

SWCA, Incorporated which will do business in California as SWCA Environmental Consultants

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #450-S1611

THIS THIRD AMENDMENT to that Agreement for Services #450-S1611 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 Sycamore Environmental Consultants, Inc., a corporation duly qualified to conduct business in the State of California (Sycamore), now owned and operating as SWCA, Incorporated which will do business in California as SWCA Environmental Consultants (SWCA), an Arizona corporation duly qualified to conduct business in the State of California, whose principal place of business is 20 E Thomas Road, Suite 1700, Phoenix, Arizona 85012, and whose local address is 6355 Riverside Boulevard, Suite C, Sacramento, California 95831 (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, Sycamore has been engaged by COUNTY to assist with California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Environmental Compliance and Permitting for the Green Valley Road at Mound Springs Creek and Green Valley Road at Indian Creek Bridge Replacement Projects for the Department of Transportation pursuant to Agreement for Services #450-S1611, dated June 7, 2016, First Amendment to Agreement for Services #450-S1611, dated April 3, 2018, and Second Amendment to Agreement for Services #450-S1611, dated May 14, 2019, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to augment the scope of services to complete the project, amending **ARTICLE I, Scope of Services**, and replacing Exhibit A, Scope of Work, with **Amended Exhibit A, Amended Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date for two and one-half (2.5) additional years, to December 6, 2024, amending **ARTICLE IV, Performance Period**;

WHEREAS, ARTICLE X, Subcontracting, of the Agreement prohibits Sycamore from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY;

WHEREAS, Sycamore was acquired by SWCA, effective April 13, 2021;

WHEREAS, Sycamore executed a Form of Conditional Assignment and Assumption Agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto SWCA all of Sycamore’s rights, title, interest, duties, obligations, and

liabilities in, to, and under Agreement #450-S1611 and the Form of Conditional Assignment and Assumption Agreement is incorporated herein as Exhibit F, marked "Form of Conditional Assignment and Assumption Agreement," effective as of April 13, 2021;

WHEREAS, by operation of this acquisition, SWCA has assumed all of Sycamore's duties, responsibilities, and obligations, including insurance and indemnity obligations, for environmental review services under the terms and conditions of the Agreement, including, but not limited to, any and all liabilities or obligations for consulting services prior to the effective date of the acquisition;

WHEREAS, Sycamore, now operating as SWCA, has requested that COUNTY accept the proposed assignment of the Agreement and consent to the assignment of all Assignor's/Sycamore's rights, obligations, and liabilities to SWCA;

WHEREAS, the parties hereto desire to amend the Agreement to change all references throughout the Agreement and any Task Order or Work Order written pursuant to the Agreement from Sycamore Environmental Consultants, Inc. to SWCA, Incorporated which will do business in California as SWCA Environmental Consultants;

WHEREAS, COUNTY will accept this Third Amendment to Agreement for Services #450-S1611 on condition that SWCA assumes and fulfills all the terms and conditions of this Third Amendment and the Agreement;

WHEREAS, the parties hereto desire to update the notice recipients and addresses, amending **ARTICLE XXVIII, Notice to Parties**;

WHEREAS, the parties hereto desire to fully-replace or add specific Articles to include contract provisions required by the use of federal grant funds;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, COUNTY and CONSULTANT mutually agree to amend the Agreement as follows:

1. Exhibit A, Scope of Work is replaced in its entirety with Amended Exhibit A, Amended Scope of Work attached hereto and incorporated herein by reference. All references to Exhibit A, Scope of Work throughout the Agreement are substituted with Amended Exhibit A, Amended Scope of Work.
2. All references to Sycamore Environmental Consultants, Inc. throughout the Agreement and any Task Order or Work Order written pursuant to the Agreement shall read SWCA, Incorporated which will do business in California as SWCA Environmental Consultants.
3. The parties agree that by operation of the acquisition described above, SWCA, Incorporated which will do business in California as SWCA Environmental

Consultants assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations, including insurance and indemnity obligations, for services performed by Sycamore Environmental Consultants, Inc. prior to the effective date of the acquisition, and SWCA, Incorporated which will do business in California as SWCA Environmental Consultants is responsible for performing the work and services in accordance with all the terms and conditions of this Agreement. Exhibit F, marked "Form of Conditional Assignment and Assumption Agreement" has been incorporated herein and made by reference a part hereof.

4. The following articles are fully-replaced in their entirety as follows:

ARTICLE III

Progress Reports: Upon issuance of a Task Order or Work Order, CONSULTANT shall submit written progress reports to COUNTY's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. CONSULTANT shall prepare the reports in a sufficiently detailed manner for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY shall review the report to ensure that CONSULTANT's services and deliverables adhere to current COUNTY requirements applicable to the project as determined by COUNTY's Contract Administrator, and CONSULTANT shall modify its work if the COUNTY's Contract Administrator determined it is necessary to meet current COUNTY requirements applicable to the project. Separate detail shall be provided for each ongoing Task Order or Work Order. CONSULTANT shall include in a progress report the total number of hours worked by CONSULTANT and any authorized subconsultants; a descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV

Performance Period:

A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall comment work after notification to proceed by COUNTY'S Contract Administrator. The Agreement shall end on December 6, 2024.

- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.
- C. The period of performance for each specific project shall be in accordance with the Task Order or Work Order for that project. If work on a Task Order or Work Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by written contract amendment prior to expiration of the Agreement.

ARTICLE VI

Termination:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 - 1. The alleged default and the applicable Agreement provision.
 - 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement, or any Task Order or Work Order issued under this Agreement, by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

If COUNTY terminates this Agreement, in whole or in part, for default:

- 1. COUNTY reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and CONSULTANT shall be liable to COUNTY for any excess costs for those goods or services. COUNTY may deduct from any payment due, or that may thereafter become due to CONSULTANT, the excess costs to procure from an alternate source.
- 2. COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

3. COUNTY may require CONSULTANT to transfer title and deliver to COUNTY any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by CONSULTANT in this Agreement proves to have been false or misleading in any respect;
 3. CONSULTANT fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless COUNTY agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XIII, Conflict of Interest.
- B. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable.
- C. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- D. Ceasing Performance: COUNTY may terminate this Agreement immediately in the event CONSULTANT ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- E. Termination or Cancellation without Cause: COUNTY may terminate this Agreement or any Task Order or Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, COUNTY will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to CONSULTANT, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the Task Order or Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, COUNTY reserves the right to take over and complete the work by contract or by any other means.
- F. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COUNTY.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. If the rates invoiced are in excess of these authorized rates, then CONSULTANT is responsible for the cost difference and any overpayments shall be reimbursed to COUNTY upon demand. For the purposes of this Agreement, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.
- E. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE VIII

Retention of Records/Audits: For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and COUNTY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. COUNTY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by COUNTY's Chief Fiscal Officer, Community Development and Finance Administration, Chief Administrative Office.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by

COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. CONSULTANT Cost Proposal may be subject to a CPA ICR Audit Work Paper Review or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

1. During a Caltrans' review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31); GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines is received and approved by A&I. Accepted rates will be as follows:

- a. If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the proposed rate.

- b. If the proposed rate is between 150% and 200% - the accepted rate will be 85% of the proposed rate.

- c. If the proposed rate is greater than 200% - the accepted rate will be 75% of the proposed rate.

2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a

revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.

3. If CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and, (3) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) days after occurrence of the last of these items. This accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and CONSULTANT with the same fiscal period ICR.

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

ARTICLE X

Subcontracting:

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without prior written

authorization by COUNTY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.

- C. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- D. CONSULTANT shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).
- F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

- G. Prompt Payment of Withheld Funds to Subconsultants.

COUNTY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by COUNTY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. No retainage will be held by COUNTY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within fifteen (15) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with COUNTY's prior written approval. Any

violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

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

ARTICLE XI

Equipment Purchase and Other Capital Expenditures:

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, prior written authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures, and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of that equipment. Appraisals shall be obtained from an appraiser mutually agreeable to COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII

State Prevailing Wage Rates:

- A. No CONSULTANT or subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required

to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.
- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- F. Penalty
1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under

the Agreement by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.
4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The Agreement executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
 - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to,

retaining sufficient funds due the subconsultant for work performed on the public works project.

- d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.
- G. Hours of Labor
- Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.
- H. Employment of Apprentices
1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII

Conflict Of Interest:

- A. During the term of this Agreement, CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project that will follow.

CONSULTANT has acknowledged this interest of consultant and CONSULTANT has duly executed Exhibit D, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof.

- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law. COUNTY's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and COUNTY's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- D. CONSULTANT hereby certifies that CONSULTANT or subconsultant and any firm affiliated with CONSULTANT or subconsultant that bids on any

construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

- E. CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:
1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
 2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
 3. Any officer or employee of COUNTY that are involved in this Agreement.

If CONSULTANT becomes aware of a conflict of interest related to this Agreement, CONSULTANT shall promptly notify COUNTY of the existence of that conflict, and COUNTY may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE VI, Termination.

ARTICLE XVI

Non-Discrimination Clause and Statement of Compliance:

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code § 12990 and 2 CCR §11102.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 [a-f] et seq.) and the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of

the Fair Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- G. CONSULTANT with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

J. CONSULTANT agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*)
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended;
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

ARTICLE XVII

Debarment and Suspension Certification:

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
 3. Does not have a proposed debarment pending; and
 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

ARTICLE XXI

Ownership of Data:

- A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by COUNTY.
- B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire.

CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.

- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXIII

Changes to Agreement:

- A. This Agreement may be amended or modified only by mutual written agreement of the parties. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXIV

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further understood that this Agreement does not create an exclusive

relationship between COUNTY and CONSULTANT, and CONSULTANT may perform similar work or services for others. However, CONSULTANT shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with CONSULTANT's responsibilities or hinder CONSULTANT's performance of services hereunder, unless COUNTY's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XXVI

Independent Contractor: The parties intend that an independent consultant relationship will be created by this contract. CONSULTANT is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. CONSULTANT exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by CONSULTANT. Those persons will be entirely and exclusively under the direction, supervision, and control of CONSULTANT.

COUNTY may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but COUNTY will not control or direct the manner, means, methods, or sequence in which CONSULTANT performs the work or services for accomplishing the results. CONSULTANT understands and agrees that CONSULTANT lacks the authority to bind COUNTY or incur any obligations on behalf of COUNTY.

CONSULTANT, including any subconsultant or employees of CONSULTANT, shall not receive, nor be eligible for, any benefits COUNTY provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. CONSULTANT shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. COUNTY is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes CONSULTANT. CONSULTANT shall not be subject to the work schedules or vacation periods that apply to COUNTY employees.

CONSULTANT shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that CONSULTANT provides for its employees.

CONSULTANT acknowledges that it has no authority to bind the COUNTY or incur any obligations on behalf of the COUNTY with regard to any matter, and shall not make any agreements or representations on the COUNTY's behalf.

ARTICLE XXVIII

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:

With a copy to:

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

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

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

Attn.: Michele Weimer
Procurement and
Contracts Manager

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be in duplicate and addressed as follows:

SWCA, Incorporated which will do business in
California as SWCA Environmental Consultants
20 E Thomas Road, Suite 1700
Phoenix, Arizona 85012

Attn.: Joseph Fluder
Chief Executive Officer

or to such other location as the CONSULTANT directs.

ARTICLE XXX

Indemnity: To the fullest extent permitted by law, CONSULTANT shall defend at its own expense, indemnify, and hold the COUNTY harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of CONSULTANT or its officers, agents, or employees in rendering the services, operations, or performance hereunder,

except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONSULTANT to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXXII

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXVII

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

2 CFR Part 200, Subpart E, "Cost Principles. Special Considerations for States, Local Governments and Indian Tribes (formerly OMB Circular A-87)"

2 CFR Part Part 200, Subpart F "Audit Requirements" and the most recent compliance supplement

Copies of the OMB Circulars are available on the Internet at:

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

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

ARTICLE XXXVIII

Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 6355 Riverside Boulevard, Suite C, Sacramento, California 95831.

ARTICLE XLIV

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

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

ARTICLE XLV

Disadvantaged Business Enterprises (DBE) Participation:

- A. CONSULTANT, COUNTY, or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to

meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 C.F.R. § 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." CONSULTANTS who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this Agreement is 8%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the CONSULTANT Proposal DBE Commitment (Exhibit 10-O1) or in the CONSULTANT Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 C.F.R. § 26.5, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidating damages; and/or
- 4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains COUNTY's written consent. CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without the authorization from COUNTY. Unless COUNTY's consent is provided, CONSULTANT shall not be entitled to any payment for work or material used unless it is performed or supplied by listed DBE on the Exhibit 10-02 CONSULTANT Contract DBE Commitment form, included in the bid.

COUNTY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of the following justifications:

- 1) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2) COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
- 3) Work requires a CONSULTANT's license and listed DBE does not have a valid license under Contractors License Law.

- 4) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
- 5) Listed DBE's work is unsatisfactory and not in compliance with the contract.
- 6) Listed DBE is ineligible to work on the project because of suspension or debarment.
- 7) Listed DBE becomes bankrupt or insolvent.
- 8) Listed DBE voluntarily withdraws with written notice from the contract.
- 9) Listed DBE is ineligible to receive credit for the type of work required.
- 10) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
- 11) COUNTY determines other documented good cause.

CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provided the reasons and provide the DBE with five (5) days to respond to the notice and advise CONSULTANT and COUNTY of the reasons why the use of other forces or sources of materials should not occur.

CONSULTANT's request to use other forces or material sources must include:

- 1) One of more of the reasons listed in the preceding paragraph.
- 2) Notices from CONSULTANT to the DBE regarding the request.
- 3) Notices from the DBEs to CONSULTANT regarding the request.

If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

COUNTY shall request CONSULTANT to:

- 1) Notify COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
- 2) Provide this notification before starting the affected work
- 3) Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of their work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to COUNTY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Statue Change, Exhibit 17-O, form and submit the form to COUNTY within thirty (30) days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within ninety (90) days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

If COUNTY reports of DBE participation to Caltrans, the COUNTY must display both commitments and attainments.

- G. DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be

evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANTS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier subconsultants" CEM-2402F [Exhibit 17-F, of the Local Agency Procedures Manual], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier subconsultants" is submitted to COUNTY's Contract Administrator.

- L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.
- M. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime CONSULTANT shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- N. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. The following article is added to the Agreement.

ARTICLE LXI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

Except as herein amended, all other parts and sections of Agreement for Services #450-S1611, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services # 450-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- SYCAMORE ENVIRONMENTAL CONSULTANTS, INC. --

By: *R. John Little*
R. John Little (Sep 2, 2021 16:18 PDT)

Dated: 09/02/2021

John Little
Chief Executive Officer
"CONSULTANT"

By: *Cynthia L. Little*
CYNTHIA LITTLE (Sep 2, 2021 16:40 PDT)

Dated: 09/02/2021

Cynthia L. Little
Corporate Secretary

-- SWCA, INCORPORATED WHICH WILL DO BUSINESS
IN CALIFORNIA AS
SWCA ENVIRONMENTAL CONSULTANTS --

By: Joseph J Fluder III
Joseph J Fluder III (Sep 3, 2021 08:40 CDT)
Joseph Fluder
Chief Executive Officer
"CONSULTANT"

Dated: 09/03/2021

By: Denis Henry
Denis Henry
Corporate Secretary

Dated: 09/03/2021

SWCA, Incorporated which will do business in California as SWCA Environmental Consultants

Amended Exhibit A

Amended Scope of Work

In accordance with Agreement for Services #450-S1611 between COUNTY and CONSULTANT, CONSULTANT shall complete the work described below.

AGREEMENT OVERVIEW:

CONSULTANT shall complete the Items of Work detailed in the Scope of Work described below in accordance with the terms and conditions, including the reporting and deliverable requirements, of the Agreement. CONSULTANT shall provide services as described in the Scope of Work to assist COUNTY in acquiring the following authorizations for the Project from the referenced agencies:

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

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

CONSULTANT's authorized subconsultants for assistance with various Items of Work specified herein are Tremaine and Associates, Inc., Mead and Hunt, Inc., and Bollard Acoustical Consultants, Inc.

If changes in the Scope of Work of this Agreement are necessary, an amendment is required and shall be executed by COUNTY and CONSULTANT.

PROJECT BACKGROUND AND ASSUMPTIONS:

COUNTY is proposing to replace Green Valley Road Bridge (25C0040) at Indian Creek and Green Valley Road Bridge (25C0041) at Mound Springs Creek using Highway Bridge Program (HBP) funds. Due to their proximity, the bridge replacements and road improvements are

considered to be a single safety project with a separate federal funding authorization for each bridge. Based on the most recent Caltrans Bridge Inspection Reports, both bridges have a sufficiency rating of 68.1 and are classified by Caltrans as Functionally Obsolete.

Both bridges are located about four (4) miles west of Placerville, approximately one and a half (1.5) miles north of Highway 50. The Indian Creek Bridge is located just east of the intersection of Green Valley and Stagecoach Roads. The Mound Springs Bridge is located approximately one-fifth (0.2) miles east of the Indian Creek Bridge. Mortara Circle is approximately 250 feet east of the bridge. Typically, the HBP program will include up to 400-ft of road approach work within Project limits. Due to the close proximity of the bridges and to enhance safety, the COUNTY proposes to improve the road between the two (2) bridges. From the Indian Creek Bridge, the road approaches shall be improved approximately 500 feet south and 600 feet north of the bridge abutments. From the Mound Springs Bridge, the road approaches shall be improved for approximately 500 to 600 feet on each side of the bridge.

The Green Valley Road at Indian Creek portion of the Project proposes to remove and replace the existing 21-foot long, 26-foot wide, two (2) lane bridge, built in 1935. The new bridge shall have a clear width of 43-feet to carry two (2) 11-foot wide travel lanes, one (1) 11-foot wide continuous left turn median, striping, and 3-foot shoulders. The proposed 38-foot long structure shall be designed to improve safety and comply with current American Association of State Highway and Transportation Officials (AASHTO) guidelines. This span may be increased to approximately 42-feet depending on site constraints and if a con-span used. The Project may also include some lane reconfiguration, repaving, and re-striping at the Stagecoach Road intersection. COUNTY plans to widen the roadway approach from 23-feet to approximately 45-feet. The roadway shall have the same lane and striping configuration as the bridge, the difference being 4-foot wide gravel shoulders instead of the 3-foot wide paved shoulders on the bridge. Minor bridge or roadway realignment is anticipated. The Project shall involve work in the creek channel during removal/installation of bridge footings and abutments. The Project may require utility relocation as well as right-of-way acquisition from adjacent privately owned parcels.

The Green Valley Road Bridge over Mound Springs Project proposes to remove and replace the existing two (2) lane bridge built in 1935, and widen the bridge roadway approaches. The existing bridge is 22.3-feet wide and 30-feet long with a reinforced concrete slab/rail with girders. The new bridge shall have the same lane and striping configuration as the new Indian Creek Bridge. The new bridge structure type has not yet been determined. The foundation of the new bridge may consist of piles or spread footings, which shall be determined once a geotechnical study is completed. It is anticipated that the excavation for the abutments may not exceed 20-feet (approximate) below the existing ground surface. The new road approach shall have the same lane and striping configuration as the Indian Creek Bridge approaches and minor bridge/roadway re-alignment is anticipated. The Project may require utility relocation and some right-of-way acquisition shall be required from adjacent privately-owned parcels. The Project construction shall adopt staged construction to maintain at least one (1) controlled 10-foot wide traffic lane throughout construction. Construction is anticipated to begin in July 2020.

The Project is funded through the Federal HBP under the "88.53% Funded Program" which is administered by the State of California through Caltrans under a Master Agreement with the COUNTY. Compliance is required with NEPA's National Historic Preservation Act (NHPA), and the Federal Endangered Species Act (FESA) prior to the release of HBP funds. The Federal Highways Administration (FHWA) has delegated to Caltrans certain administrative responsibilities for the HBP program including NEPA findings and the authority to request

concurrence from the US Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) when a project may affect federal-listed species as part of FESA process.

The Caltrans Local Assistance Program Manual (LAPM) describes the environmental procedures needed for local agencies to apply for federal funds and for compliance with NEPA. The Caltrans Standard Environmental Reference (SER) Environmental Handbook provides information and guidance appropriate to all transportation projects developed under the auspices of Caltrans, and to all local agency highway or local streets and roads projects with funding or approvals by FHWA and Caltrans. The Project scope addresses the requirements of the LAPM Chapter 6 Environmental Procedures from Project initiation, the preparation of technical studies, through environmental documentation, and permitting.

In 2013, CONSULTANT conducted botanical surveys and assisted COUNTY with preparation of a Preliminary Environment Study (PES) for each bridge under COUNTY Work Order 12-53525-03. The Caltrans field visit took place during the spring of 2013 and the PES Forms were signed by Caltrans on July 9, 2013. Caltrans anticipates that the completion of technical studies will support findings that the Project qualifies for a NEPA Categorical Exclusion (CE). As the lead local agency, COUNTY is responsible for compliance with CEQA. CONSULTANT anticipates preparing and circulating an Initial Study/Mitigated Negative Declaration (ISMND) for the Project. In the event an Environmental Impact Report (EIR) is determined to be the appropriate level of documentation, a Supplemental Task is included in this Scope of Work to proceed with an EIR without the need for a contract amendment. COUNTY's CA will issue a separate written Task Order and/or Work Order for all Supplemental Tasks identified herein and in accordance with ARTICLE I, Scope of Services, of the Agreement.

In 2013, COUNTY initially considered a 40-foot wide road typical, with two (2) 12-foot wide lanes and 8-foot wide shoulders. Since then, COUNTY determined that a continuous left-turn median through the Project limits would better address safety concerns. CONSULTANT shall coordinate with Caltrans and COUNTY to update the PES Project description utilizing the Environmental Project Management task. Additional field review is not anticipated to be necessary. CONSULTANT anticipates a single document for each of the technical studies that describe the resources and impacts of each bridge separately shall be sufficient for the Project.

SCHEDULE AND DELIVERABLES:

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

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

Draft deliverables shall be submitted in electronic MS Word format to COUNTY's CA unless otherwise stated. Final deliverables shall be submitted in PDF format to COUNTY's CA unless otherwise stated. The budgeted costs include up to one (1) round of review by COUNTY and one (1) round of review by Caltrans (if applicable) for all deliverables unless otherwise stated. CONSULTANT shall work closely with COUNTY and Caltrans throughout the Project.

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

SCOPE OF WORK:

Item of Work A – Project Management, Meetings, and Coordination (WBS-P510P)

CONSULTANT shall coordinate as requested with COUNTY to obtain or exchange data, develop design alternatives, and discuss scheduling implications of environmental regulations. Coordination shall be on an as-needed basis, as requested by COUNTY, to provide environmental support for the Project, including coordination with Caltrans to update the Project Description in the PES. CONSULTANT shall prepare draft and final monthly Progress Reports indicating portions of Items of Work completed and upcoming Items of Work scheduled to assist COUNTY with monitoring the Project's progress.

Activities:

- Attend up to five (5) meetings with COUNTY staff at COUNTY's request.
- Attend one (1) hour long teleconference with COUNTY and COUNTY's engineering consultant once a month for the duration of the Project.
- Coordinate with COUNTY and Caltrans staff to update the PES Project Description.
- Prepare draft monthly Progress Reports and submit to COUNTY for review and comment.
- Prepare final monthly Progress Reports, incorporating COUNTY's comments and submit to COUNTY.
- Attend one (1) Public Meeting in addition to COUNTY staff meetings.
- Attend one (1) COUNTY Board of Supervisors (Board) Meeting in addition to COUNTY staff meetings.

Deliverables:

- Revised PES Project Description.
- Draft and final monthly Progress Reports.

Schedule:

- Revised PES Project Description shall be submitted to Caltrans within one (1) week after receiving the fully-executed Agreement from COUNTY.
- Draft and final monthly Progress Reports shall be submitted to COUNTY monthly for the duration of the Project.

Item of Work B – Area of Potential Effects Map (WBS-P510P)

CONSULTANT shall prepare draft and final versions of the Archaeological Area of Potential Effects (APE) map for approval by Caltrans pursuant to Attachment 3 of the *2014 Programmatic Agreement*. The AutoCAD Project Boundary, previously completed, shall form the basis for the Archaeological APE map.

Activities:

- Based on the Project layout maps previously created for the PES, coordinate with engineering team and COUNTY to determine an appropriate Archaeological APE.
- Prepare Draft Archaeological APE map and submit to COUNTY for review and comment.
- Prepare Final Draft Archaeological APE map incorporating COUNTY's comments and submit to Caltrans for review and comment with a copy to COUNTY.

- Prepare Final Archaeological APE map incorporating Caltrans' comments and submit to Caltrans for signature.

Deliverables:

- Draft, Final Draft, and Final Archeological APE map.

Schedule:

- Draft, Final Draft, and Final Archeological APE map shall be submitted to Caltrans and COUNTY within two (2) weeks after receiving the fully-executed Agreement from COUNTY.

Item of Work C – Natural Environment Study Report (WBS-P510P)

CONSULTANT shall prepare one (1) Natural Environmental Study (NES) Report covering both bridges. Results for each bridge shall be distinguished within the NES Report, as appropriate. The NES Report shall describe the existing biological environment and how the Project affects that environment and provide the technical background and site-specific data concerning plants, animals, and natural communities occurring in the Project study area. The NES Report shall be prepared in accordance with Chapter 2 of the Caltrans SER Environmental Handbook Volume 3, which provides the methods, procedures, and standards for an NES report. The NES shall include a conceptual Revegetation Plan. CONSULTANT shall prepare and submit draft and final versions of the NES Report to Caltrans for final approval, with copies to COUNTY.

As requested by Caltrans on the PES, and to support the NEPA and CEQA environmental document, water quality resources and invasive plants shall be discussed in the NES.

Activities:

- Identify and scope Project issues.
- Coordinate with COUNTY to develop the final study limits.
- Conduct field survey (a botanical survey was conducted in May 2013).
- Map plant communities and sensitive resource features.
- Discussion of water quality, including discussion of the RWQCB Basin Plan, the Beneficial Uses of water, Total Maximum Daily Loads (TMDLs) for pollutants, and suggested Best Management Practices (BMPs).
- Discussion of invasive plants identified in the Project area.
- Evaluate potential Project impacts.
- Prepare AutoCAD map of biological resources using COUNTY's Project engineer's basemap.
- Prepare avoidance, minimization, and mitigation measures as needed.
- Prepare a re-vegetation plan and contract specifications for required mitigation including any required maintenance and monitoring plan.
- Prepare Draft NES Report and submit to COUNTY for review and comment.
- Prepare Final Draft NES Report incorporating COUNTY's comments and submit to Caltrans and COUNTY. Two (2) rounds of review and edits are anticipated.
- Prepare Final NES Report incorporating Caltrans' comments and submit Final NES Report to Caltrans for approval, with a copy to COUNTY.

Deliverables:

- Draft and Final Draft NES Report.
- Final NES Report, including five (5) hard copies (four [4] bound and one [1] unbound).

Schedule:

- Draft NES Report shall be submitted to Caltrans and COUNTY within eight (8) weeks after receiving the fully-executed Agreement and receipt of 35% PS&E from COUNTY.
- Final NES Report shall be submitted to Caltrans and COUNTY within two (2) weeks after receipt of Caltrans' and COUNTY's comments.

Item of Work D – Wetlands Study (WBS-P510P)

CONSULTANT shall conduct assessments and prepare draft and final versions of a Wetlands Study of the combined study areas of the two (2) bridges in accordance with the SER. Chapter 3 of the SER Environmental Handbook Volume 3 provides the methods, procedures, and standards for a Wetlands Study. The Wetlands Study shall include a formal jurisdictional delineation of wetlands and waters of the United States (U.S.) conducted in accordance with the 1987 Corps Wetland Delineation Manual, Regulatory Guidance Letters, appropriate Regional Supplements, and the Sacramento District minimum standards. The Wetlands Study is necessary for permit applications and shall be provided as a separate bound document concurrent with the NES Report.

Activities:

- Delineate wetlands and waters of the U.S. in the Project area.
- Prepare Draft Wetlands Study and submit to COUNTY for review.
- Prepare Final Draft Wetlands Study incorporating COUNTY's comments and submit to the Corps, requesting a preliminary jurisdictional determination.
- Attend field verification with Corps and revise delineation map as necessary.
- Submit Final Wetlands Study to Caltrans, Corps and COUNTY, including verified delineation maps.

Deliverables:

- Draft and Final Draft Wetlands Study.
- Final Wetlands Study, including five (5) hard copies (four [4] bound and one [1] unbound).

Schedule:

- Draft and Final Draft Wetlands Study shall be submitted to Corps and COUNTY concurrently with the Draft and Final Draft NES Report.
- Final Wetlands Study shall be submitted to Caltrans, Corps, and COUNTY concurrently with the Final NES Report.

Item of Work E – California Red-Legged Frog Site Assessment Report (WBS-P510P)

CONSULTANT shall facilitate resource agency permit related coordination with the USFWS to document Federal Endangered Species Act compliance. The Project is located in the range of the California red-legged frog (CRLF), a federally-listed threatened species. CONSULTANT shall conduct a site assessment for the CRLF in accordance with the USFWS August 2005 guidelines (*Revised Guidance on Site Assessment and Field Surveys for California red-legged frog*). CONSULTANT shall use the results of the site assessment to prepare draft and final versions of the CRLF Site Assessment Report to submit to the USFWS for assistance in Section 7 consultation and to determine if field surveys are necessary.

Activities:

- Conduct field work for CRLF site assessment.
- Prepare Draft CRLF Site Assessment Report and submit to USFWS, Caltrans, and COUNTY for review and comment.
- Prepare Final CRLF Site Assessment Report, incorporating comments from USFWS, Caltrans, and COUNTY.
- Submit Final CRLF Site Assessment Report to Caltrans and COUNTY.

Deliverables:

- Draft CRLF Site Assessment Report.
- Final CRLF Site Assessment Report, including five (5) copies (four [4] bound and one [1] unbound).

Schedule:

- Draft CRLF Site Assessment Report shall be submitted within four (4) weeks after receiving the fully-executed Agreement from COUNTY.
- Final CRLF Site Assessment Report shall be submitted to COUNTY and Caltrans within two (2) weeks after receipt of Caltrans' and COUNTY's comments.

Item of Work F – Biological Assessment (WBS-P510P)

The document used for FESA consultation is a Biological Assessment (BA), a document similar to the NES but focused solely on federal listed and proposed species and critical habitats. The BA shall focus on the CRLF and other federally listed species or critical habitats. Chapter 14 of the SER Environmental Handbook Volume 1 and Chapter 4, Volume 3 provides the methods, procedures, and standards for a BA. CONSULTANT shall prepare the draft and final versions of the BA using the current Caltrans format. It is estimated that a formal FESA consultation could take four (4) to twelve (12) months to complete and an informal FESA consultation could be completed within one (1) to two (2) months.

Activities:

- Coordinate as necessary with USFWS to incorporate comments from the CRLF Site Assessment Report into the BA.
- Prepare Draft BA and Mitigation and Monitoring Plan (MMRP) and submit to COUNTY for review and comment.
- Prepare Final Draft BA incorporating COUNTY's comments and submit to COUNTY and Caltrans.
- Prepare Final BA, incorporating any Caltrans comments, and submit to Caltrans for submittal to USFWS. Caltrans to initiate formal or informal section 7 Endangered Species Act consultation based on the Final BA.

Deliverables:

- Draft and Final Draft BA.
- MMRP.
- Final BA, including five (5) hard copies (four [4] bound and one [1] unbound) each for COUNTY and Caltrans.

Schedule:

- Draft and Final Draft BA and MMRP shall be submitted to COUNTY within four (4) weeks after receiving comments from USFWS on the CRLF Site Assessment, NES Report, and receipt of 35% PS&E from COUNTY.

- Final BA shall be submitted to COUNTY and Caltrans within two (2) weeks after receipt of Caltrans' and COUNTY's comments.

Item of Work G – Archeological Survey Report and Historic Property Survey Report (WBS-P510P)

CONSULTANT shall conduct field surveys and prepare draft and final versions of the Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) to address requirements of Section 106 of the NHPA, NEPA, CEQA, and the Caltrans First Amended Programmatic Agreement (2013). The ASR and HPSR shall detail survey and research methods, background history, and findings and conclusions regarding the field surveys in accordance with the Caltrans reporting standards and Assembly Bill 52 (AB52).

Activities:

- Conduct a record search at the North Central Information Center (NCIC).
- Review historic maps and aerials, as well as soils and geology maps.
- Consult with Native Americans and Historical Organizations in accordance with Section 106 and AB52.
- Conduct a cultural resources survey using the Caltrans approved area-of-potential effects.
- Sites and isolates shall be recorded on Department of Parks and Recreation (DPR) 523 Primary Record forms, photographed, and position data gathered with a hand-held GPS unit. The budget assumes the identification of up to two (2) cultural resources during the survey.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare Draft ASR and Draft HPSR for COUNTY review and comment.
- Prepare Final ASR and Final HPSR, incorporating COUNTY's comments and submit to COUNTY and Caltrans.

Deliverables:

- Draft ASR and Draft HPSR.
- Final ASR and Final HPSR, including five (5) hard copies (four [4] bound and one [1] unbound).

Schedule:

- Draft ASR and Draft HPSR shall be submitted to COUNTY within nine (9) weeks after receiving the fully-executed Agreement and receipt of 35% PS&E from COUNTY.
- Final ASR and Final HPSR shall be submitted to COUNTY and Caltrans within two (2) weeks after receipt of COUNTY's comments.

Item of Work H – Historical Resources Evaluation Report (WBS-P510P)

CONSULTANT shall prepare an Architectural APE Map for properties in the built environment as well as a Historical Resources Evaluation Report (HRER) for the Project. The HRER shall address the historic context for the built environment within the APE Map limits. The HRER shall comply with Section 106 NHPA and the Caltrans' Programmatic Agreement with the California State Historic Preservation Officer (SHPO). This task assumes one (1) in-person meeting between CONSULTANT and Caltrans and/or the COUNTY. Additional meetings with CONSULTANT shall be conducted via teleconference.

Bridges 25C0040 and 25C0041 are not eligible for the National Register of Historic Places (NRHP). COUNTY requires documentation that they are not eligible for the California Register

of Historical Resources (CRHR) for the purposes of CEQA compliance. The presence and historical status of segments of the Old Coloma Road and the historical status of Assessor's Parcel Number (APN) 317-25-030 are unknown at this time. CONSULTANT shall prepare a letter addressing CRHR-only determinations that are not necessarily addressed in the HRER, which is prepared for Federal Section 106 Compliance. The CRHR Determination Letter shall summarize the evaluation results for the bridges, the road segments and APN 317-25-030 for the CRHR and shall support CEQA specific impact analyses for the CRHR resources, if any are present. CONSULTANT shall provide the Draft CEQA analysis.

Activities:

- Contact the local historical society and the local unit of government for information related to cultural resources within the APE.
- Conduct a site visit to photograph the segment of the Old Coloma Road for both bridges and APN 317-35-030.
- Prepare CRHR Determination Letter and submit to COUNTY.
- Complete DPR 523 forms for inclusion in the HRER.
- Compile the HRER following the standards and requirements provided in the SER.
- Prepare Draft HRER and submit to COUNTY for review and comment.
- Prepare Final Draft HRER, incorporating COUNTY's comments and submit to COUNTY for submittal to Caltrans.
- Prepare Final HRER, incorporating Caltrans' comments and submit to Caltrans and COUNTY.

Deliverables:

- CRHR Determination Letter.
- Draft and Final Draft HRER.
- Final HRER, including five (5) hard copies (four [4] bound and one [1] unbound) each for COUNTY and Caltrans.

Schedule:

- CRHR Determination Letter and Draft HRER shall be submitted within nine (9) weeks after receiving the fully-executed Agreement and receipt of 35% PS&E from COUNTY, and receipt of signed Architectural APE Map.
- Final HRER shall be submitted to COUNTY and Caltrans within two (2) weeks after receipt of Caltrans' comments.

Item of Work I – Visual Resources Technical Memorandum (WBS-P510P)

CONSULTANT shall prepare draft and final versions of the Visual Resources Technical Memorandum to evaluate the Project's potential to result in adverse impacts to existing visual resources and visual character in the Project area. CONSULTANT shall prepare the Visual Resources Technical Memorandum in accordance with FHWA, Caltrans and Caltrans Local Assistance Guidelines. It is anticipated that the Visual Resources Technical Memorandum would identify that an Abbreviated Visual Impact Assessment (VIA), which is prepared by a Landscape Architect, is required. CONSULTANT shall prepare a VIA checklist to identify the specific needs of the VIA.

Activities:

- Prepare Draft VIA Checklist and Draft Visual Resources Technical Memorandum and submit to COUNTY for review and comment.

- Prepare Final Draft VIA Checklist and Final Draft Visual Resources Technical Memorandum, incorporating COUNTY's comments and submit to COUNTY for submittal to Caltrans.
- Prepare Final VIA Checklist and Visual Resources Technical Memorandum, incorporating Caltrans' comments and submit to Caltrans and COUNTY.

Deliverables:

- Draft and Final Draft VIA Checklist.
- Draft and Final Draft Visual Resources Technical Memorandum.
- Final VIA Checklist and Final Visual Resources Technical Memorandum.

Schedule:

- Draft and Final Draft VIA Checklist and Visual Resources Technical Memorandum shall be submitted concurrently with CEQA ISMND completed in Item of Work J below.
- Final VIA Checklist & Final Visual Resources Technical Memorandum shall be submitted within two (2) weeks after receipt of Caltrans' and COUNTY's comments.

Item of Work J – NEPA CE and CEQA ISMND (WBS-P510P)

Caltrans will be responsible for preparing its NEPA document, which is expected to be a NEPA CE. CONSULTANT shall coordinate with Caltrans for NEPA CE documentation, including wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable.

The technical studies and agency coordination that satisfy NEPA also support CEQA. It is anticipated that an ISMND under this work plan will be sufficient CEQA documentation for the Project. If it is determined that an EIR is the appropriate documentation, the EIR Supplemental Task shall be utilized through a Task Order or Work Order issued by COUNTY's CA. Upon determination of the appropriate CEQA document, CONSULTANT shall prepare an Administrative Draft ISMND for COUNTY review and comment, incorporate COUNTY's comments, and prepare the Public Review Draft ISMND. Upon completion of the public review period, CONSULTANT shall prepare responses to any public comments received and prepare the Draft Mitigation and Monitoring Program (MMRP) for COUNTY's review and comment. CONSULTANT shall prepare the Final ISMND and Final MMRP using COUNTY's format. Once the Final ISMND is approved by COUNTY, CONSULTANT shall prepare draft and final versions of the Notice of Intent to Adopt (NOI). This task includes the printing, circulating and mailing the ISMND and shall be considered complete when COUNTY's Board adopts the CEQA ISMND document.

Activities:

- Determine Project impacts and evaluate impact significance based on COUNTY's standards of significance using the technical studies conducted in the Items of Work above.
- Describe mitigation measures to reduce the significance of impacts.
- Make a CEQA document recommendation to COUNTY – anticipated to be an ISMND.
- Prepare Draft NOI and submit to COUNTY for review and comment.
- Prepare Final NOI, incorporating COUNTY's comments and submit to COUNTY to post with COUNTY's Recorder Clerk's Office and publish in a newspaper of record.
- Prepare Administrative Draft ISMND and Draft MMRP and submit to COUNTY for review and comment.

- Prepare Public Review Draft ISMND, incorporating COUNTY's comments and submit to COUNTY for distribution to public and State Clearinghouse.
- Prepare Draft Responses to comments received on the Public Review Draft ISMND and submit to COUNTY for review and comment.
- Prepare Final Responses to comments received on the Public Review Draft ISMND and submit to COUNTY.
- Prepare Final ISMND, incorporating COUNTY's comments and submit to COUNTY.
- Prepare Final MMRP, incorporating COUNTY's comments and submit to COUNTY.

Deliverables:

- Administrative Draft ISMND and Draft NOI.
- Public Review Draft ISMND, including five (5) hard copies (four [4] bound and one [1] unbound) for public circulation.
- Final ISMND with response to comments.
- Draft and Final NOI.
- Draft and Final MMRP.
- Draft and Final Responses to public comments received for use in COUNTY's Staff Report (letter or email).

Schedule:

- Administrative Draft ISMND shall be submitted to COUNTY within six (6) weeks after the Final NES, BA, Cultural Reports, and Technical Studies have been approved by Caltrans.
- Public Review Draft ISMND shall be submitted to COUNTY within two (2) weeks after receipt of COUNTY's comments on the Draft ISMND.
- Final ISMND, with responses to public comments received, shall be submitted to COUNTY within two (2) weeks after completion of public review period.
- Draft and Final NOI shall be submitted to COUNTY within one (1) week after completion of Final ISMND.
- Draft and Final MMRP shall be submitted to COUNTY concurrent with the Final ISMND.
- Draft and Final Responses to public comments received shall be submitted to COUNTY within two (2) weeks after public circulation of the Draft ISMND.

Item of Work K – Permit Applications (WBS-P510P)

The environmental permit applications are prepared after the CEQA and NEPA documents are approved. CONSULTANT shall review the draft applications (after COUNTY prepares them) for a Section 404 Nationwide Permit (NWP) from the Corps, a Section 401 Water Quality Certification (WQ Cert) from the RWQCB, and a 1602 Streambed Alteration Agreement (SAA) from CDFW. Conceptual mitigation included in the NES, BA, and CEQA Environmental Document shall support the permit applications. COUNTY shall coordinate as necessary with the applicable agencies to obtain the permits and provide application fees. CONSULTANT shall also provide any field surveys or oversight needed to obtain the permits and to implement the permits as needed for early utility relocation work prior to construction. This task shall be considered complete once the environmental permits are obtained and the final engineering documents (plans and specifications) that include the environmental requirements are complete for bid.

CONSULTANT shall prepare draft and final versions of the Environmental Commitments Record (ECR) for the biological and cultural phases of the Project and respond to COUNTY and/or Contractor questions about the ECR. The ECR for the Project shall contain avoidance,

minimization, and mitigation requirements from the Final CEQA and Final NEPA documents and permits.

COUNTY will be responsible for preparing the contract bid documents. CONSULTANT shall coordinate with COUNTY and prepare draft and final versions of a Memorandum of Concurrence of the bid documents to verify that environmental and regulatory conditions have been addressed in the contract bid package.

Activities:

- Review Section 404 NWP, Section 401 WQ Cert, and 1602 SAA draft permit applications and if needed and directed by COUNTY, coordinate with the appropriate regulatory agency (Corps, RWQCB, CDFW). COUNTY shall prepare and submit final applications to appropriate regulatory agency (Corps, RWQCB, CDFW).
- Perform any necessary field surveys and oversight needed for permit applications and implementation during early utility relocation work, prior to project construction.
- Review COUNTY's PS&E package and bid documents relative to requirements set forth in the necessary permits.
- Prepare Draft Memorandum of Concurrence of the bid documents with environmental and regulatory compliance. Submit to COUNTY for review and incorporate comments. Prepare final Memo of Concurrence of bid package with environmental and regulatory compliance. Submit to COUNTY.
- Prepare Draft ECR and submit to COUNTY for review and comment.
- Prepare Final ECR, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Review comments for Draft Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications.
- Any necessary field or oversight documentation associated with necessary field surveys or permit implementation during early utility relocation work.
- Draft and Final Memorandum of Concurrence.
- Draft and Final ECR.

Schedule:

- Review comments for draft Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications shall be submitted to COUNTY within two (2) weeks after receiving the Draft applications from COUNTY is obtained.
- Field surveys or oversight of permit implementation shall be performed as needed and agreed upon by COUNTY personnel.
- Draft and Final Memorandum of Concurrence shall be submitted to COUNTY within two (2) weeks after receipt of 95% PS&E from COUNTY.
- Draft ECR shall be submitted to COUNTY within four (4) weeks after receipt of permits.
- Final ECR shall be submitted to COUNTY within two (2) weeks after receipt of COUNTY's comments.

SUPPLEMENTAL TASKS

COUNTY may require CONSULTANT to perform the following Supplemental Tasks. If services are required for the Supplemental Tasks, COUNTY shall issue separate Task Orders and/or Works Order for CONSULTANT to perform such tasks. The schedules described for the Supplemental Tasks shall be reviewed and revised concurrent with the request for authorization to complete the Supplemental Tasks. COUNTY may require CONSULTANT to submit a revised

and detailed scope of work for Supplemental Tasks prior to issuing Task Orders and/or Work Orders for the work to be performed.

Supplemental Item of Work L – Extended Phase Investigation (WBS-P510P)

If the likelihood of potential buried resources is considered high, Caltrans may require an Extended Phase Investigation (XPI). CONSULTANT shall prepare draft and final versions of an XPI Work Plan for COUNTY and Caltrans approval prior to conducting an XPI and hand excavations to test for the presence of prehistoric deposits. Following the field investigations, CONSULTANT shall prepare draft and final versions of an XPI Findings Reports summarizing the results of the XPI studies. For the purpose of budgeting, this task does not include artifact collection.

Activities:

- Attend one (1) conference call or meeting with COUNTY to discuss survey findings and strategy for fieldwork.
- Coordinate Native American monitoring at Project site.
- Conduct hand excavation for presence or absence of buried cultural resource.
- Prepare Draft XPI Work Plan and Draft XPI Findings Reports and submit to COUNTY and Caltrans for review and comment.
- Prepare Final XPI Work Plan and Final XPI Findings Report, incorporating COUNTY's and Caltrans comments, and submit to COUNTY and Caltrans.

Deliverables:

- Draft and Final XPI Work Plan.
- Draft and Final XPI Findings Report.

Schedule:

- Draft and Final XPI Work Plan shall be submitted to COUNTY and Caltrans for review and comment within six (6) weeks of receipt of the Task Order or Work Order.
- Draft and Final XPI Findings Report shall be submitted to COUNTY and Caltrans within three (3) weeks after completion of the field investigation.

Supplemental Item of Work M – Noise Technical Memorandum and Screening Analysis (WBS-P510P)

CONSULTANT shall prepare a Noise Technical Memorandum to identify the locations of the nearest noise sensitive land uses and conduct an assessment of pre-Project versus post-Project traffic noise screening at the identified representative critical receivers. CONSULTANT shall prepare a Screening Procedure Checklist using the methodology described in Section 4.5 of the Caltrans Technical Noise Supplement (TeNS) to compute changes in equivalent lane distances which would result from the Project construction.

Activities:

- Complete a Screening Procedure Checklist in accordance with Section 4.5 of the TeNS
- Quantify construction noise levels at all the existing receivers in the project vicinity using Caltrans Roadway Construction Noise Model (RCNM)
- Mitigation measures shall be considered for all identified sensitive receptors, as needed, for which the predicted construction noise levels approach or exceed COUNTY and/or FHWA noise standards
- Prepare Draft Noise Technical Memorandum describing results. Submit to COUNTY.

- Incorporate comments and prepare Final Draft Noise Technical Memorandum for COUNTY submittal to Caltrans.
- Incorporate Caltrans comments and prepare Final Noise Technical Memorandum for COUNTY submittal to Caltrans.

Deliverables:

- Screening Procedure Checklist
- Draft Noise Technical Memorandum and Screening Analysis.
- Final Noise Technical Memorandum and Screening Analysis.

Schedule:

- Screening Procedure Checklist, Draft Noise Technical Memorandum, and Screening Analysis shall be submitted to COUNTY and Caltrans for review and comment within six (6) weeks of receipt of the Task Order or Work Order.
- Final Noise Technical Memorandum and Screening Analysis shall be submitted to COUNTY and Caltrans within two (2) weeks after receipt of COUNTY's and Caltrans' comments.

Supplemental Item of Work N – Noise Study Report (WBS-P510P)

CONSULTANT shall prepare draft and final versions of the Noise Study Report (NSR) to identify the noise level standards contained within COUNTY's General Plan Noise Element, applicable Caltrans Protocol, and any other germane city, state or federal noise standards. CONSULTANT shall prepare the NSR using the FHWA Traffic Noise Model (TNM) and shall include the assessment of the following three (3) scenarios: existing conditions, future no-Project conditions, and future Post-Project conditions.

Activities:

- Quantify existing traffic noise levels from data collected for the Screening Analysis.
- No-Project and post-Project traffic noise levels shall be quantified at all the existing receivers in the Project vicinity.
- Complete assessment using the calibrated FHWA Traffic Noise Model (TNM) with traffic input data provided by COUNTY's transportation consultant.
- Specific recommendations for noise control at impacted receiver locations in the project vicinity shall be provided.
- Prepare Draft NSR describing results and submit to COUNTY for review and comment.
- Prepare Final Draft NSR, incorporating COUNTY's comments and submit to COUNTY for submittal to Caltrans.
- Prepare Final NSR, incorporating Caltrans' comments and submit to COUNTY for submittal to Caltrans.

Deliverables:

- Draft and Final Draft NSR.
- Final NSR.

Schedule:

- Draft NSR shall be submitted to COUNTY and Caltrans review and comment within eight (8) weeks of receipt of the Task Order or Work Order.
- Final Draft and Final NSR shall be submitted to COUNTY and Caltrans within three (3) weeks after receipt of COUNTY's and Caltrans' comments.

Supplemental Item of Work O – CEQA Environmental Impact Report (WBS-P510P)

COUNTY may determine that the appropriate CEQA documentation for this Project is an Environmental Impact Report (EIR). If requested by COUNTY, CONSULTANT shall prepare the EIR for the Project. The EIR shall follow COUNTY's preferred format and shall consist of the following sub-components:

- **Notice of Preparation:** CONSULTANT shall prepare the Notice of Preparation (NOP) using COUNTY's preferred format in accordance with Section 15082 of the CEQA guidelines. The NOP shall be posted with COUNTY's Recorder Clerk's Office and State Clearinghouse (SCH).
- **Notice of Completion:** CONSULTANT shall prepare the Notice of Completion (NOC) to accompany the NOP.
- **Public Scoping Meeting:** CONSULTANT shall be available to attend and present at one (1) public scoping meeting with COUNTY. CONSULTANT shall document any comments received and prepare a written summary of the comments.
- **Administrative Draft CEQA EIR:** CONSULTANT shall prepare an Administrative Draft CEQA EIR that incorporates the purpose and need, Project description, technical studies, and shall address all CEQA checklist resources categories. The EIR shall determine if the Project shall have any significant impacts on the environment under state standards, identify potential mitigation measures for such impacts, and determine if the mitigation measures reduce all impacts below a level of significance. The Administrative Draft CEQA EIR shall include a locally-preferred alternative that shall be circulated to the public. After public circulation, a preferred alternative shall be selected by COUNTY and CONSULTANT shall prepare the Draft CEQA EIR. Selection of the preferred alternative shall be based in part on public comment in the record.
- **Notice of Availability and NOC of the Draft CEQA EIR & Public Hearing:** Following COUNTY's approval of the Draft CEQA EIR, CONSULTANT shall prepare the Draft CEQA EIR for circulation and public review for a period of thirty (30) days. CONSULTANT shall coordinate the preparation of the distribution list with COUNTY.

Pursuant to CEQA requirements, CONSULTANT shall prepare a Notice of Availability (NOA) and NOC for the Draft CEQA EIR pursuant to CEQA requirements. The NOA, NOC, Draft CEQA EIR, and technical studies, shall be made available at COUNTY offices, the Public Library, and electronically during the public review period. The Draft CEQA EIR shall also be distributed to other reviewing government agencies through the SCH. During the public review period, COUNTY shall hold a Public Hearing to solicit comments about the Project. CONSULTANT shall attend this hearing to answer any questions regarding the Project, any potential environmental impacts, as well as the environmental schedule. All comments at this hearing shall be recorded for inclusion in the Final CEQA EIR.

- **Responses to Comments:** At the close of public review period, CONSULTANT shall meet with COUNTY, and other Project Development Team (PDT) members as needed, to review comments received on the Draft CEQA EIR and discuss potential responses. CONSULTANT shall then prepare a draft response to comments and submit to

COUNTY for review and comment. The response to comments document shall be included in the Final CEQA EIR.

- **Mitigation Monitoring & Reporting Program (MMRP):** CONSULTANT shall prepare a MMRP to ensure that the environmental measures contained in the Final CEQA EIR are properly implemented. The MMRP shall be included as an appendix to the Final CEQA EIR.
- **Final EIR:** Following the public review of the Draft CEQA EIR, CONSULTANT shall prepare the Final CEQA EIR.
- **Findings of Fact and Statement of Overriding Consideration:** CONSULTANT shall prepare a Findings of Fact document pursuant to State CEQA Guidelines Section 15091 for each of the significant effects identified in the Final CEQA EIR. The Findings of Fact document shall describe the effect, cite one (1) or more applicable findings under Section 15091, and describe evidence that supports the selected findings. CONSULTANT shall coordinate the preparation of the Findings of Fact with COUNTY.

CONSULTANT shall also prepare a Statement of Overriding Considerations to address any significant effects of the Project that are unavoidable, explaining the economic, legal, social, technological, or other benefits of the Project that outweigh its unavoidable environmental impacts. The Statement of Overriding Considerations shall be based on substantial evidence in the record. CONSULTANT shall work with COUNTY in preparing the Findings of Fact and Statement of Overriding Considerations.

- **Notice of Determination and Filings:** CONSULTANT shall file a Notice of Determination with COUNTY's Recorder Clerk's Office and SCH within five (5) days of approval of the FEIR (pursuant to CEQA guidelines).

Deliverables:

- NOP
- NOC
- Public Scoping meeting written summary of comments
- Administrative Draft CEQA EIR
- NOA
- Responses to Public Comments
- MMRP
- Draft CEQA EIR
- Final CEQA EIR
- Findings of Fact and Statement of Overriding Consideration
- Notice of Determination

Schedule:

- The schedule for this Item of Work shall be established prior to the issuance or commencement of work for preparing the CEQA EIR.

Scope of Work and Project Assumptions:

The Scope of Work and budget for the Tasks and Items of Work listed above include the following assumptions:

- COUNTY will secure Right-of-Entry for the study duration.
- COUNTY will provide AutoCAD basemap covering the Project study area.
- COUNTY will provide plan and profile drawings. COUNTY will designate horizontal and vertical road alignments, limits of roadway and driveway improvements, and cut/fill slopes prior to completion of the NES.
- An Advanced Planning Study, Bridge Type Selection, and Type Selection Reports are available to CONSULTANT prior to the completion of the technical studies.
- COUNTY will determine the bridge type selections, limits of retaining walls, and utility relocations necessary for impact evaluation in the NES.
- COUNTY will prepare Traffic Memorandum indicated on PES.
- COUNTY will prepare Location Hydraulic Study and Summary Floodplain Encroachment Report indicated on PES.
- Protocol wildlife surveys are not included in this scope.
- CRLF protocol field surveys are not included in this scope. If USFWS requires CRLF field surveys, a separate scope and budget will be prepared.
- Biological studies shall be conducted according to the Project schedule.
- COUNTY will prepare the CEQA staff reports, presentations, recommendations, and findings for COUNTY's Board meeting.
- COUNTY will be responsible for newspaper cost of publication of notices. These costs are not included in this scope.
- Caltrans is responsible to sign the APE and CE.
- Due to unforeseen delays on the part of CONSULTANT, COUNTY, Caltrans, other applicable agencies, and weather conditions, changes may be made in the estimated delivery schedule, subject to approval by COUNTY's CA.
- Completion of the NES, BA, ASR/HPSR, and HRER shall require design to be at 35%, and may require design to be at 65% stage or equivalent in order to characterize Project impacts.
- Permit applications shall require design to be at 65% stage or equivalent in order to characterize Project impacts.
- In the event that the Initial Study shows that a Mitigated Negative Declaration is not the appropriate level of documentation, the Supplemental EIR Task may be utilized, subject to approval and issuance of a Task Order or Work Order by COUNTY's CA.
- If the cultural APE must be revised based on new information obtained during field surveys, an amendment to the Agreement may be required.
- The Architectural APE for properties in the built environment is assumed to include a Category 5 bridge, a segment of historic roadbed associated with Old Coloma Road, and parcel 317-25-030.

- Bridge 25C0040 and Bridge 25C0041 are not eligible for the National Register of Historic Places.
- This scope does not include the preparation of a Finding of Effect (FOE) report, Memorandum of Agreement (MOA), or a Section 4(f) Temporary Occupancy or *De Minimus* Documentation. If these additional tasks are required, a separate scope and budget shall be submitted to COUNTY and an amendment to the Agreement will be required.
- The ASR and HPSR cost assumes that no more than two (2) cultural resources are identified during the survey that require documentation. Should additional resources be discovered, the cost may need to be amended.
- The ASR and HPSR cost assumes a Rapid Response is not necessary for obtaining the Records Search.

Exhibit F

~~EXHIBIT B~~
Form of
Conditional Assignment and Assumption Agreement

CONDITIONAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND ASSUMPTION AGREEMENT ("Conditional Assignment") is made as of April 13, 2021, by (i) SYCAMORE ENVIRONMENTAL CONSULTANTS, INC., a California corporation ("SEC" or "Seller"); and (ii) SWCA, INCORPORATED, an Arizona corporation which does business as SWCA Environmental Consultants ("SWCA" or "Buyer").

WHEREAS, the Seller and the Buyer, along with the other parties named therein, are parties to that certain Asset Purchase Agreement, dated as of April 13, 2021 (the "Agreement"), pursuant to which the Buyer will purchase the Purchased Assets of Seller (subject to the exclusion of the Excluded Assets) effective as of the Closing Date (all capitalized terms used herein but not defined will have the meanings set forth in the Agreement);

WHEREAS, SELLER DESIRES TO EFFECTUATE THE SALE, ASSIGNMENT, CONVEYANCE, TRANSFER AND DELIVERY TO THE BUYER OF THE PURCHASED ASSETS, AND THE BUYER DESIRES TO ACCEPT THE PURCHASED ASSETS;

WHEREAS, AS PART OF THE TRANSFER OF THE PURCHASED ASSETS OF SELLER, SELLER DESIRES TO ASSIGN AND DELEGATE TO THE BUYER, AND THE BUYER DESIRES TO RECEIVE AN ASSIGNMENT OF AND ASSUME FROM SELLER, SELLER'S RIGHTS AND INTEREST UNDER THE CLIENT CONTRACTS.

WHEREAS, SELLER AND BUYER HAVE IDENTIFIED CERTAIN OF THE CLIENT CONTRACTS LISTED ON EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS REQUIRING THE CONSENT OF THIRD PARTIES IN ORDER TO BE ASSIGNED TO BUYER ("CLIENT CONTRACTS WITH REQUIRED CLIENT CONSENTS"); AND

WHEREAS, SELLER INTENDS TO SEEK THE CLIENT CONSENTS FOR ASSIGNMENT OF THE CLIENT CONTRACTS WITH REQUIRED CLIENT CONSENTS TO SWCA FOLLOWING THE CLOSING, AND SELLER AND BUYER WISH TO PROVIDE FOR THE ASSIGNMENT TO AND ASSUMPTION BY SWCA OF THE CLIENT CONTRACTS WITH REQUIRED CLIENT CONSENTS TO BECOME EFFECTIVE IMMEDIATELY UPON SELLER OBTAINING SUCH CLIENT CONSENTS.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Conditional Transfer of Certain Client Contracts. Seller hereby conditionally sells, assigns, transfers, conveys and delivers to the Buyer, and the Buyer hereby accepts such sale, assignment, transfer, conveyance and delivery of, all of Seller's right, title and interest in and to all of the Client Contracts with Required Client Consents, which sale, assignment, transfer, conveyance and delivery shall become automatically effective as to each of the Client Contracts with Required Client Consents upon obtaining the consent of the third party or parties required to

consent thereto pursuant to the terms of such Client Contract. Prior to the effectiveness of the assignment of the Client Contracts with Required Client Consents hereunder, each of the Client Contracts with Required Client Consents shall be performed and administered in accordance the terms of such Client Contract and the applicable provisions of the Agreement.

2. Liabilities Assumed. Upon the effectiveness of the assignment of each of the Client Contracts with Required Client Consents, the Buyer hereby agrees to, and hereby does undertake to, assume, pay, perform or discharge as appropriate the Client Contracts with Required Client Consents.

3. Further Assurances.

(a) Seller, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other instruments of sale, conveyance, assignment or transfer and take such other actions as may be reasonably requested to more fully effectuate the sale, conveyance, assignment, transfer and delivery to the Buyer, or its successors and assigns, of Seller's right, title and interest in and to the Client Contracts hereby sold, conveyed, assigned, transferred and delivered to the Buyer; and in case of conflict, such specific instruments will control with respect to the Client Contracts sold, transferred, conveyed or assigned thereby.

(b) Upon the effectiveness of the assignment hereunder, Seller hereby authorizes the Buyer to take any appropriate action to protect the right, title and interest in and to the Client Contracts hereby sold, conveyed, assigned, transferred and delivered to the Buyer, in the name of Seller, the Buyer or any other name (for the benefit of the Buyer and its successors and assigns), against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.

4. Conflicts. This Conditional Assignment is subject in all events to the terms and conditions of the Agreement. In the event of a conflict or inconsistency between this Conditional Assignment and the Agreement, the terms of the Agreement will prevail. Nothing in this Conditional Assignment is intended to modify, expand or limit the terms of the Agreement.

5. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement will survive the execution and delivery of this Conditional Assignment.

6. Binding Effect. This Conditional Assignment will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

7. Governing Law; Forum. This Conditional Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Conditional Assignment and the transactions contemplated hereby shall be governed by, construed, and initiated in accordance with Sections 12.1 and 12.2 of the Agreement.

8. Counterparts. This Conditional Assignment may be executed in multiple counterparts (including by means of telecopied, facsimile or pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Conditional Assignment and Assumption Agreement as of the date first written above.

SELLER:

SYCAMORE ENVIRONMENTAL CONSULTANTS,
INC.

By _____

Name _____

Title _____

BUYER:

SWCA, INCORPORATED

By  _____
Joseph J. Fluder III, President/CEO

IN WITNESS WHEREOF, the parties have executed this Conditional Assignment and Assumption Agreement as of the date first written above.

SELLER:

SYCAMORE ENVIRONMENTAL
CONSULTANTS, INC.

By R. John Little

Name R. John Little

Title President

BUYER:

SWCA, INCORPORATED

By _____
Joseph J. Fluder III, President/CEO

[Inserted signature page for John Little in APA from the Bill of Sale, standalone document.]

[Signature Page to Conditional Assignment and Assumption Agreement]

Sycamore Environmental Consultants, Inc.
Schedule 3.9 Contracts and Proposals

Project ID	Company	Job Description	Job Status	Total Contract Amount	Client Consent Required or Assigned at Closing	Formal Contract, Informal letter, email NTP	Subject to Govt Contracting Laws	Subject to Govt Set-aside (DBE, SBE)	Set-Aside Met By SEC or Subs?	Sub(s)
2021001			In progress		Assigned at Closing	Formal	N	N	N	
2015097			In progress		Assigned at Closing	Formal	N	N	N	
2015038			In progress		Assigned at Closing	Formal	N	N	N	
2019046			In progress		Assigned at Closing	Formal	N	N	N	
2019096			In progress		Assigned at Closing	Formal	N	N	N	
2020028			In progress		Assigned at Closing	email NTP	N	N	N	
2017032			In progress		Assigned at Closing	Formal	N	N	N	
2016110			In progress		Assigned at Closing	Informal	N	N	N	
2020084			In progress		Assigned at Closing	Formal	N	N	N	
2020087			In progress		Assigned at Closing	Formal	N	N	N	
2021033			In progress		Assigned at Closing	Formal	N	N	N	
2020097			In progress		Assigned at Closing	Formal	N	N	N	
2019056			In progress		Assigned at Closing	Formal	N	N	N	
2020083			In progress		Assigned at Closing	Verbal	N	N	N	
2021024			In progress		Assigned at Closing	Formal	N	N	N	
2018073			In progress		Assigned at Closing	Formal	Tribal	N	N	
2021020			In progress		Assigned at Closing	Formal	N	N	N	
2021021			In progress		Assigned at Closing	Formal	N	N	N	
2013071			In progress		Assigned at Closing	Formal	N	N	N	
2021027			In progress		Assigned at Closing	Formal	N	N	N	
2015025			In progress		Assigned at Closing	Formal	N	N	N	
2021018			In progress		Assigned at Closing	Formal	N	N	N	
2012111			In progress		Assigned at Closing	Formal	N	N	N	
2013016			In progress		Assigned at Closing	Formal	N	N	N	
2020058			In progress		Assigned at Closing	Formal	N	N	N	
2016118			In progress		Assigned at Closing	Formal	N	N	N	
2017112			In progress		Assigned at Closing	Formal	N	N	N	
2015055			In progress		Assigned at Closing	Formal	N	N	N	
2016058			In progress		Assigned at Closing	Formal	N	N	N	
2019072			In progress		Assigned at Closing	Formal	N	N	N	
2015065			In progress		Assigned at Closing	Formal	N	N	N	
2017127			In progress		Assigned at Closing	Formal	N	N	N	
2021003			In progress		Assigned at Closing	Formal	N	N	N	
2020085			In progress		Consent Required	Formal	N	SEED	Yes, SEC	
2020093			In progress		Consent Required	Formal	N	N	N	
2020100			In progress		Consent Required	Formal	N	N	N	
2015005			In progress		Consent Required	Formal	Y	DBE	N	
2010066	El Dorado Co Dept of Transportation	Newtown Rd Brdg @ South Fork Weber Crk	In progress		Consent Required	Formal	Y	DBE	Yes, Sub	Mead & Hunt, Tremaine
2015061	El Dorado Co Dept of Transportation	Env Compliance for Green Valley Road Bridges	In progress		Consent Required	Formal	Y	DBE	Yes, Sub	Mead & Hunt, Tremaine
2020019	El Dorado Co Dept of Transportation	El Dorado County Routine Maint Agree for Waterways	In progress		Consent Required	Formal	Y	N	N	
2020032	El Dorado Co Dept of Transportation	El Dorado Trl-Halcon/Ponderado Rd/US 50	In progress		Consent Required	Formal	Y	DBE	Yes, Sub	Mead & Hunt, Natural Investigations Company, WRECO
2020070	El Dorado Co Dept of Transportation	Union Mine Road Culvert Repair	In progress		Consent Required	Formal	Y	N	N	

Sycamore Environmental Consultants, Inc.
 Schedule 3.9 Contracts and Proposals

Project ID	Company	Job Description	Job Status	Total Contract Amount	Client Consent Required or Assigned at Closing	Formal Contract, Informal letter, email NTP	Subject to Govt Contracting Laws	Subject to Govt Set-aside (DBE, SBE)	Set-Aside Met By SEC or Subs?	Sub(s)
2019066	El Dorado Co Planning and Building Dept	Pine Hill Preserve Property Additions	In progress	61,587.00	Consent Required	Formal	Y	N	N	ESA
2019062					Consent Required	Formal	N	N	N	
2016069					Consent Required	Formal	Y	N	N	
2011094					Consent Required	Formal	Y	DBE	Yes, Sub	
2020021					Consent Required	Formal	N	N	N	
2020029					Consent Required	Formal	N	N	N	
2019088					Consent Required	Formal	Y	N	N	
2014058					Consent Required	Formal	Y	DBE	N	
2014059					Consent Required	Formal	Y	DBE	N	
2014060					Consent Required	Formal	Y	DBE	N	
2015042					Consent Required	Formal	Y	DBE	N	
2016097					Consent Required	Formal	Y	DBE	N	
2018064					Consent Required	Formal	Y	DBE	N	
2020023					Consent Required	Formal	N	N	N	
2020026					Consent Required	Formal	Y	N	N	
2011008					Consent Required	Formal	Y	DBE	Yes, Sub	
2013092					Consent Required	Formal	Y	DBE	Yes, Sub	
2018006					Consent Required	Formal	Y	N	N	
2020071					Consent Required	Formal	N	N	N	
2020094					Consent Required	Formal	N	N	N	
2020059					Consent Required	Formal	Y	N	N	
2019008					Consent Required	Formal	Y	DBE	Yes, Sub	
2021019					Consent Required	Formal	Y	N	N	
2021031					Consent Required	Formal	Y	N	N	
2013093					Consent Required	Formal	Y	DBE	Yes, Sub	
2015089					Consent Required	Formal	Y	DBE	Yes, Sub	
2020042					Consent Required	Formal	N	N	N	
2012112					Consent Required	Formal	Y	DBE	Yes, Sub	
2014064					Consent Required	Formal	Y	DBE	Yes, Sub	
2016020					Consent Required	Formal	Y	DBE	Yes, Sub	
2012037					Consent Required	Formal	Y	DBE	Yes, Sub	
2013012					Consent Required	Formal	Y	DBE	Yes, Sub	
2013048					Consent Required	Formal	Y	DBE	Yes, Sub	
2013058					Consent Required	Formal	Y	DBE	Yes, Sub	
2014065					Consent Required	Formal	Y	DBE	Yes, Sub	
2014066					Consent Required	Formal	Y	DBE	Yes, Sub	
2016016					Consent Required	Formal	Y	DBE	Yes, Sub	
2017043					Consent Required	Formal	Y	DBE	N	
2012094					Consent Required	Formal	Y	DBE	Yes, Sub	
2012095					Consent Required	Formal	Y	DBE	Yes, Sub	
2014104					Consent Required	Formal	Y	DBE	Yes, Sub	
2016056					Consent Required	Formal	Y	DBE	N	

Sycamore Environmental Consultants, Inc.
Schedule 3.9 Contracts and Proposals

Project ID	Company	Job Description	Job Status	Total Contract Amount	Client Consent Required or Assigned at Closing	Formal Contract, Informal letter, email NTP	Subject to Govt Contracting Laws	Subject to Govt Set-aside (DBE, SBE)	Set-Aside Met By SEC or Subs?	Sub(s)
TOTALS				8,837,613.07						
SEC Opportunities - Awarded, pending contract execution										
2017030			Awarded	307,200.00	Assigned at Closing	Formal	N	N	N	
2017031			Awarded	896,250.00	Assigned at Closing	Formal	N	N	N	
2020072			Awarded	103,550.00	Assigned at Closing	Formal	Y	N	N	
2021032			Awarded	3,600.00	Consent Required	Formal	Y	N	N	
2019094			Awarded	8,139.06	Consent Required	Formal	Y	N	N	
2020011			Awarded	112,043.65	Consent Required	Formal	Y	N	N	
SEC Opportunities - Awarded, On-Call										
2020086			On-call	0.01	Consent Required	Formal	N	SEED	N	
2019015	EI Dorado Co Dept of Transportation	EDC OnCall EnvRw 2019-22 EDC AGMT 4403	On-call	300,000.00	Consent Required	Formal	Y	DBE	TBD	Mead & Hunt; Tremaine; Hunting Env; Natural Investigations Company; WRECO
2018063			On-call	0.01	Consent Required	Formal	N	N	N	
2020018			On-call	0.01	Consent Required	Formal	Y	N	N	
2017111			On-call	300,000.00	Consent Required	Formal	Y	N	N	
2020041			On-call	0.01	Consent Required	Formal	Y	N	N	
2020101			On-call	0.01	Consent Required	Formal	Y	N	N	
2020049			On-call	500,000.00	Consent Required	Formal	Y	DBE	TBD	
SEC Opportunities - Proposals, RFPs submitted										
			Propose	8,890.00	Assigned at Closing	Formal	N	N	N	
			Propose	10,930.00	Assigned at Closing	Formal	N	N	N	
			Propose	12,125.00	Assigned at Closing	Formal	N	N	N	
			Propose	48,727.00	Assigned at Closing	Formal	N	N	N	
			Propose	14,075.00	Assigned at Closing	Formal	N	N	N	
			Propose	10,080.00	Assigned at Closing	Formal	N	N	N	
			Propose	0.01	Consent Required	Formal	Y	N	N	
			Propose	10,853.28	Consent Required	Formal	Y	N	N	
			Propose	91,879.20	Consent Required	Formal	Y	N	N	
			Propose	87,600.00	Consent Required	Formal	Y	N	N	
			Propose	38,875.00	Consent Required	Formal	Y	N	N	
			Propose	0.01	Consent Required	Formal	Y	TBD	TBD	
			Propose	0.01	Consent Required	Formal	Y	N	N	
			Propose	0.01	Consent Required	Formal	Y	N	N	
			Propose	9,800.00	Consent Required	Formal	Y	N	N	
Prospects, Proposals not yet submitted										
				0.01	TBD	Formal	Y	N	N	
				0.01	TBD	Formal	Y	DBE	TBD	
			Propose	0.01	TBD	Formal	N	N	N	
				TBD		Formal	Y	N	N	
				TBD		Formal	Y	N	N	
				TBD		Formal	Y	N	N	

Sycamore Environmental Consultants, Inc.
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					TBD	Formal	N	N	N	
					TBD	Formal				
					TBD	Formal				