the response time specified in the Task Orders issued for each assignment shall be grounds for termination of the Agreement as provided in Article XVI, Default, Termination, and Cancellation, or for delay or cessation of payments by County as provided in Article III, Section C, of this Agreement.

- E. Consultant Reporting: Reports on services rendered by Consultant shall be submitted to County in the format, and under the conditions specified by County.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all deliverables described in the individual Task Orders issued pursuant to this Agreement, and including the progress reports required in Article IV, Progress Reports below, County agrees to pay Consultant within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

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

The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order unless County's Contract Administrator and Consultant amend the Task Order.

The total amount of this Agreement, inclusive of all costs, expenses and Task Orders shall not exceed \$25,000.00.

- B. Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-provided Task Order number and shall include County's project number, WBS code and the Activity Identification codes applicable for each item of work, both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one Task Order per invoice. Consultant shall attach copies of any progress reports required under the provisions of Article IV, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

- C. In the event that Consultant fails to deliver, in the format specified, the deliverables required under this Agreement, County at its sole discretion may delay payment for the period of time of the delay in receiving the deliverables in proper form, may cease all payments until such time as the required deliverables are received, or may terminate the Agreement as set forth in Article XVI, Default, Termination, and Cancellation below.

ARTICLE IV

Progress Reports: Upon issuance of a Task Order, Consultant shall submit progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the tasks and the items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once a month. The reports shall be sufficiently detailed for the Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator and Consultant shall be required to modify its work as

necessary to meet that level of acceptability as defined by the Contract Administrator. Separate detail shall be provided for each ongoing Task Order. Progress reports shall include the total number of hours worked by Consultant and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE V

Prevailing Wage: In the event County requires Consultant's services on projects involving local, state and/or federal funds to which prevailing wage requirements may apply, Consultant shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the offices of the District Director of Transportation for the district in which the work is situated. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

ARTICLE VI

Standards For Work: All services rendered shall be performed in accordance with the guidelines set forth in the Caltrans Right of Way Manual; the Federal Highway Administration (FHWA) Right of Way Project Development Guide; all other applicable Caltrans, FHWA, state and local public agency guidelines; federal, state and local laws, including but not limited to, applicable provisions of the California Business and Professions Code, and accepted industry standards.

ARTICLE VII

Inspection of Work: Consultant shall permit appropriate County representatives to review and inspect Consultant's work on each applicable project or task at all reasonable times during the performance of this Agreement.

ARTICLE VIII

Safety: Consultant shall comply at all times with Federal and State Occupational Safety and Health Administration regulations regarding safety equipment or procedures necessary for the performance of its services under this Agreement.

ARTICLE IX

License: Consultant represents that it is duly licensed in good standing by the State of California to perform the services under this Agreement, and Consultant shall maintain said license in good standing throughout the term of this Agreement.

ARTICLE X

Changes to Agreement:

- A. This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

- B. Should changes in the Scope of Services occur such that additional services and compensation beyond those contemplated by the parties under this Agreement are required, Consultant shall immediately notify the Contract Administrator in writing of those conditions. The additional work shall not be performed until County authorization is received, and an appropriate amendment is fully executed by the parties. No reimbursement for any additional services will be paid to Consultant without County's prior written authorization/amendment.

ARTICLE XI

Consultant To County:

- A. Consultant is engaged by County for its unique qualifications and skills. Consultant shall perform the services contemplated herein with resources available within its own organization, and no portion of the work pertinent to this Agreement shall be subcontracted, delegated or assigned, in whole or in part, without written authorization by the Contract Administrator.

- B. Consultant shall furnish, at Consultant's own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse or failure of such equipment, and shall indemnify and hold County harmless, and defend County in accordance with the indemnity provisions provided in Article XVIII, of this Agreement.

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

- D. In all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE XII

Confidentiality and Ownership of Data:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the

County Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

- B. Upon completion or earlier termination of services under this Agreement, ownership and title to all appraisals, reports, documents, maps, specifications, estimates, and similar documents produced as part of this Agreement will automatically be vested in County, and no further agreement will be necessary to transfer ownership to County. Consultant shall furnish County all data, including data stored in electronic format, needed to complete the transfer of ownership and possession to County.
- C. All financial, statistical, personnel, technical or other data and information relative to County operations, which is designated confidential by County and made available to Consultant in order to carry out the services contemplated under this Agreement shall be protected by Consultant from unauthorized use or disclosure.
- D. Permission granted by County to disclose information on one occasion or at public hearings held by County relating to this Agreement shall not authorize Consultant to further disclose such information or disseminate the same on any other occasion.
- E. Consultant shall not comment publicly to the press or any media regarding this Agreement or County's actions on the same, except to County staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from County's Board of Supervisors.
- F. Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by County and receipt of the Contract Administrator's written permission.

ARTICLE XIII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XIV

Independent Contractor/Liability: Consultant is, and at all times shall be, deemed an independent contractor and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment, and County shall not be responsible for preventing risk to Consultant or Consultant's employees, agents, associates, or representatives.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and

negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year. Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVI

Default, Termination, and Cancellation:

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

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

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

- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Task Order issued pursuant to this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Task Order or the total amount of the contract, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.
- E. **Cancellation:** Notwithstanding any other provision to the contrary, County may cancel this Agreement and have no further obligation hereunder as set forth in Article XV, entitled "Fiscal Considerations."
- F. **Completion of Work:** In the event of termination of the Agreement, County reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE XVII

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

To County:
 County of El Dorado
 Department of Transportation
 2850 Fairlane Court
 Placerville, California 95667

With a Copy To:
 County of El Dorado
 Department of Transportation
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Peter M. Feild,
 Right-of-Way Program Manager

Attn.: Tim C. Prudhel,
 Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Pattison & Associates, Inc.
8920 Emerald Park Drive, Suite G
Elk Grove, California 95624

Attn.: Dwight Pattison, President

or to such other location as Consultant directs.

ARTICLE XVIII

Indemnity: To the fullest extent allowed by law, 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 or CTC employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, CTC, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, CTC their officers and employees, or as expressly provided by statute. This duty of Consultant to indemnify and save County and CTC harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIX

Cooperation:

- A. Each party shall cooperate with the other in the defense of any claim or legal proceeding brought by a third party involving this Agreement and each party agrees to make its personnel available for consultation with the other for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. Any consultation for expert testimony that may be required by County not part of the indemnity provisions, now or in the future, will be reimbursed at "Hourly Rate for Court Testimony and/or Trial Work" specified in the Fee Schedule attached hereto as Exhibit B.

ARTICLE XX

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 \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. 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.
- 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 insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability insurance policies, except Workers' Compensation and Professional Liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

ARTICLE XXI

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

ARTICLE XXII

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

ARTICLE XXIII

Prohibition on Proprietary Interests:

- A. Consultant acknowledges that the services called for may involve appraisal activity performed in accordance with the standards set forth in this Agreement, including for the purpose of establishing fair and just compensation to property owner(s) in accordance with California eminent domain law, and that in order to fulfill the intent and purpose of this Agreement, Consultant must remain disinterested in property

pertaining to or related to the services that Consultant performs under this Agreement. Consultant warrants and represents that by signature of this Agreement, it: 1) currently does not have, nor will it acquire, any interest in the property related to the services performed; 2) does not have, nor will it acquire, any interest in or share in any sales commission generated by the transaction for which appraisal services are performed; and, 3) does not have, nor will it pursue or acquire, any agreement or understanding with any person or selling agency for a commission, percentage, brokerage, or contingency fee on behalf of itself, or said person or selling agency.

- B. In the event that Consultant violates this Article, in addition to all other remedies that County has pursuant to the provisions of this Agreement, and/or applicable law, County shall have the right, at its option and in its sole discretion, to rescind and annul this Agreement without liability, and to pay for only non-appraisal related services performed under this Agreement, if any, or to terminate the Agreement and offset payment for the value of the services performed by the recovery of the full amount of any commission, percentage, brokerage, or contingency fee, as well as damages suffered by County.

ARTICLE XXIV

California Residency (Form 590): Any independent Consultant providing services to County must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXV

Taxpayer Identification Number (Form W-9): Any independent contractor or corporation providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying its Taxpayer Identification Number.

ARTICLE XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

Year 2000 Compliance: Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Peter M. Feild, Right-of-Way Program Manager, Department of Transportation, or successor.

ARTICLE XXX

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) 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 proper 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 XXXI

Grant Funding Agreement Requirements: Consultant shall comply with all applicable provisions of County's grant funding agreements and related documents with USFS and CTC including the applicable requirements of 7 CFR 3015, 7 CFR 3016, 7 CFR 3017, 7 CFR 3018, 7 CFR 3052, 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 XVI 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 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 XII, Confidentiality and Ownership of Data and with Section J, Copyrights of this Article XXXI, 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 State Auditor or any of their duly authorized representatives shall have the right of access to any books, documents, papers, or other records of 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, 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 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 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) 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. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970: Consultant's services under this Agreement shall comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

T. Compliance with Hatch Act: Consultant shall, as applicable, comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

U. Safeguards Regarding Conflict of Interest: Consultant shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

ARTICLE XXXII

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 Agriculture - *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*, Form AD-1048;

- B. U.S. Department of Agriculture - **Certification Regarding Drug-Free Workplace Requirements (Grants) – Alternative I – For Grantees Other Than Individuals**, Form AD-1049;
- C. **Disclosure of Lobbying Activities**, Standard Form LLL;
- D. U.S. Department of Agriculture - **Certification Regarding Lobbying – Contracts, Grants, Loans and Cooperative Agreements**, (No Form Number);
- E. **Drug-Free Workplace Certification**, (No Form Number).

ARTICLE XXXIII

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


ARTICLE XXXIV

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

ARTICLE XXXV

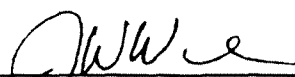
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings. Consultant acknowledges and represents that no representations, inducements, promises or agreements have been made by County, its officials, employees, or authorized representatives which are not contained in this Agreement, and that no other statement, promise, or agreement not contained herein will be valid and binding.

CONTRACT ADMINISTRATOR CONCURRENCE:

By: 
 Peter M. Feild
 Right-of-Way Program Manager
 Department of Transportation

Dated: 4/6/09

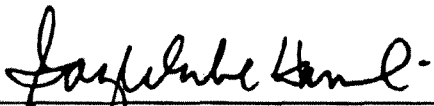
REQUESTING DEPARTMENT CONCURRENCE:

By: 
 James W. Ware, P.E.
 Director of Transportation

Dated: 4/6/09

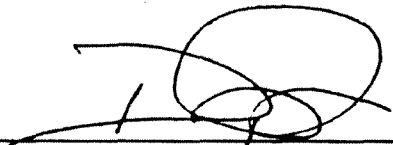
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

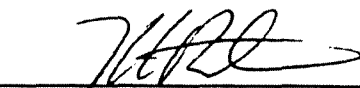
By: 
Gayle Erbe-Hamlin, Purchasing Agent
Chief Administrative Office
"County"

Dated: 4/21/09

-- PATTISON & ASSOCIATES, INC. --

By: 
Dwight Pattison
President
"Consultant"

Dated: 4-13-09

By: 
Michael Pattison
Corporate Secretary/Treasurer

Dated: 4-13-09

Pattison & Associates, Inc.

Exhibit A

7.01.00.00 – Appraisal Policies and General Requirements (Excerpts) From The Caltrans Right of Way Manual - Updated

(modifications for County use shown below in bold and/or strikeout)

7.01.01.02 Necessity for Appraisal

An appraisal is necessary to ensure compliance with the Constitution in arriving at a conclusion of just compensation. The basic document in all appraisals is the Appraisal Report. It contains the appraiser's estimate of fair market value and all data and narrative necessary to support the appraiser's conclusions.

An approved Report is generally required for acquisition, property management, relocation assistance and record purposes. It is of critical importance to further Right of Way activity. It must be complete and reliable in all its contents.

The Report will be a summary of basic information and conclusions together with pertinent support. It shall contain information about the properties and general aspects of the entire project. Additional backup information such as detailed improvement descriptions and plans, additional photographs, bids, detailed cost studies, interview records, additional comparable data, utility relocation studies, etc., should be maintained until acquisition is complete and the files are no longer necessary for record, testimony, or RAP purposes.

7.01.02.00 Appraisal Report Not Required

When the ~~Region/District~~ County determines that the valuation problem is uncomplicated and the fair market value is estimated at \$10,000 or less, based on a review of available data, a Report is not necessary. The \$10,000 amount includes severance damages but excludes any nonsignificant construction contract work. Authority to waive the appraisal is provided for in Federal Regulation [49 CFR 24.102(c)(2)]. Authority to make this determination rests with the ~~DDC-RAW~~ County, who may delegate it. The documentation required is the "Waiver Valuation." (See Section 7.02.13.00.) The Waiver Valuation cannot be used as a basis for deposit when obtaining an Order for Possession.

7.02.03.00 (excerpts)

M. Parcel Remarks

The Parcel Remarks shall contain information of a specific nature, applying to the individual parcel only. Included in this narrative section are site descriptions, improvement descriptions, damages discussions, and calculations.

To aid the acquisition agent with the preparation of either the Appraisal Summary Statement or the Valuation Summary Statement, in compliance with Section 7267.2 of the Government Code, the appraiser shall provide a paragraph entitled, "Summary of the Basis for Just Compensation." The paragraph shall be reproduced, verbatim, and inserted by the acquisition agent into either the Appraisal Summary Statement or the Valuation Summary Statement. This paragraph shall provide a concise summary of the reconciliation of value, (i.e., method most heavily relied upon,

and reason); the reason for damages, or the lack thereof; the reason that damages can or cannot be cured; and a discussion of benefits, or a lack thereof. Numerical calculations should not be included in the narrative discussion.

This information can be included in the Introduction section when the appraisal report, or waiver of appraisal report, contains only one parcel.

7.02.13.00 Waiver Valuation In Lieu of an Appraisal

An appraisal is not required if the ~~Region/District~~ County determines one is unnecessary because the valuation problem is uncomplicated and the fair-market value is estimated at \$10,000 or less based on a review of available data. The \$10,000 amount should include severance damages, if any, but exclude any nonsignificant construction contract work. Authority to make this determination rests with the ~~DDC-RAV~~ County, who may delegate it.

The "Waiver Valuation" is not an appraisal and is to be used merely for documentation for support of the amount of just compensation to be paid to the property owner.

The determination as to which parcel is uncomplicated rests with the ~~Region/District~~ County. Among the criteria to be considered in making the determination are:

A. There is no serious question as to highest and best use.

B. Adequate market data is available.

C. Substantial damages and benefits are not involved.

D. There is no substantial decrease in market value due to the presence of hazardous material/waste. Code of Federal Regulations (49 CFRs 24.102(c)2) provides that an appraisal is not required for parcels estimated at \$10,000 or less.

The Waiver Valuation may be based on a review of available relevant data, such as comparable-sales data or listing data, including sales already in the ~~Region/District~~ County files; comparable data and multiple-listing service data; opinions of Assessor's Office appraisers or real estate brokers, and other cost sources. Comparable Data Pages and sales location maps are not necessary.

The documentation to support the Waiver Valuation and required content will depend on whether the value is \$2,500 or less, or \$2,501 to \$10,000, and if it is contained in Sections 7.02.13.01 and 7.02.13.02.

Requirements regarding environmental clearance, project identification, certification date, confidentiality statement, and certification of need for the right of way and access control by ~~Project Development~~ still apply. A narrative paragraph, as described in Section 7.02.03.00, M., shall be included in the report.

Property owners of these parcels shall be sent some form of "Notice of Decision to Inspect" letter (7-EX-17A) (**County will provide**) with the appropriate Title VI information and booklet "Your Property, Your Transportation Project." Also, parcel diaries should be initiated and included in the estimate and the file.

A Waiver Valuation must be approved in accordance with present approval delegations. They may be prepared and recommended for approval by an Agent of less than Associate grade. It is strongly recommended that Agent preparing the Waiver Valuation have a good understanding of appraisal valuation concepts.

Members or candidates of professional appraisal organizations who are assigned to act in the dual capacity of Appraiser and Acquisition Agent should check their organization's Code of Ethics for specific prohibitions and disclosure requirements.

7.02.13.01 Waiver Valuation (\$2,500 or Less) - Contents and Requirements

In addition to the documentation mentioned in Section 7.02.13.00, a Waiver Valuation valued at \$2,500 or less can be documented with a diary entry. The diary entry should state the basis of the value conclusion, i.e., land value, improvement value, and severance/cost to cure damages. In addition, a photograph(s) of the subject must be included.

7.02.13.02 Waiver Valuation (\$2,501 to \$10,000) - Contents and Requirements

In addition to the documentation mentioned in Section 7.02.13.00, a Waiver Valuation with a value estimate of \$2,501 to \$10,000 must include the following:

- Waiver Valuation Title Page, Exhibit 7-EX-21A N/A
- Parcel Summary Page
- Senior Review Certificate Form - Waiver Valuation, RW 7-5B N/A
- Certification of Waiver Valuation, RW 7-6A **modified as shown**
- Waiver Valuation, RW 7-15
- Photograph(s) of subject
- Index map
- Appraisal map

The Certification of Waiver Valuation may have to be modified as to the statements concerning comparable sales. It should also contain a statement as follows:

"That I understand I may be assigned as the Acquisition Agent for one or more parcels contained in this appraisal report, but this has not affected my professional judgment nor influenced my opinion of value."

7.02.14.00 Nominal Values (\$2,500 or Less)

Regardless of the type of valuation report prepared, i.e., narrative appraisal report, memorandum appraisal report, or Waiver Valuation, if the amount of all property rights or interests is \$2,500 or less, value of the required property shall be shown as "Nominal" in the total valuation amount column. However, calculations shall be shown in the valuation report to illustrate the basis for the \$0 to \$2,500 conclusion. For example, the report will show 0.025 hectares at \$5000/ha = \$125.

The word "Nominal" is carried forward to the Parcel Summary Page ~~Senior Field Review Certificate, if required;~~ and the Certificate of Appraiser.

As an option to showing the word "Nominal" as discussed above, the ~~Region/District~~ County may show the following in a valuation report that is \$2,500 or less:

- A. If the valuation amount is between \$0 and \$500, show \$500 (nominal) in the amount column.
- B. If the valuation amount is between \$501 and \$2,500, show the actual amount rounded to the nearest \$50 with the word (nominal) after the amount.

Under this option, the valuation amounts shall be carried forward to the Parcel Summary Page ~~Senior Field Review Certificate,~~ and the Certificate of Appraiser.

~~The Senior Review Certificate and Appraisal Review Report shall be prepared substantially as shown on 7-EX-24. Minor modifications may be made to suit the approval requirements.~~

~~When the reviewing Senior questions an original estimate of value, parcels affected will be marked with an asterisk on the tabulation. The body of the Certificate will contain a brief resumé of the problem and final decisions on each parcel. (Statements of specific amounts of monetary adjustments are not desired.)~~

EL DORADO COUNTY – DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF WAIVER VALUATION
 RW 7-6A (REV 10/2005) - Modified

		APN #
--	--	-------

I Hereby Certify:

That I have personally inspected the property herein and that the property owner has been afforded an opportunity to be present at the time of the inspection. That to the best of my knowledge and belief, the statements contained in the Waiver Valuation herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to limiting conditions therein set forth.

That I understand that such Waiver Valuation is to be used in connection with the acquisition of right of way for an erosion control, bike trail/lane, and/or stream environment zone restoration project to be constructed by the County of El Dorado with the assistance of Federal-aid highway funds, or other Federal funds.

That such Waiver Valuation has been made in conformity with the appropriate State laws, Title VI of the 1964 Civil Rights Act, and regulations, policies, and procedures applicable to determining just compensation for the required right of way, and that, to the best of my knowledge, no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this Waiver Valuation and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property.

That I understand I may be assigned as the Acquisition Agent for one or more of the parcels contained in this report, but this has not affected my professional judgment nor influenced my opinions stated herein.

That I have not revealed the finds and results of such Waiver Valuation to anyone other than the proper officials of the El Dorado County Department of Transportation and I will not do so until so authorized by County officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such finds.

That my opinion of the total Waiver Valuation, as shown on the parcel summary pages, included in this report and made a part hereof by reference, as of the _____ day of _____, 20____, is \$_____; and that such conclusion was derived without collusion, coercion or direction as to value.

(Signature)

Date

ADA Notice	For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.
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INSTRUCTIONS FOR COMPLETION OF THE
CERTIFICATE OF WAIVER VALUATION

The form contains the following blanks requiring completion:

That my opinion of the total Waiver Valuation (1) included in this report and made a part hereof by reference, as of the (2) day of _____, 20____, is \$_____; and that such conclusion was derived without collusion, coercion or direction as to value.

(Signature)

(3)
(Date)

They are completed as follows:

- (1) a. If the certificate accompanies a new Waiver Valuation, include the phrase "as shown on the parcel summary sheet."
b. If some parcels are being updated and other parcels are not, include the phrase "of parcels _____."
(Insert updated parcel numbers only.)
c. If a revision or addition of a new subparcel is made without the benefit of new data, use the phrase "of parcels _____." (Revised or new subparcel numbers only.)
- (2) Show the date of valuation: e.g. the date of the last inspection, the date of possession when a Right of Entry is obtained, the date specified by court, etc.
- (3) Enter the date the Certificate is executed.

(Revisions)

The certificate should indicate a revised value only for those parcels being revised. A new date need not be included on the Certificate if a minor change is involved.

EL DORADO COUNTY – DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF APPRAISER
 RW 7-6 (REV 6/2003) - Modified

DISTRICT	EA	AR No.
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I Heroby Certify:

That I have personally inspected the property herein appraised and that the property owner has been afforded an opportunity to be present at the time of the inspection. A personal field inspection of the comparable sales relied upon in making said appraisal has also been made. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to limiting conditions therein set forth.

That I understand that such appraisal is to be used in connection with the acquisition of right of way for an erosion control, bike trail/lane, and/or stream environment zone restoration project to be constructed by the County of El Dorado with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, Title VI of the 1964 Civil Rights Act, and regulations, policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the El Dorado County Department of Transportation and I will not do so until so authorized by County officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the total fair market value _____ included in this report and made a part hereof by reference, as of the _____ day of _____, 20____, is \$ _____; and that such conclusion was derived without collusion, coercion or direction as to value.

(Signature)

Date

ADA Notice	For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.
-------------------	--

INSTRUCTIONS FOR COMPLETION OF THE
CERTIFICATE OF APPRAISER

The form contains the following blanks requiring completion:

That my opinion of the total fair market value (1) included in this report and made a part hereof by reference, as of the (2) day of _____, 20____, is \$ _____; and that such conclusion was derived without collusion, coercion or direction as to value.

(Signature)

(3)
(Date)

They are completed as follows:

- (1)
 - a. If the certificate accompanies a new appraisal, include the phrase "as shown on the parcel summary sheet."
 - b. If some parcels are being updated and other parcels are not, include the phrase "of parcels _____." (Insert updated parcel numbers only.)
 - c. If a revision or addition of a new subparcel is made without the benefit of new data, use the phrase "of parcels _____." (Revised or new subparcel numbers only.)
- (2)
 - a. Show the date of valuation: e.g., the date of the last inspection, the date of possession when a Right of Entry is obtained, the date specified by Court, etc.
 - b. Revised appraisals should refer to the date of the opinion of fair market value, based on comparable sales or other data. This should not be the date of the revision if no new data was obtained.
- (3) Enter the date the Certificate is executed.

(Revisions)

The certificate should indicate a revised value only for those parcels being reappraised. A new date of value need not be included on the Certificate if a minor change is involved and prior appraised unit values are projected for the revised taking.

EL DORADO COUNTY – DEPARTMENT OF TRANSPORTATION
WAIVER VALUATION
RW 7-15 (REV 10/2005) - Modified

CONFIDENTIAL
This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

APN: _____ PARCEL NO. _____

Report No.	Date	Reg/Dist	Co	Rte	KP (P.M.)	Exp Auth	Map No.
------------	------	----------	----	-----	-----------	----------	---------

Owner: _____
Property Address: _____ Locale: _____
Zone: _____ Present Use: _____ Best Use: _____
Possible Hazardous Waste (include underground tanks) _____ Yes _____ No
Date Acquired: _____
Total Prop. Area: Full Part (include access rights Yes No

Waiver Valuation \$ _____

PARCEL DESCRIPTION:

ANALYSIS FINDING:

CALCULATION:

DAMAGES AND BENEFITS:

CONSTRUCTION CONTRACT WORK:

Inspected Date: _____ By: _____

ADA Notice	For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929 or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.
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Pattison & Associates, Inc.

Exhibit B

Fee Schedule

- 1) Consultant agrees to prepare a basic narrative Appraisal Report in accordance with Article I of this Agreement and with the following compensation terms:

1 – 10 parcels/Project	\$1,000/parcel
For each additional parcel/Project	\$750/parcel

- 2) Consultant agrees to prepare a full narrative Appraisal Report in accordance with Article I of this Agreement and with the following compensation terms:

1 parcel/Project	\$2,000
2-10 parcels/Project	\$1,500/parcel
more than 10 parcels/Project	\$1,250/parcel

- 3) If County requires that Consultant determine whether a valuation of a parcel or an easement is non-complex and is valued at \$10,000 or less, or that Consultant shall prepare a Waiver Valuation in accordance with Article I of this Agreement, or provide testimony regarding the Services performed, and/or provide expert testimony for any subsequent eminent domain or inverse condemnation proceedings that pertain to or relate to the Services performed hereto, billing rates shall be in accordance with the following:

Hourly Rate for Appraisals or Consulting Work (includes work associated with preparation of Waiver Valuations)	\$150/hour
--	------------

Hourly Rate for Court Testimony and/or Trial Work (associated with eminent domain or inverse condemnation proceedings)	\$200/hour
--	------------

All of the rates indicated above include all overhead, supplies, direct and indirect costs, and travel and mileage expenses.

Pattison & Associates, Inc.

**CERTIFICATION
ATTACHMENTS**

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The regulations were published as Part II of the January 31, 1989 Federal Register (pages 4947-4952). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Alternative I

(A) The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and

- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted --
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, State, zip code)

8920 Emerald Park Dr, Ste G
 Elk Grove, CA 95757

Organization Name

PR/Award Number or Project Name

Pattison + Assoc. Inc.

Name and Title of Authorized Representative

Dwight Pattison, Pres.

Signature



Date 4-13-09

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance was placed when the agency determined to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

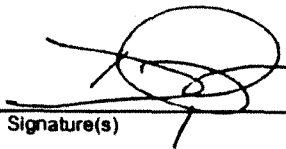
Pattison - Assoc. Inc

Organization Name

PR/Award Number or Project Name

Douglas Pattison, Pres.

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

4-13-09

Date

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later than determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transactions," "debarred," "suspended," "ineligible," "lower tier covered transactions," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME

PATTISON & ASSOCIATES, INC.

The Consultant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Consultant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation, and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a. Will receive a copy of the company's drug-free policy statement, and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Consultant to the above-described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

Dwight Pettison

DATE EXECUTED

4-13-09

EXECUTED IN THE COUNTY OF

CONSULTANT SIGNATURE



TITLE

President

FEDERAL I.D. NUMBER

68-0257311

UNITED STATES DEPARTMENT OF AGRICULTURE

NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or nonappropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if materials changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress or any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan;
- you are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and
- you will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, *Federal Register* (pages 6736-6746).

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Pattison - Assoc, Inc
Organization Name Award Number or Project Name

Dwight Pettison, Pres.
Name and Title of Authorized Representative

[Signature]
Signature Date