

Sycamore Environmental Consultants, Inc.
Environmental Review Services for Bridge Replacement Projects

AGREEMENT FOR SERVICES # AGMT 11-53271

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Sycamore Environmental Consultants, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 6355 Riverside Boulevard, Suite C, Sacramento, California 95831 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation with environmental review services for the Newtown Road at South Fork of Weber Creek – Bridge Replacement Project, the Silver Fork Road at South Fork American River – Bridge Replacement Project, and the Hazel Valley Road at EID Canal – Bridge Replacement Project;

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

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

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

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services:

- A. Consultant's services are to be provided specifically in support of Newtown Road at South Fork of Weber Creek – Bridge Replacement Project #77122, Silver Fork Road at South Fork American River – Bridge Replacement Project #77124, and Hazel Valley Road at EID Canal Bridge – Bridge Replacement Project #77125.

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment,

vehicles, and services necessary to perform various environmental review services for each of the three (3) projects. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. Exhibit A provides for the Scope of Work, identified as Items of Work A through R, for each of the three (3) projects.

- B. County's Contract Administrator (CA) will issue separate written Notices to Proceed to Consultant for the Scope of Work for each of the three (3) projects. Consultant shall not commence work on any item of work until receiving the appropriate Notice to Proceed. No payment will be made for any work performed prior to the dates specified in the Notices to Proceed.
- C. Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under the Scope of Work for each of the three (3) projects identified in Exhibit A hereto shall be as specified in Exhibit A, shall be prepared using the software described in this Article and shall be submitted in accordance with the timeframes and formats specified in Attachment 1, marked "Project Schedule and Deliverables," incorporated herein and made by reference a part hereof. Adjustments to the completion times specified in Attachment 1 may only be made in accordance with the prior written approval of County's CA.
- D. In addition to the specific services identified in Exhibit A, "Scope of Work" herein, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by County's CA, related to the Scope of Work for each of the three (3) projects identified in Exhibit A. Such Optional Tasks may supplement or modify the Scope of Work for the projects identified in Exhibit A hereto or may include, but not be limited to, additional items of work that are deemed critical by County's CA to the furtherance of completing the projects.

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

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

The period of performance for Work Orders issued for Optional Tasks, if any, shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's CA and Consultant amend the Work Order. No Work Order will be written which extends beyond the expiration date of this Agreement, nor which exceeds the cumulative total of the Optional Tasks Estimate amount.

- E. County shall review Consultant's progress at key points as specified in Attachment 1 for each of the three (3) projects and in each Work Order issued for Optional Tasks, if any. Milestone reviews shall be performed for the specific products and deliverables listed in the Scope of Work and in each Work Order as applicable. Milestones may only be changed by written agreement between County's CA and Consultant's Project Manager.
- F. If a submittal, unsigned deliverable, or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports and deliverables shall be submitted in Adobe portable document format (pdf). Electronic copies shall be provided on CD or via email. Photographs shall be provided in jpg format. AutoCAD and GIS files shall be provided where required by the item of work. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's CA. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's CA.

Consultant shall submit all deliverables to County's CA in accordance with completion time schedules identified in Attachment 1 hereto or as specified in the individual Work Orders for Optional Tasks, if any, issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation herein.

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

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire upon County's recordation of the Notices of Acceptance for all three (3) projects.

ARTICLE III

Compensation for Services: For services provided herein including all of the deliverables described in Exhibit A, Scope of Work, and in the individual Work Orders if any, issued

pursuant to this Agreement; and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of this Agreement, and including the progress reports required in ARTICLE V, Progress Reports below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Fee Schedule," incorporated herein and made by reference a part hereof. Subconsultant services and other direct costs shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include subconsultant services and other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and for any subconsultants, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. References to the DPA rates and Consultant's responsibilities for cost differences and any overpayments are more fully described in ARTICLE XXIX, Cost Principles herein. Mileage reimbursement rates apply to Consultant and any subconsultants authorized under this Agreement. There shall be no subconsultant markup on any mileage expenses. Any reimbursements for mileage expenses for subconsultants will only be made if such expenses are included under Subconsultant Direct Costs in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof or in the budget of an approved and fully executed Work Order issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed for any services performed under this Agreement by Consultant or by any authorized subconsultant.

For the purposes of budgeting the items of work identified in Exhibit A, Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C marked, "Cost Estimate*." The amounts indicated in Exhibit C, represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided in accordance with this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various items of work and prime direct costs identified herein (not including subconsultants) subject to the Contract Administrator's written approval. Consultant may request to reallocate the amounts listed in Exhibit C, for its subconsultants among each individual subconsultant's items of work (subconsultant direct cost) and not among the various subconsultants, subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of the individual project scopes be exceeded, nor shall the amount allocated for Optional Tasks be exceeded, nor shall the total not-to-exceed dollar amount of the Agreement be exceeded.

The total amount for services to be provided under the Scope of Work in accordance with Exhibit A hereto shall not exceed \$489,997.25 inclusive of all work of subconsultants and all costs and expenses.

The total amount for all Optional Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$50,000, inclusive of all Work Orders, all work of subconsultants, and all costs and expenses. The not-to-exceed amount of each individual Work Order so assigned shall not exceed the amount specified in each Work Order, unless County's CA and Consultant amend the Work Order in writing.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including any Optional Tasks which may be assigned, and inclusive of all work of subconsultants, costs, expenses, and Work Orders shall not exceed \$539,997.25.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number, if applicable, both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one (1) Work Order per invoice. Consultant shall prepare and submit a fully executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice. Twenty-five percent (25%) of the value of the final invoice shall be withheld until County's receipt and approval of the required DBE form. Consultant's responsibilities for compliance with DBE requirements are more fully described in ARTICLE XXXVIII, Disadvantaged Business Enterprise (DBE) Considerations and in ARTICLE XXXIX, DBE Participation herein.

Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables or progress reports are received, or proceed as set forth herein below in ARTICLE XVI, Default, Termination, and Cancellation.

ARTICLE IV

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County, Caltrans and Federal Highway Administration (FHWA) guidelines, the National Environmental Policy Act (NEPA),

Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), Sept. 13, 1982, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 210000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 150000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State statutes, regulations and procedures, including those set forth in the Caltrans Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), the Caltrans Environmental Handbooks and the Caltrans Standard Environmental Reference (SER), and all other Caltrans guidance relating to federal-aid programs, all Title 23 federal requirements, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

All of Consultant's services and deliverables must adhere to current County, Caltrans, and federal requirements for project development and shall be made available to County and Caltrans for review and approval at the appropriate stages specified in Exhibit A hereto or in Work Orders, if any, issued for Optional Tasks pursuant to the Agreement or upon request by County's CA.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by County, Caltrans, FHWA or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE V

Progress Reports: Consultant shall submit written progress reports to County's CA at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's CA to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's CA, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's CA. Separate detail shall be provided for each ongoing item of work or Work Order. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period, the anticipated tasks, work and deliverables proposed for the subsequent reporting, a discussion of any Project issues, recommendations to address the issues, percent of contract completed that month and any necessary updates to the projects. Consultant shall complete schedule updates for each of the three (3) projects and shall submit them quarterly to County's CA.

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 VI

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing by the State of California to perform the services under this Agreement, and that Consultant and all subconsultants shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE VII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's CA. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services provided under this Agreement.

ARTICLE VIII

Consultant's Project Manager: Consultant designates Jeffery J. Little, Vice President as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's CA, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in

writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager or subconsultants without prior written approval by County's CA.

ARTICLE X

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE XI

Confidentiality:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement.
- B. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of County's CA's written permission.
- E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by Consultant to any entity other than to County.
- F. Any non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Reports (PR), relied upon, produced, created or utilized for any items of work performed

under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with CEQA. County and Consultant agree that such material will not be distributed, released or shared with any other organization, person or group other than County's and Consultant's employees and agents whose work requires that access.

- G. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- H. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultants identified in Exhibit A hereto and the specific subconsultants authorized in individual 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.

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

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

ARTICLE XIII

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and subconsultants. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees or subconsultants.

ARTICLE XIV

Prevailing Wage: County requires Consultant's services on public works projects involving local, state, and federal funds to which prevailing wage requirements may apply.

As a consequence, Consultant and any subconsultants authorized pursuant to this Agreement or in individual Work Orders issued pursuant to this Agreement, shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant and its subconsultants shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County Department of Transportation. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant and any authorized subconsultants shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and all subconsultants authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

As required under the provisions of Labor Code Section 1776, Consultant and all subconsultants authorized under this Agreement shall keep accurate payroll records. Certified copies of all payroll records shall be made available for inspection at all reasonable hours at Consultant's principal office.

ARTICLE XV

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

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

ARTICLE XVI

Default, Termination, and Cancellation:

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

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

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of the contract, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVII

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

To County:

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

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

With a Copy to:

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

Attn.: Janel Gifford
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Sycamore Environmental Consultants, Inc.
6355 Riverside Boulevard, Suite C
Sacramento, California 95831

Attn.: Jeffery J. Little, Vice President

or to such other location as Consultant directs.

ARTICLE XVIII

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

ARTICLE XIX

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

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

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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

In addition, Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XX

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

ARTICLE XXI

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

Consultant hereby certifies that neither Consultant, any subconsultants authorized herein nor any firm affiliated with Consultant will bid on any construction contract or construction subcontracts for any construction project resulting from work assigned under this

Agreement. An affiliated firm is one which is subject to the control of the same persons through joint-ownership, or otherwise. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any of the three (3) projects included within this Agreement.

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

Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within any construction contract associated with this Agreement.

Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XXII

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

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Data Record Form with County.

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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

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

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

ARTICLE XXVII

Compliance with Federal, State and Local Agency Requirements: County is relying on federal assistance or grants, state funds and on 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 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 (CFR), are incorporated by reference and made a part of this Agreement:

2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"

Circular A-133, revised June 26, 2007, "Audits of States, Local Governments, and Non-Profit Organizations"

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

<http://www.whitehouse.gov/omb/circulars/index.html>.

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 XXVIII

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

ARTICLE XXIX

Cost Principles: The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. are the governing factors regarding allowable elements of cost for all services to be performed under this Agreement.

- A. Consultant shall comply with 2 CFR Part 225, Cost Principles for State and Local Governments, and with federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and 49 CFR, Chapter 1, Parts 31 et seq., Federal Acquisition Regulations System, insofar as those regulations may apply to Consultant. This provision shall apply to every sub-recipient receiving funds as a Consultant or subconsultant under this Agreement.
- B. Any expenditures for costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 49 CFR, Part 18 are subject to repayment by Consultant to County.
- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as project costs only after those costs are incurred and paid for by Consultant.
- 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 subconsultants claimed 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 Department of Personnel Administration (DPA) rules. 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 shall be eligible for reimbursement in accordance with ARTICLE III, 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 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 XXX

Audit and Inspection of Records: Consultant shall maintain and make available to the FHWA, the State, the California State Auditor, and County or to any duly authorized representative of the United States Department of Transportation, Comptroller General of

the United States, or County all books, documents, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement. Consultant shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with the provisions of ARTICLE XXVII, Compliance with Federal, State and Local Agency Requirements and ARTICLE XXIX, Cost Principles above. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Consultant's principal place of business in California, for audit during normal business hours at such place of business. Consultant shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Agreement shall also extend to all subconsultants authorized under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement and shall require its subconsultants to agree to cooperate with the listed agencies by making all appropriate and relevant projects' records available to those agencies for audit and copying.

ARTICLE XXXI

Record Retention: All of Consultant's books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subconsultant records, and financial records related to or which arise out of the work or under terms of this Agreement shall be retained for access, inspection and/or audit by the United States Department of Transportation, the FHWA, Comptroller General of the United States, the State, the California State Auditor and County or their duly authorized representatives for at least four (4) years after County's final payment to Consultant under this Agreement. Consultant shall incorporate this provision in any subcontract entered into as a result of this Agreement.

ARTICLE XXXII

Covenant Against Contingent Fees: By executing this Agreement, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. The parties hereto have acknowledged this covenant against contingent fees and Consultant has duly executed Exhibit E, marked "Certification of Consultant," and County has duly executed Exhibit F, marked "Certification of Local Agency," both of which exhibits are incorporated herein and made by reference a part hereof.

ARTICLE XXXIII

Design Standards: Consultant shall perform all services under this Agreement in conformance with applicable federal, state and local design standards or other standards for work performance stipulated in ARTICLE IV, Standards for Work above or in the individual Work Orders issued pursuant to this Agreement.

ARTICLE XXXIV

Documentation: Consultant shall document the results of its work to the satisfaction of County and if applicable, the State and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

ARTICLE XXXV

Patent Rights: Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions are hereby included in this Agreement as applicable. Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XXXVI

Copyrights: County may permit copyrighting reports or other Agreement products. If copyrights are permitted, the FHWA and State shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes. Consultant shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XXXVII

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

ARTICLE XXXVIII

Disadvantaged Business Enterprise (DBE) Considerations: Consultant must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR. 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. If this Agreement has an Underutilized DBE (UDBE) goal, Consultant must meet the UDBE goal by using certified UDBEs as subconsultants or document a good faith effort to meet the goal. **For the purposes of this Agreement, the UDBE goal shall be 5.56%.**

ARTICLE XXXIX

DBE Participation:

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." It is the policy of County that certified DBE firms shall have the maximum opportunity to participate in the performance of agreements financed

in whole or in part with federal funds. Consultant shall ensure that certified DBE firms, as defined in the Code of Federal Regulations, have the maximum opportunity to participate in the performance of this Agreement and shall take all necessary and reasonable steps, as set forth in said Part 26, for such assurance. Consultant, if it obtains DBE participation on this Agreement, will assist Caltrans in meeting its federally mandated statewide overall DBE goal. A "Local Agency Proposer-DBE Information (Consultant Contracts)" form shall be completed by Consultant and submitted upon contract execution.

Consultant shall prepare and submit a fully-executed "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" form with its final invoice. Both the Local Agency Proposer DBE Information (Consultant Contracts) form and Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants form are attached hereto as Exhibit G and are incorporated herein and made by reference a part hereof.

- B. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. Consultant, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Consultant shall carry out applicable requirements of 49 CFR, 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.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XL

Nondiscrimination:

- A. In connection with its performance under this Agreement, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including, but not limited to the following: Consultant, its employees, subconsultants and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant, its employees, subconsultants and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include the nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Consultant agrees to comply with the requirements of Exhibit H, marked "Fair Employment Practices Addendum" and the requirements of Exhibit I, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit I, both of which exhibits and the four Appendices to Exhibit I are incorporated herein and made by reference a part hereof. Consultant further agrees that any agreement entered into by Consultant with a third party for the performance of Project-related work shall incorporate Exhibits H and I and Appendices A through D to Exhibit I as essential parts of such agreement to be enforced by that third party as verified by County.
- D. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XLI

Compliance with Disability Acts: Consultant shall comply with: (a) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

ARTICLE XLII

Debarment and Suspension Certification:

- A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2, Code of Federal Regulations, Part 1200, Debarment and Suspension Certificate, which certifies that it or any person associated therewith in the capacity of the owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.
- C. Consultant agrees to include this Article without modification in all subcontracts.

ARTICLE XLIII

Prohibition of Expending County, State or Federal Funds for Lobbying:

- A. Consultant, by its signature herein, certifies to the best of its knowledge and belief that:
 - 1. No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit "Standard Form-LLL, Disclosure of Lobbying Activities," in accordance with its instructions which form and instructions are attached hereto as Exhibit J and are incorporated herein and made by reference a part hereof.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. Consultant also agrees by signing this document that it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XLIV

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Contract that is not disposed of by agreement shall be decided by a committee consisting of County's CA and the Director of Transportation, or designee, which may consider written or verbal information submitted by Consultant.
- B. Not later than thirty (30) days after completion of all work under any individual Work Order issued pursuant to this Agreement, Consultant may request review by the Director of Transportation of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Contract.
- D. Consultant's failure to follow this dispute resolution procedure shall constitute a waiver of such claims and a bar to further proceedings.

ARTICLE XLV

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by County's Chief Fiscal Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, Consultant may request a review by County's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted by Consultant in writing.
- C. Neither the pendency of a dispute nor its consideration by County shall excuse the Consultant from full and timely performance, in accordance with the terms of this contract.

ARTICLE XLVI

Inspection of Work: Consultant and any subconsultants authorized herein shall permit County, the State and the FHWA if federal participating funds are used in this Contract to review and inspect the projects' activities and files at all reasonable times during the performance period of this Contract, including review and inspection on a daily basis.

ARTICLE XLVII

Safety:

- A. Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County's Safety Officer and other County representatives.

Consultant's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction projects' sites.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that there are areas that may be within the limits of certain projects that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Consultant must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.
- D. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE XLVIII

Claims Filed by County's Construction Contractors:

- A. If claims are filed by County's construction contractors relating to work performed by Consultant's personnel or subconsultants, and additional information or assistance from Consultant's personnel or subconsultants is required in order to evaluate or defend against such claims, Consultant agrees to make its personnel and/or subconsultants available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. Consultant's personnel and subconsultants that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates that are being paid for Consultant's personnel services under Exhibit B hereto.
- C. Services of Consultant's personnel or subconsultants in connection with County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XLIX

National Labor Relations Board Certification: In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against

Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

ARTICLE L

Evaluation of Consultant: Consultant's performance will be evaluated by County. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE LI

Rebates, Kickbacks or Other Unlawful Consideration: Consultant warrants that this Contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the Contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE LII

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

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

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

ARTICLE LIII

Environmental Compliance: Consultant shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency regulations (40 CFR Part 15); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE LIV

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

ARTICLE LV

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

ARTICLE LVI

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

ARTICLE LVII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

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

Dated: 4/26/12

Requesting Department Concurrence:

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

Dated: 4/27/12

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

-- COUNTY OF EL DORADO --

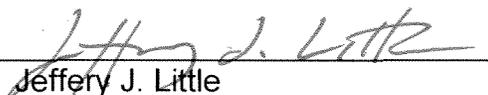
By: _____ Dated: _____

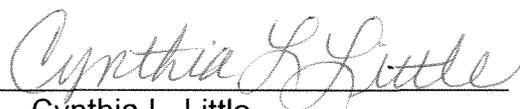
Board of Supervisors
"County"

Attest:
Teri Daly
Acting Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- SYCAMORE ENVIRONMENTAL CONSULTANTS, INC. --

By:  Dated: 2 May 2012
Jeffery J. Little
Vice President
"Consultant"

By:  Dated: 2 May 2012
Cynthia L. Little
Secretary/Treasurer

Sycamore Environmental Consultants, Inc.

Exhibit A

Scope of Work

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SCOPE OF WORK DESCRIPTION:

The projects encompass the replacement of three (3) bridges identified as the following County Capital Improvement Program (CIP) Projects, which are funded by Federal Highway Administration (FHWA) Highway Bridge Program grants administered by the State of California through Caltrans under a Master Agreement with County:

CIP No. 77122: Newtown Road at South Fork of Weber Creek - Bridge Replacement; Bridge No. 25C-0033

CIP No. 77124: Silver Fork Road at South Fork American River - Bridge Replacement; Bridge No. 25C-0113

CIP No. 77125: Hazel Valley Road at EID Canal Bridge - Bridge Replacement; Bridge No. 25C-0092

Compliance is required with the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and the Federal Endangered Species Act (FESA) prior to the release of HBP funds.

The FHWA has delegated to Caltrans certain administrative responsibilities for the HBP program including NEPA findings and the authority to initiate formal consultation with United States Fish and Wildlife Service (USFWS) as part of FESA process. This delegation of authority is intended to allow Caltrans to obtain a timely response from USFWS.

Consultant shall consult and coordinate with resource agencies to complete environmental studies; archaeological and historic resources studies; to acquire permits; and to prepare Draft and Final Natural Environment Study (NES) and Draft and Final California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND) documents. Environmental documentation is needed to complete NEPA requirements for each of the three (3) projects. It is anticipated that the completion of technical studies required by Caltrans will support findings that each of the three (3) projects qualify for a Programmatic Categorical Exclusion (CE) under NEPA.

In the event that after the initial environmental studies are conducted, more comprehensive environmental documents under CEQA and/or NEPA are warranted for any or each of the projects, Work Orders for Optional Tasks would be required for Consultant to complete the environmental reviews for the project(s) for County.

Consultant and its three (3) subconsultants: 1) Tremaine & Associates, Inc. (Tremaine), 2) Mead and Hunt, Inc. (Mead and Hunt), and 3) Bollard Acoustical Consultants, Inc. (Bollard) shall perform the tasks included in the Items of Work below.

For a list of acronyms associated with this Agreement, please refer to Exhibit D, marked "Legend to Acronyms," incorporated herein and made by reference a part hereof.

SCHEDULE AND DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, Consultant shall submit all deliverables in accordance with ARTICLE I, Scope of Services and Attachment 1, "Project Schedule and Deliverables," herein.

Unless otherwise indicated below, Consultant shall submit Draft documents and reports to County's CA and Caltrans for review and comment. Consultant shall incorporate County's and Caltrans' comments into the Final documents or reports subject to agreement by Consultant and County's CA. The budgeted cost includes up to two (2) rounds of review by County and Caltrans for all deliverables. Consultant shall submit Draft and Final documents and reports to County for submittal to Caltrans for review and approval and in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and the Caltrans *Standard Environmental Reference* (SER) Environmental Handbook.

SCOPE OF WORK:

Consultant and its subconsultants shall complete the environmental processes required by the LAPM for federally funded bridge and highway projects on each of the specified CIP Projects referenced above. Specific services to be provided by Consultant are divided into the Items of Work described below. Items of Work A through R are applicable to each of the CIP bridge projects. County's Contract Administrator will issue separate written Notices to Proceed to Consultant for the Scope of Work for each of the three (3) projects. Consultant shall prepare and submit separate deliverables for each of the three (3) projects, as described in the Items of Work and Attachment 1.

County will provide Consultant the following, for each of the three (3) projects, where applicable, in connection with the services to be performed under this Agreement:

1. A project description of the preferred alternative.
2. Right-of-Way entry for the duration of the project.
3. Plan and profile drawings for the project. County will designate horizontal and vertical road alignments, limits of roadway and driveway improvements, and cut and fill slopes for the project, prior to the completion of the Preliminary Environmental Study (PES).
4. Draft Area of Potential Effect (APE) maps based on construction needs.
5. AutoCAD base map of project study area.

ITEM OF WORK A - PRELIMINARY ENVIRONMENTAL STUDY

The PES determines what studies are needed to identify the potential presence of sensitive environmental resources within the project areas. Consultant shall prepare the PES form in accordance with Chapter 6-3 and Exhibit 6-B of the LAPM. The PES shall identify technical studies, coordination, and permits required to complete the

NEPA process. This Item of Work is complete when Caltrans approves and signs the PES form.

Activities:

- Conduct a preliminary environmental investigation.
- Conduct a preliminary field survey.
- Determine the technical studies needed.
- Determine agency coordination and permits needed.
- Attend Caltrans Field Review meeting.
- Submit completed PES to County and Caltrans for signature.

Deliverables:

- PES form to County's CA and Caltrans

ITEM OF WORK B - AREA OF POTENTIAL EFFECTS MAPS

Consultant and its subconsultants, Tremaine and Mead and Hunt shall prepare APE maps. Consultant and its subconsultants shall prepare archaeological and historic properties versions of the APE map. The AutoCAD project boundary shall form the basis for the APE maps. This Item of Work is complete when Caltrans approves and signs the APE maps.

Activities:

- Coordinate with the engineering team, County, and Tremaine, the cultural subconsultant, to determine an appropriate APE.
- Submit completed APE maps to Caltrans for signature.

Deliverables:

- APE Maps to County's CA and Caltrans

ITEM OF WORK C - NATURAL ENVIRONMENT STUDY REPORT

Consultant shall prepare a Natural Environment Study (NES) report. The NES report incorporates the results of biological studies and describes the existing biological environment and how the project affects that environment and provides the technical data concerning plants, animals and natural communities occurring in the project study area. County will determine the bridge type selection, limits of retaining walls, and utility relocations which are necessary for impact evaluation in the NES.

Consultant shall prepare the NES report in accordance with Chapter 2 of the Caltrans Standard Environmental Reference (SER) Environmental Handbook Volume 3. The SER provides the methods, procedures, and standards for an NES report. The NES report shall include a conceptual re-vegetation plan. Protocol wildlife surveys are not

included in this Scope of Work. This Item of Work is complete when Caltrans approves the Final NES report.

Activities:

- Identify and scope project issues.
- Coordinate with County to develop the final study limits.
- Conduct field survey.
- Map plant communities and sensitive resource features.
- Evaluate potential project impacts.
- Prepare AutoCAD map of biological resources using County 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.
- Submit Draft NES report to County for submittal to Caltrans for review and comments. Incorporate County's and Caltrans' comments and submit Final NES to County for submittal to Caltrans.

Deliverables:

- Draft NES report to County's CA and Caltrans
- Final NES report to County's CA and Caltrans

ITEM OF WORK D - WETLANDS STUDY

Consultant shall conduct a Wetlands Study of the project study area in accordance with Chapter 3 of the Caltrans SER Environmental Handbook (Volume 3) which provides the methods, procedures and standards for a Wetlands Study. The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 United States Army Corps of Engineers (USACOE) Wetland Delineation Manual, Regulatory Guidance Letters, appropriate Regional Supplements, and the Sacramento District minimum standards.

Activities:

- Delineate wetlands and waters of the U.S. in the project area.
- Submit Draft Wetlands Study (Wetlands Study is an appendix to the NES) to County for review. Incorporate County's comments.
- Submit Draft Wetlands Study to USACOE requesting a preliminary jurisdictional determination.
- Attend field verification with USACOE and revise delineation map if necessary.
- Submit Final Wetlands Study to USACOE and County, including verified delineation maps.

Deliverables:

- Draft Wetlands Study to County's CA and USACOE

- Final Wetlands Study including verified delineation map to County's CA and USACOE

ITEM OF WORK E - BIOLOGICAL ASSESSMENT

Consultant shall prepare a Biological Assessment (BA) of the project, the document used for consultation of federal listed, proposed species, and critical habitat under the FESA. Consultant shall prepare the BA in accordance with the current Caltrans format and the methods, procedures and standards prescribed in Chapter 14 (Volume 1) of the Caltrans SER Environmental Handbook and Chapter 4 (Volume 3).

Activities:

- Coordinate as necessary with California Department of Fish and Game (CDFG) and USFWS to incorporate resource agency comments into the BA.
- Submit Draft BA to County for submittal to Caltrans for review and comments. Incorporate Caltrans and County's comments and submit Final BA to County for submittal to Caltrans.
- Caltrans initiated formal or informal Section 7 FESA consultation based on the Final BA.

Deliverables:

- Draft BA to County's CA and Caltrans
- Final BA to County's CA and Caltrans

ITEM OF WORK F - RESOURCE AGENCY PERMIT RELATED COORDINATION

Consultant shall consult and coordinate with the CDFG, the USFWS and the USACOE to ensure that agency comments, recommendations, and required avoidance, minimization, and mitigation measures are incorporated in the NES. Consultant shall coordinate with EID as appropriate. In consultation with Caltrans, Consultant shall coordinate with USFWS and National Oceanic and Atmospheric Administration (NOAA) Fisheries Service to obtain documentation of FESA and Section 106 of the National Historic Preservation Act (NHPA) compliance as applicable, to support the requisite NEPA finding. This Item of Work is complete when documentation of FESA compliance is obtained from USFWS and NOAA Fisheries Service.

Activities:

- Coordinate as necessary with CDFG, USFWS, NOAA Fisheries Service, and the USACOE and incorporate resource agency comments into the NES.
- Coordinate with EID.
- Obtain documentation of FESA and Section 106 compliance from USFWS and NOAA Fisheries Service.
- Prepare and submit memo documenting coordination and summarizing resource agency comments and required avoidance, minimization, and mitigation measures.

Deliverables:

- Resource Agency Coordination Summary Memo

ITEM OF WORK G – ARCHAEOLOGICAL SURVEY REPORT

Consultant's subconsultant, Tremaine, shall prepare the Archaeological Survey Report (ASR) based on results of the APE to comply with Section 106 of the NHPA. Tremaine shall conduct cultural and architectural resources studies that will identify all resources in the study area that are eligible, or are potentially eligible, for listing on the National Register of Historic Places or the California Register of Historic Resources. The ASR will support California Environmental Quality Act (CEQA), NEPA and Section 106 of NHPA findings. If Consultant determines that the cultural APE must be revised based on information obtained during the field surveys, a Work Order or Amendment to the Agreement, as applicable, will be prepared and approved by County for this revision. This scope of work assumes that one (1) archaeological resource per project will be located that will require documentation.

Activities:

- Conduct a record search at the Information Center of the California Historical Resource Information System (CHRIS).
- Review historic maps and aerials, and soils and geology maps.
- Consult with Native American Heritage Commission and Native American Community.
- Consult with local preservation societies.
- Conduct a field survey and record resources using Caltrans approved APE Map from Item of Work A, above. Sites and isolates shall be recorded on DPR 523 Primary Record forms, photographed, and position data gathered with a hand-held GPS unit.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare and submit a Draft ASR to County for review and incorporate County's comments for submittal to Caltrans for review and comments.
- Incorporate Caltrans' comments and prepare a Final ASR for County's submittal to Caltrans.

Deliverables:

- Draft ASR to County's CA and Caltrans
- Final ASR to County's CA and Caltrans

ITEM OF WORK H - HISTORIC RESOURCE EVALUATION REPORT

Consultant's subconsultant, Mead and Hunt, shall prepare the Historic Resource Evaluation Report (HRER), which provides the historic context for the project area and documents the evaluation of buildings, structures, objects, districts, and cultural landscapes based on the signed historic APE map. The HRER shall include California

Department of Parks and Recreation (CDPR) 523 Forms for each resource not exempted from evaluation under Attachment 4 of Caltrans' January 2004 Programmatic Agreement. CDPR 523 Forms shall include a physical description and property history sufficient to assess the significance and historic integrity of documented properties.

Activities:

- Conduct a records' search at the Information Center of the CHRIS.
- Review historic maps and aerials, and soils and geology maps.
- Conduct field surveys and record resources using the APE Map. Record sites on CDPR 523 Forms and photograph sites.
- Gather position data with a hand-held GPS unit.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare and submit a Draft HRER to County for review and incorporate County's comments for submittal to Caltrans for review and comments.
- Incorporate Caltrans' comments and prepare a Final HRER for County's submittal to Caltrans.

Deliverables:

- Draft HRER to County's CA and Caltrans
- Final HRER to County's CA and Caltrans

ITEM OF WORK I - HISTORIC PROPERTY SURVEY REPORT AND FINDING OF EFFECT

A Historic Property Survey Report (HPSR) is a Caltrans specific report format that provides a summary of the HRER and ASR. The HPSR documents Native American and Interested Party consultation and public participation efforts. The HPSR project description shall include a detailed project description and shall state whether the project is expected to have an effect on properties eligible for listing in the California Register or National Register.

Consultant's subconsultant, Tremaine, shall prepare the HPSR if archaeological resources are the primary issues under Section 106 of the NHPA. Consultant's subconsultant, Mead and Hunt, shall prepare the HPSR if the built-environment (e.g., bridges, canals, and other structures) is the primary issue under Section 106 of the NHPA. If archaeological resources are the primary issues requiring that Tremaine prepare the HPSR, a Work Order will be prepared and approved by County to allow for this change.

Based on the results of the ASR, HRER, and HPSR, a Finding of Effect (FOE) may be required. A FOE would be required if a resource (bridge) is eligible for, or is listed in the National Register of Historic Places or the California Register of Historic Resources. Consultant shall prepare the FOE in accordance with the standards and requirements provided in Caltrans' SER Environmental Handbook (Volume 2): Cultural Resources and Caltrans' January 2004 Programmatic Agreement for Section 106 NHPA review.

Activities:

- Review historic maps and aerials, and soils and geology maps.
- Conduct field surveys and record resources using the APE Map. Record sites on CDPR 523 Forms and photograph sites.
- Gather position data with a hand-held GPS unit.
- Prepare avoidance, minimization, and mitigation measures.
- Prepare and submit a Draft HPSR to County for submittal to Caltrans for review and comments.
- Incorporate Caltrans' comments and prepare a Final HPSR for County's submittal to Caltrans.
- Following the preparation of the HPSR, prepare the FOE if required.
- If required, prepare a Draft and Final FOE for submittal to County and Caltrans and respond to comments.

Deliverables:

- Draft HPSR to County's CA and Caltrans
- Final HPSR to County's CA and Caltrans
- Draft FOE to County's CA, if required
- Final FOE to County's CA and Caltrans, if required

ITEM OF WORK J - SECTION 4(f) TEMPORARY OCCUPANCY OR DE MINIMIS DOCUMENTATION

Consultant shall coordinate with Caltrans to determine if the project is subject to Section 4(f) of the Department of Transportation Act of 1996. Section 4(f) lands include publicly-owned public parks, recreational areas, or wildlife or waterfowl refuges. Historic and/or archaeological sites on or eligible for the National Register are considered Section 4(f) properties.

If the five (5) temporary occupancy conditions listed in 23 CFR-Part 774(13)(d)(1-5) are satisfied, Section 4(f) may not be applicable to the project. If the project does not satisfy the temporary occupancy conditions Caltrans may determine that the project has a *de minimis* impact on the Section 4(f) property. Individual Section 4(f) evaluations are not included with this Scope of Work. If County's CA determines that individual Section 4(f) evaluations are required, a Work Order or Amendment to the Agreement, as applicable, will be prepared and approved by County.

Activities:

- Determine Section 4(f) lands in the project study area.
- Submit a request to Caltrans to determine the appropriate level of Section 4(f) documentation. This request shall be submitted concurrently with the Final HPSR.

- Concurrent with the preparation of the Draft FOE, if required, in Item of Work I above, notify (with maps, percentage of acres impacted, measures to minimize harm) the public agency that has jurisdiction over the Section 4(f) lands and request comments on the project.
- Prepare maps as needed.
- Calculate impacts as a percentage of the total number of acres of Section 4(f) lands.
- Identify and evaluate practicability of project alternatives and compare the alternatives for the project.
- Identify measures to minimize harm.

Deliverables:

- Request to Caltrans for appropriate level of Section 4(f) documentation to County's CA
- Caltrans concurrence for the level of Section 4(f) documentation to County's CA
- Notification to public agency with jurisdiction of Section 4(f) lands
- Response from the public agency along with Consultant's recommended minimization measures to County's CA and Caltrans

ITEM OF WORK K - AIR QUALITY STUDY

Consultant shall prepare an Air Quality Study (AQS) report for the purpose of obtaining a determination of air quality conformity from Caltrans as required under Section 6004 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). The AQS report shall be prepared in accordance with: the Caltrans Environmental Handbook Volume I, Chapter 11 (Air Quality); *Caltrans Transportation Project-Level Carbon Monoxide Protocol* (University of California Davis, December 1997); Environmental Protection Agency (EPA) Fugitive Dust Conformity Rule; Federal Highway Administration's (FHWA) mobile source air toxics (MSAT) guidance; and County Air Quality Management District (AQMD) Air Quality Guidelines.

Activities:

- Obtain meteorological and air quality data for the project area from County's AQMD and describe the existing ambient air quality in the project area.
- Obtain traffic data needed for air quality modeling from County.
- Discuss existing air quality management efforts.
- Evaluate potential air quality impacts of the project, including long-term particulate matter concentrations, MSAT, and carbon monoxide using various models.
- Evaluate potential project impacts as they relate to green house gasses and climate change.
- Prepare potential avoidance, minimization and/or mitigation measures.
- Summarize the results of air quality analyses in an AQS.

Deliverables:

- Draft AQS to County's CA for CEQA IS/MND, concurrent with Item of Work N - CEQA Initial Study/Mitigated Negative Declaration (IS/MND) & NEPA Documentation, Administrative Draft CEQA IS/MND
- Final AQS report to County's CA concurrent with Item of Work N - CEQA Initial Study/Mitigated Negative Declaration (IS/MND) & NEPA Documentation, public review Draft CEQA IS/MND

ITEM OF WORK L - TRAFFIC NOISE ANALYSIS

Consultant and its subconsultant Bollard, shall develop a Traffic Noise Study Report (NSR) for the project in accordance with Caltrans *Traffic Noise Analysis Protocol for New Highway Construction and Reconstruction Projects* (Protocol by Caltrans Division of Environmental Analysis, dated May 2011) (*Protocol*). The *Protocol* is intended to fulfill the requirements of CEQA, NEPA, 23 CFR 772, and Section 216 et seq. of the California Streets and Highway Code. Caltrans has also prepared a supplement to the *Protocol* called the Technical Noise Supplement (TeNS) which details noise analysis procedures and practices. The following is intended to satisfy the requirements of the TeNS, the *Protocol*, and federal and state requirements.

Activities:

- Conduct traffic noise level measurements and a concurrent traffic count at representative locations along the project roadways where noise-sensitive uses are located. Compare measured noise levels to modeled results from the FHWA Traffic Noise Model (TNM) using the observed traffic counts. The TNM may be adjusted if measured traffic noise levels substantially differ from modeled results.
- Calculate highest hourly traffic noise exposure at representative receptors in the project area for existing, future no project, and future with project traffic conditions using the TNM. Estimate likely noise exposure due to project construction at the closest sensitive receptors.
- Compare traffic noise levels to the Noise Abatement Criteria described in the *Protocol*. If noise levels approach or exceed the criteria, or if a substantial increase in ambient noise levels is predicted, noise abatement must be considered.
- Determine if any required noise abatement is "reasonable" and "feasible" as defined by the *Protocol*. Reasonableness requires, among other factors, that any noise abatement features (e.g., sound walls) be cost-effective. The *Protocol* has a detailed procedure for determining cost-effectiveness.
- Prepare a report summarizing all data, assumptions, findings, and recommendations for noise mitigation, including mitigation of construction noise.

Deliverables:

- Draft NSR to County's CA for CEQA IS/MND, concurrent with Item of Work N - CEQA Initial Study/Mitigated Negative Declaration (IS/MND) & NEPA Documentation, Administrative Draft CEQA IS/MND

- Final NSR to County's CA, concurrent with Item of Work N - CEQA Initial Study/Mitigated Negative Declaration (IS/MND) & NEPA Documentation, public review Draft CEQA IS/MND

ITEM OF WORK M - ABBREVIATED VISUAL IMPACT ASSESSMENT

Consultant shall prepare an Abbreviated Visual Impact Assessment (VIA) to evaluate changes to the visual environment resulting from the project. The report will describe project features, impacts, and mitigation measures in accordance with FHWA's "Visual Impact Assessment for Highway Projects" (1981). This Item of Work is complete when Caltrans approves the Abbreviated VIA.

Activities:

- Describe project features in coordination with the design team.
- Describe project impacts.
- Describe mitigation measures in coordination with the design team.
- Prepare and submit Draft Abbreviated VIA to County for submittal to Caltrans for review and comments.
- Incorporate Caltrans' comments and prepare a Final Abbreviated VIA for County's submittal to Caltrans.

Deliverables:

- Draft Abbreviated VIA to County's CA and Caltrans for CEQA IS/MND, concurrent with Item of Work N - CEQA Initial Study/Mitigated Negative Declaration (IS/MND) & NEPA Documentation, Administrative Draft CEQA IS/MND
- Final Abbreviated VIA to County's CA and Caltrans, concurrent with Item of Work N - CEQA IS/MND & NEPA Documentation, public review Draft CEQA IS/MND

ITEM OF WORK N - CEQA IS/MND & NEPA DOCUMENTATION

The technical studies and agency coordination that satisfy NEPA also support CEQA. Caltrans prepares the NEPA documentation, which is expected to be a 6004 NEPA Categorical Exclusion. A CEQA Mitigated Negative Declaration (MND) is assumed under this Scope of Work to be the likely CEQA document. County will provide Consultant with a current sample CEQA Initial Study (IS) to be used as a format for the Draft IS. Consultant shall review the technical studies and prepare a Draft IS. Potential impacts shall be evaluated for significance. Consultant shall identify the avoidance, minimization, and mitigation measures recommended in the technical documents. County will prepare the Notice of Determination and staff report, presentation, recommendations, and findings, for County Board of Supervisors (BOS) meeting. Consultant shall attend the BOS meeting to adopt the CEQA IS/MND. This Item of Work is complete when the BOS adopts the CEQA IS/MND document and Caltrans signs the CE. Consultant shall attend one (1) Planning Phase Public Outreach Meeting conducted by County.

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 – anticipated to be a MND.
- Prepare a Notice of Intent (NOI) to adopt a CEQA IS/MND. County will post with County Recorder-Clerk and publish in a newspaper of record.
- Prepare Mitigation Monitoring (MMP) Plan in County's format.
- Prepare a Draft IS Checklist with associated impacts and mitigation measures for County's review and approval.
- Prepare an IS Checklist with associated impacts and mitigation measures for public IS review.
- Address responses and comments from the public review for the BOS Staff Report.

Deliverables:

- Administrative Draft CEQA IS/MND with associated impacts and mitigation measures to County's CA
- Draft CEQA IS/MND with associated impacts and mitigation measures for public circulation to County's CA
- Responses to comments received on public review Draft CEQA IS/MND to County's CA
- NOI to Adopt a CEQA IS/MND to County's CA
- MMP to County's CA
- Final adopted CEQA IS/MND document

ITEM OF WORK O - PROJECT MANAGEMENT, MEETINGS AND COORDINATION

Consultant shall coordinate, as-requested, with County's CA and County's Design Team to obtain or exchange data, develop design alternatives, answer and pose questions, and to discuss scheduling implications of environmental regulations.

Consultant shall attend one (1) Caltrans Field Review Meeting (Item of Work A); attend three (3) as-requested meetings; attend and participate in one (1) Planning Phase Public Outreach Meeting (Item of Work N) conducted by County to supply explanation of the elements involved in the environmental process; and attend one (1) BOS meeting to adopt the CEQA IS/MND document. Consultant shall prepare meeting summaries.

Deliverables:

- Meeting summaries from six (6) meetings to County's CA
- Coordination with County's CA and County's Design Team for the duration of the Project (maximum of twenty-four [24] hours for in-person meetings)

ITEM OF WORK P - PERMIT APPLICATIONS

CEQA and NEPA environmental documents must be completed before environmental permits can be obtained. Consultant shall prepare and submit applications and coordinate with authorizing agencies to obtain the following environmental permits:

- Section 404 Clean Water Act (CWA) Nationwide 23 Permit from the USACOE;
- Section 401 CWA Water Quality Certification from the California Regional Water Quality Control Board (CRWQCB); and
- Section 1602 Streambed Alteration Agreement (SAA) from CDFG.

Consultant anticipates the project will be authorized under a Nationwide 23 permit. A conceptual mitigation plan and mitigation requirements in the NES and IS/MND will support the permit applications. Consultant shall coordinate as necessary with the agencies to obtain the permits on County's behalf. County will provide the application fees. This Item of Work is complete when the permits are obtained.

Activities:

- Prepare a Section 404 CWA Nationwide 23 Permit Pre-Construction Notice (PCN) and coordinate with the USACOE.
- Prepare an application for a Section 401 CWA Water Quality Certification and coordinate with the CRWQCB.
- Prepare an application for a 1602 Streambed Alteration Agreement and coordinate with DFG.
- Review County's PS&E package and bid documents relative to requirements set forth in the necessary permits.
- Prepare a memo of concurrence of bid package with environmental and regulatory compliance.

Deliverables:

- Draft Section 404 CWA Nationwide 23 Permit PCN, submit to County's CA
- Final Section 404 CWA Nationwide 23 Permit PCN to County's CA to submit to USACOE
- Draft Application for a Section 401 CWA Water Quality Certification to County's CA
- Final Application for a Section 401 CWA Water Quality Certification to County's CA to submit to CRWQCB
- Draft Application for Section 1602 SAA to County's CA
- Final Application for Section 1602 SAA to County's CA to submit to CDFG
- Memorandum of Concurrence for contract bid package with environmental and regulatory compliance to County's CA

ITEM OF WORK Q - ENVIRONMENTAL COMMITMENTS RECORD

Consultant shall compile and maintain the Environmental Commitments Record (ECR) for the biological and cultural phases of the Projects. The ECR shall include avoidance,

minimization and mitigation requirements obtained from the Final CEQA and NEPA documents and permits. Consultant shall provide a copy of the ECR to County's CA and County's Resident Engineer (RE). Consultant shall also provide to County's CA copies of written responses to County's Construction Contractor's questions about the ECR.

Deliverables:

- ECR to County's CA and County's RE
- Written responses to County's Construction Contractor's questions to County's CA

ITEM OF WORK R - PRECONSTRUCTION SURVEYS, BIOLOGICAL RESOURCES AND/OR CULTURAL RESOURCES EDUCATION PROGRAM AND CONSTRUCTION MONITORING

A preconstruction survey shall be conducted within two (2) weeks prior to construction to reduce potential adverse impacts to nesting migratory birds, raptors, and swallows. The survey for nesting raptors shall include publicly accessible areas within 250 feet of the project site. A preconstruction survey shall be conducted once per construction season. Consultant shall assist County with preparing and conducting a worker training program. The training program will inform construction personnel about sensitive biological and or cultural resources in the project area. This Item of Work also includes construction monitoring to ensure compliance with all applicable biological avoidance, minimization, and mitigation measures.

Activities:

- Conduct a survey for nesting migratory birds, raptors, and swallows two (2) weeks prior to construction.
- Survey for nesting raptors in publicly accessible areas within 250 feet of the Projects' sites.
- Prepare a letter report for each construction season summarizing the results of the surveys within 48 hours of completion of the surveys.
- Provide and conduct a construction worker training education program for biological resources and/or cultural resources, including preparing a reproducible manual and attendance roster.
- Provide construction monitoring for biological resources, as needed.

Deliverables:

- Preconstruction Survey Letter Reports to County's CA and County's RE
- Education Program and Reproducible Manual to County's CA
- Attendance roster for the Education Program to County's CA and County's RE
- Construction Monitoring Reports to County's CA

Sycamore Environmental Consultants, Inc.

Exhibit B Fee Schedule

CLASSIFICATION	RATE/HR	CLASSIFICATION	RATE/HR
Principal Scientist	\$111 - 125	Senior Biologist	\$106 - 119
Consulting Scientist	\$170 - 191	Associate Biologist II	\$86 - 97
Supervising Scientist	\$125 - 140	Associate Biologist I	\$80 - 90
Senior Scientist	\$106 - 119	Assistant Biologist II	\$75 - 84
		Assistant Biologist I	\$70 - 79
Consulting Planner	\$150 - 169		
Supervising Planner	\$125 - 140	Principal CAD/GIS Analyst	\$111 - 125
Principal Planner	\$111 - 125	CAD/GIS Analyst II	\$106 - 119
Senior Planner II	\$106 - 119	CAD/GIS Analyst I	\$95 - 107
Senior Planner I	\$95 - 107	CAD/GIS Operator II	\$86 - 97
Associate Planner II	\$86 - 97	CAD/GIS Operator I	\$75 - 84
Associate Planner I	\$80 - 90		
Assistant Planner II	\$75 - 84	Principal QA/QC	\$105 - 118
Assistant Planner I	\$70 - 79	Senior QA/QC	\$76 - 86
Administrative II	\$70 - 79	Technician II	\$65 - 73
Administrative I	\$52 - 58	Technician I	\$60 - 67

REIMBURSABLE EXPENSE RATES

Expense	Unit	Cost	Expense	Unit	Cost
Purchases:			Reproduction:		
CNDDDB/Rare Find	Per Quad	\$25.00	Binding Supplies	Ea Page	\$5.00
Topo Quad Map	Per Quad	\$12.00	Color 8 x 11 (copy)	Ea Page	\$2.00
GlobeXplorer Aerial Map	Per Proj	\$50.00	Color 11 x 17 (copy)	Ea Page	\$4.00
NWI Map	Per Quad	\$35.00	Photocopies B/W	Ea Page	\$0.10
CHRIS Records Search	Per Srch	\$350.00	Photo Page Color	Ea Page	\$2.00
Materials/Supplies	At Cost		Photoshop copies	At Cost	
			Other:		
			Postage	At Cost	
			Overnight Delivery	At Cost	
			Cell Phone/Phone	At Cost	
			GPS	Per Day	\$150.00
			Camera usage	Per Day	\$5.00
			Fax	Per Page	\$1.50
			Mileage*		

*Reimbursement for mileage expenses for Consultant and for any subconsultants authorized under this Agreement, if applicable, shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Any reimbursements for mileage expenses will only be made if such expenses are included under Prime Direct Cost or Subconsultant Direct Cost, as applicable, in Exhibit C, marked "Cost Estimate," or in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.

Sycamore Environmental Consultants, Inc.

Exhibit C

Cost Estimate*

Newtown Road at South Fork of Weber Creek - Bridge Replacement Project (77122)

Scope of Work

Item of Work A - Preliminary Environmental Study	\$ 3,154.00
Item of Work B - Area of Potential Effects Maps	\$ 2,624.00
Item of Work C - Natural Environment Study Report	\$ 15,796.00
Item of Work D - Wetlands Study	\$ 8,002.00
Item of Work E - Biological Assessment	\$ 16,068.00
Item of Work F - Resource Agency Permit Related Coordination	\$ 5,268.00
Item of Work G - Archaeological Survey Report	\$ 1,214.00
Item of Work H - Historic Resource Evaluation Report	\$ 1,404.00
Item of Work I - Historic Property Survey Report and Finding of Effect	\$ 742.00
Item of Work J - Section 4(f) Temporary Occupancy or De Minimis Documentation	\$ 8,616.00
Item of Work K - Air Quality Study	\$ 2,533.00
Item of Work L - Traffic Noise Analysis	\$ 742.00
Item of Work M - Abbreviated Visual Impact Assessment	\$ 4,660.00
Item of Work N - CEQA IS/MND & NEPA Documentation	\$ 9,268.00
Item of Work O - Project Management, Meetings and Coordination	\$ 11,589.00
Item of Work P - Permit Applications	\$ 8,942.00
Item of Work Q - Environmental Commitments Record	\$ 2,588.00
Item of Work R - Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring	\$ 16,230.00
	<u>Labor Subtotal</u> \$ 119,440.00
	Prime Direct Cost \$ 5,550.00
	Prime Costs \$ 124,990.00

Subconsultants:

Tremaine & Associates, Inc.

Item of Work G - Archaeological Survey Report \$ 10,198.00

Mead and Hunt, Inc.

Item of Work H - Historic Resource Evaluation Report \$ 9,212.00

Item of Work I - Historic Property Survey Report and Finding of Effect \$ 8,780.00

Bollard Acoustical Consultants, Inc.

Item of Work L - Traffic Noise Analysis \$ 11,500.00

Subconsultant Direct Cost \$ 1,238.00

Total Proposed Project 77122 Contract Budget Cost Estimate \$ 165,918.00

Silver Fork Road @ South Fork American River - Bridge Replacement Project (77124)

Scope of Work

Item of Work A - Preliminary Environmental Study	\$ 3,154.00
Item of Work B - Area of Potential Effects Maps	\$ 2,624.00
Item of Work C - Natural Environment Study Report	\$ 15,796.00
Item of Work D - Wetlands Study	\$ 8,002.00
Item of Work E - Biological Assessment	\$ 16,068.00
Item of Work F - Resource Agency Permit Related Coordination	\$ 5,268.00
Item of Work G - Archaeological Survey Report	\$ 1,214.00
Item of Work H - Historic Resource Evaluation Report	\$ 1,404.00
Item of Work I - Historic Property Survey Report and Finding of Effect	\$ 742.00
Item of Work J - Section 4(f) Temporary Occupancy or De Minimis Documentation	\$ 8,616.00
Item of Work K - Air Quality Study	\$ 2,533.00
Item of Work L - Traffic Noise Analysis	\$ 742.00
Item of Work M - Abbreviated Visual Impact Assessment	\$ 4,660.00
Item of Work N - CEQA IS/MND & NEPA Documentation	\$ 9,268.00
Item of Work O - Project Management, Meetings and Coordination	\$ 11,589.00
Item of Work P - Permit Applications	\$ 8,942.00
Item of Work Q - Environmental Commitments Record	\$ 2,588.00
Item of Work R - Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring	\$ 16,230.00
	<u>Labor Subtotal \$ 119,440.00</u>
	<u>Prime Direct Cost \$ 5,550.00</u>
	Prime Costs \$ 124,990.00

Subconsultants:

Tremaine & Associates, Inc.

Item of Work G - Archaeological Survey Report \$ 10,198.00

Mead and Hunt, Inc.

Item of Work H - Historic Resource Evaluation Report \$ 9,212.00

Item of Work I - Historic Property Survey Report and Finding of Effect \$ 8,780.00

Bollard Acoustical Consultants, Inc.

Item of Work L - Traffic Noise Analysis \$ 11,500.00

Subconsultant Direct Cost \$ 1,238.00

Total Proposed Project 77124 Contract Budget Cost Estimate \$ 165,918.00

Hazel Valley Road @ EID Canal - Bridge Replacement Project (77125)

Scope of Work

Item of Work A - Preliminary Environmental Study \$ 3,154.00

Item of Work B - Area of Potential Effects Maps \$ 2,624.00

Item of Work C - Natural Environment Study Report \$ 15,796.00

Item of Work D - Wetlands Study \$ 8,002.00

Item of Work E - Biological Assessment \$ 16,068.00

Item of Work F - Resource Agency Permit Related Coordination \$ 5,268.00

Item of Work G - Archaeological Survey Report \$ 1,214.00

Item of Work H - Historic Resource Evaluation Report \$ 458.25

Item of Work I - Historic Property Survey Report and Finding of Effect \$ 742.00

Item of Work J - Section 4(f) Temporary Occupancy or De Minimis Documentation \$ 8,616.00

Item of Work K - Air Quality Study \$ 2,533.00

Item of Work L - Traffic Noise Analysis \$ 742.00

Item of Work M - Abbreviated Visual Impact Assessment \$ 4,660.00

Item of Work N - CEQA IS/MND & NEPA Documentation \$ 9,268.00

Item of Work O - Project Management, Meetings and Coordination \$ 11,589.00

Item of Work P - Permit Applications \$ 8,942.00

Item of Work Q - Environmental Commitments Record \$ 2,588.00

Item of Work R - Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring \$ 16,230.00

Labor Subtotal \$ 118,494.25

Prime Direct Cost \$ 5,550.00

Prime Costs \$ 124,044.25

Subconsultants:

Tremaine & Associates, Inc.

Item of Work G - Archaeological Survey Report \$ 10,198.00

Mead and Hunt, Inc.

Item of Work H - Historic Resource Evaluation Report	\$ 2,401.00
Item of Work I - Historic Property Survey Report and Finding of Effect	\$ 8,780.00
<u>Bollard Acoustical Consultants, Inc.</u>	
Item of Work L - Traffic Noise Analysis	\$ 11,500.00
Subconsultant Direct Cost	\$ 1,238.00
Total Proposed Project 77125 Contract Budget Cost Estimate	\$ 158,161.25
Total Proposed Project Specific (77122, 77124 and 77125)	
Contract Budget Cost Estimate	\$ 489,997.25
Optional Tasks Estimate	<u>\$ 50,000.00</u>
Total Proposed Contract Budget Cost Estimate	\$ 539,997.25

*All amounts and their distribution among Items of Work and Prime Direct Costs are estimates only. This Cost Estimate represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the amounts listed herein among the various Items of Work and Prime Direct Costs identified herein (not including subconsultants) subject to the Contract Administrator's written approval. Consultant may request to reallocate the amounts listed above for its subconsultants among each individual subconsultant's Items of Work (Subconsultant Direct Cost) and not among the various subconsultants, subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of the individual project scopes of work be exceeded, nor shall the amount allocated for Optional Tasks be exceeded, nor shall the total not-to-exceed dollar amount of the Agreement be exceeded.

The attached pages 5 through 7 provide additional budget detail for the Projects.

Sycamore Environmental Consultants, Inc.

PROJECT NO. 77122, NEWTOWN ROAD AT SOUTH FORK OF WEBER CREEK - BRIDGE REPLACEMENT

ITEMS OF WORK	PRIME CONTRACTOR STAFFING										TOTAL PRIME COST	SUBCONSULTANTS			TOTAL SUBCONSULTANT COST	TOTAL COST
	Consulting Scientist	Supervising Planner	Principal Scientist	Senior Scientist	Senior Planner I	Associate Biologist II	CAD/GIS Operator II	Senior QA/QC	Administrative I	Tremaine & Associates, Inc.		Mead and Hunt, Inc.	Bollard Acoustical Consultants, Inc.			
	\$ 170.00	\$ 125.00	\$ 111.00	\$ 106.00	\$ 95.00	\$ 86.00	\$ 86.00	\$ 76.00	\$ 52.00							
ITEM OF WORK DESCRIPTION	See Note 1 Below															
A Preliminary Environmental Study		6	8		4	12			2					\$0.00	\$3,154.00	
B Area of Potential Effects Maps		6	2			8		10	2					\$0.00	\$2,624.00	
C Natural Environment Study Report	4	12	16	40		60	20	4	8					\$0.00	\$15,796.00	
D Wetlands Study		6	4	12		32	24	4	8					\$0.00	\$8,002.00	
E Biological Assessment	2	12	12	24		80	32	4	8					\$0.00	\$16,068.00	
F Resource Agency Permit Related Coordination		16	4	20		4			2	4				\$0.00	\$5,268.00	
G Archaeological Survey Report		6	2			2			1					\$10,198.00	\$11,412.00	
H Historic Resource Evaluation Report		6	2			4			1			\$9,212.00		\$9,212.00	\$10,616.00	
I Historic Property Survey Report and Finding of Effect		4				2			1			\$8,780.00		\$8,780.00	\$9,522.00	
J Section 4(f) Temporary Occupancy or De Minimis Documentation		24	16		32		6	1	4					\$0.00	\$8,616.00	
K Air Quality Study		4	3		16			1	2					\$0.00	\$2,533.00	
L Traffic Noise Analysis		4			2				1				\$11,500.00	\$11,500.00	\$12,242.00	
M Abbreviated Visual Impact Assessment		6	12		18		8	1	2						\$4,660.00	
N CEQA IS/MND & NEPA Documentation		20	24		32		4	4	8						\$9,268.00	
O Project Management, Meetings and Coordination		48	24	11	11	1	4	1	4						\$11,589.00	
P Permit Applications		16	40		14		10		6						\$8,942.00	
Q Environmental Commitments Record		8	12						2						\$2,588.00	
R Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring		10				167	3	2	4						\$16,230.00	
															\$0.00	
															\$0.00	
SUB-TOTAL HOURS	6	214	181	107	137	364	121	26	68							
PRIME LABOR COST	\$ 1,020.00	\$ 26,750.00	\$ 20,091.00	\$ 11,342.00	\$ 13,015.00	\$ 31,304.00	\$ 10,406.00	\$ 1,976.00	\$ 3,536.00	\$ 119,440.00					\$119,440.00	
PRIME DIRECT COST										\$5,550.00					\$5,550.00	
TOTAL PRIME COST										\$124,990.00					\$124,990.00	
SUBCONSULTANT LABOR COST											\$10,198.00	\$17,992.00	\$11,500.00	\$39,690.00	\$39,690.00	
SUBCONSULTANT DIRECT COST											\$590.00	\$398.00	\$250.00	\$1,238.00	\$1,238.00	
SUBCONSULTANT MARK UP										\$0.00					\$0.00	
NOT-TO-EXCEED TOTALS										\$ 124,990.00	\$10,788.00	\$18,390.00	\$11,750.00	\$40,928.00	\$165,918.00	

1 The not-to-exceed amount under AGMT # 11-53271 for Project No. 77122 is \$165,918.

2 The positions identified above are those anticipated to be required to perform the services contemplated. If the services performed require other expertise, Consultant may utilize any of the positions listed in Exhibit B, Fee Schedule of AGMT # 11-53271, so long as the not-to-exceed amount of Project No. 77122 is not exceeded and subject to Contract Administrator's written approval.

11-1213.B.49

Sycamore Environmental Consultants, Inc.

PROJECT NO. 77124, SILVER FORK ROAD AT SOUTH FORK AMERICAN RIVER - BRIDGE REPLACEMENT

ITEMS OF WORK	PRIME CONTRACTOR STAFFING										TOTAL PRIME COST	SUBCONSULTANTS			TOTAL SUBCONSULTANT COST	TOTAL COST
	Consulting Scientist	Supervising Planner	Principal Scientist	Senior Scientist	Senior Planner I	Associate Biologist II	CAD/GIS Operator II	Senior QA/QC	Administrative I	Tremaine & Associates, Inc.		Mead and Hunt, Inc.	Bolland Acoustical Consultants, Inc.			
ITEM OF WORK DESCRIPTION	\$ 170.00	\$ 125.00	\$ 111.00	\$ 106.00	\$ 95.00	\$ 86.00	\$ 86.00	\$ 76.00	\$ 52.00				See Note	Below		
A Preliminary Environmental Study		6	8		4	12			2	\$3,154.00					\$0.00	\$3,154.00
B Area of Potential Effects Maps		6	2			8	10		2	\$2,624.00					\$0.00	\$2,624.00
C Natural Environment Study Report	4	12	16	40		60	20	4	8	\$15,796.00					\$0.00	\$15,796.00
D Wetlands Study		6	4	12		32	24	4	8	\$8,002.00					\$0.00	\$8,002.00
E Biological Assessment	2	12	12	24		80	32	4	8	\$16,068.00					\$0.00	\$16,068.00
F Resource Agency Permit Related Coordination		16	4	20		4			4	\$5,268.00					\$0.00	\$5,268.00
G Archaeological Survey Report		6	2		2				1	\$1,214.00	\$10,198.00				\$10,198.00	\$11,412.00
H Historic Resource Evaluation Report		6	2		4				1	\$1,404.00					\$9,212.00	\$10,616.00
I Historic Property Survey Report and Finding of Effect		4			2				1	\$742.00		\$9,212.00		\$8,780.00	\$9,522.00	\$10,616.00
J Section 4(f) Temporary Occupancy or De Minimis Documentation		24	16		32		6	1	4	\$8,616.00					\$0.00	\$8,616.00
K Air Quality Study		4	3		16			1	2	\$2,533.00					\$0.00	\$2,533.00
L Traffic Noise Analysis		4			2				1	\$742.00					\$0.00	\$742.00
M Abbreviated Visual Impact Assessment		6	12		18		8	1	2	\$4,660.00					\$0.00	\$4,660.00
N CEQA IS/MND & NEPA Documentation		20	24		32		4	4	8	\$9,268.00					\$0.00	\$9,268.00
O Project Management, Meetings and Coordination		48	24	11	11	1	4	1	4	\$11,589.00					\$0.00	\$11,589.00
P Permit Applications		16	40		14		10		6	\$8,942.00					\$0.00	\$8,942.00
Q Environmental Commitments Record		8	12						2	\$2,588.00					\$0.00	\$2,588.00
R Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring		10				167	3	2	4	\$16,230.00					\$0.00	\$16,230.00
										\$0.00					\$0.00	\$0.00
										\$0.00					\$0.00	\$0.00
SUB-TOTAL HOURS	6	214	181	107	137	364	121	26	68							
PRIME LABOR COST	\$ 1,020.00	\$ 26,750.00	\$ 20,091.00	\$ 11,342.00	\$ 13,015.00	\$ 31,304.00	\$ 10,406.00	\$ 1,976.00	\$ 3,536.00	\$ 119,440.00					\$ 119,440.00	\$ 119,440.00
PRIME DIRECT COST										\$5,550.00					\$5,550.00	\$5,550.00
TOTAL PRIME COST										\$ 124,990.00					\$ 124,990.00	\$ 124,990.00
SUBCONSULTANT LABOR COST											\$10,198.00	\$17,992.00	\$11,500.00		\$39,690.00	\$39,690.00
SUBCONSULTANT DIRECT COST											\$590.00	\$398.00	\$250.00		\$1,238.00	\$1,238.00
SUBCONSULTANT MARK UP										\$0.00					\$0.00	\$0.00
NOT-TO-EXCEED TOTALS										\$ 124,990.00	\$10,788.00	\$18,390.00	\$11,750.00		\$40,928.00	\$165,918.00

1 The not-to-exceed amount under AGMT # 11-53271 for Project No. 77124 is \$165,918.

2 The positions identified above are those anticipated to be required to perform the services contemplated. If the services performed require other expertise, Consultant may utilize any of the positions listed in Exhibit B, Fee Schedule of AGMT # 11-53271, so long as the not-to-exceed amount of Project No. 77124 is not exceeded and subject to Contract Administrator's written approval.

11-1213.B.50

Sycamore Environmental Consultants, Inc.

PROJECT NO. 77125, HAZEL VALLEY ROAD AT EID CANAL - BRIDGE REPLACEMENT

ITEMS OF WORK	PRIME CONTRACTOR STAFFING										TOTAL PRIME COST	SUBCONSULTANTS			TOTAL SUBCONSULTANT COST	TOTAL COST
	Consulting Scientist	Supervising Planner	Principal Scientist	Senior Scientist	Senior Planner I	Associate Biologist II	CAD/GIS Operator II	Senior QA/QC	Administrative I	Tremaine & Associates, Inc.		Mead and Hunt, Inc.	Bollard Acoustical Consultants, Inc.			
ITEM OF WORK DESCRIPTION	\$ 170.00	\$ 125.00	\$ 111.00	\$ 106.00	\$ 95.00	\$ 86.00	\$ 86.00	\$ 76.00	\$ 52.00				See Note 1 Below			
A Preliminary Environmental Study		6	8		4	12			2						\$0.00	\$3,154.00
B Area of Potential Effects Maps		6	2			8		10	2						\$0.00	\$2,624.00
C Natural Environment Study Report	4	12	16	40		60	20	4	8						\$0.00	\$15,796.00
D Wetlands Study		6	4	12		32	24	4	8						\$0.00	\$8,002.00
E Biological Assessment	2	12	12	24		80	32	4	8						\$0.00	\$16,068.00
F Resource Agency Permit Related Coordination		16	4	20		4			2	4					\$0.00	\$5,268.00
G Archaeological Survey Report		6	2		2					1		\$10,198.00			\$10,198.00	\$11,412.00
H Historic Resource Evaluation Report		3.25								1			\$2,401.00		\$2,401.00	\$2,859.25
I Historic Property Survey Report and Finding of Effect		4			2					1			\$8,780.00		\$8,780.00	\$9,522.00
J Section 4(f) Temporary Occupancy or De Minimis Documentation		24	16		32		6	1	4						\$0.00	\$8,616.00
K Air Quality Study		4	3		16				1	2					\$0.00	\$2,533.00
L Traffic Noise Analysis		4			2					1						\$742.00
M Abbreviated Visual Impact Assessment		6	12		18		8	1	2							\$4,660.00
N CEQA IS/MND & NEPA Documentation		20	24		32		4	4	8							\$9,268.00
O Project Management, Meetings and Coordination		48	24	11	11	1	4	1	4				\$11,500.00		\$11,500.00	\$11,589.00
P Permit Applications		16	40		14				10							\$8,942.00
Q Environmental Commitments Record		8	12						2	2						\$2,588.00
R Preconstruction Surveys, Biological Resources and/or Cultural Resources Education Program and Construction Monitoring		10				167		3	2	4						\$16,230.00
																\$0.00
																\$0.00
SUB-TOTAL HOURS	6	211.25	179	107	133	364	121	26	68							
PRIME LABOR COST	\$ 1,020.00	\$ 26,406.25	\$ 19,869.00	\$ 11,342.00	\$ 12,635.00	\$ 31,304.00	\$ 10,406.00	\$ 1,976.00	\$ 3,536.00	\$ 118,494.25						\$118,494.25
PRIME DIRECT COST										\$5,550.00						\$5,550.00
TOTAL PRIME COST										\$ 124,044.25						\$124,044.25
SUBCONSULTANT LABOR COST											\$10,198.00	\$11,181.00	\$11,500.00	\$32,879.00		\$32,879.00
SUBCONSULTANT DIRECT COST											\$590.00	\$398.00	\$250.00	\$1,238.00		\$1,238.00
SUBCONSULTANT MARK UP																\$0.00
NOT-TO-EXCEED TOTALS										\$ 124,044.25	\$10,788.00	\$11,579.00	\$11,750.00	\$34,117.00		\$158,161.25

1 The not-to-exceed amount under AGMT # 11-53271 for Project No. 77125 is \$158,161.25.

2 The positions identified above are those anticipated to be required to perform the services contemplated. If the services performed require other expertise, Consultant may utilize any of the positions listed in Exhibit B, Fee Schedule of AGMT # 11-53271, so long as the not-to-exceed amount of Project No. 77125 is not exceeded and subject to Contract Administrator's written approval.

11-1213.B.51

Sycamore Environmental Consultants, Inc.

Exhibit E

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Vice President and duly authorized representative of the firm of Sycamore Environmental Consultants, Inc., whose address is 6355 Riverside Boulevard, Suite C, Sacramento, California 95831, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement; nor

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

2 May 2012
(Date)

Jeffery J. Little
Jeffery J. Little
Vice President

Sycamore Environmental Consultants, Inc.

Exhibit F

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Interim Director of Transportation of the County of El Dorado, and that the consulting firm of Sycamore Environmental Consultants, Inc. or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

4/27/12
(Date)

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

Exhibit G

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS) FORM (Revised 6/27/09)**

TO SUCCESSFUL PROPOSER: EXCEPT AS NOTED BELOW FILL IN THE INFORMATION ON THE DBE INFORMATION FORM AND SUBMIT FORM TO COUNTY AS NOTED BELOW

The form requires specific information regarding the consultant agreement: Local Agency, Location, Project Description, Total Contract Amount, and Successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces. The DBE shall provide a certification number to the prime consultant. Enter the DBE prime consultant, as applicable, and subconsultant certification numbers. The form has a column for the Name of Certified DBEs to perform the work (must be certified on the date the proposal is due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount as the total of all items in the Dollar Amount of Each DBE column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE in this column.) See Notice to Proposers Disadvantaged Business Enterprise (DBE) Information to determine how to count the participation of DBE firms. Enter the Total % of DBE as a percentage of the total contract amount.

Local Agency Proposer DBE Information (Consultant Contracts) form must be signed and dated by the successful proposer and submitted with executed contract to County. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, local agencies should complete the Contract Number, Federal-aid Project Number, Federal share, and Contract Award Date fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of agreement execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the District Local Assistance Engineer signs and dates the form.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 (DBE), FIRST-TIER SUBCONSULTANTS**

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY				CONTRACT COMPLETION DATE		
PRIME CONSULTANT				BUSINESS ADDRESS						ESTIMATED CONTRACT AMOUNT \$		
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT	
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
				\$	\$	\$	\$	\$	\$			
ORIGINAL COMMITMENT										BA- Black American APA- Asian-Pacific Islander NA-Native American W-Woman		
\$ _____ UDBE			TOTAL	\$	\$	\$	\$	\$				

List all First-Tier Subconsultants, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit.
 If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONSULTANT REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
DOT PROJECT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:
 Copy Distribution-Local Agency contracts:

Original - District Construction
Original - District Local Assistance Engineer
 (submitted with the Report of Expenditure)

Copy- Business Enterprise Program
Copy- District Local Assistance Engineer

Copy- Consultant
Copy- Local Agency file

11-1213.B.56

INSTRUCTIONS

This form has three columns for entering the dollar value for the item(s) of work performed or provided by the firm. The Non-DBE column is used to enter the dollar value of work performed by first-tier subcontracting firms who are not certified DBE. The DBE column is used to enter the dollar value of work performed by firms that do not fall into the UDBE category as defined below. The UDBE column is used to enter the dollar value of work performed by firms who fall under one of the following underutilized groups:

- Black American
- Asian Pacific American
- Native American
- Women

DBE and UDBE prime consultants are required to show the corresponding dollar value of work performed by their own forces.

To confirm the certification status of a DBE and UDBE, access the Department of Transportation, Office of Civil Rights website at http://www.dot.ca.gov/hq/bep/find_certified.htm or call toll free (866) 810-6346 or (916) 324-1700.

If a consultant performing work as a DBE and UDBE on the project becomes decertified and still performs work after the decertification date, enter the total value performed by this consultant under the appropriate DBE and UDBE identification column. If a sub-consultant performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column. Any changes to DBE certification must also be submitted on Form CEM-2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime consultant made the "final payment" to the firm for the portion of work listed as being completed). DBE and UDBE prime consultants are required to show the date of work performed by their own forces.

The consultant and the project engineer sign and date the form indicating that the information provided is complete and correct.

COMMENT SECTION

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Sycamore Environmental Consultants, Inc., will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Sycamore Environmental Consultants, Inc. will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sycamore Environmental Consultants, Inc. shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Sycamore Environmental Consultants, Inc., its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Sycamore Environmental Consultants, Inc.'s contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Sycamore Environmental Consultants, Inc. shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Sycamore Environmental Consultants, Inc. will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Sycamore Environmental Consultants, Inc. was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and

determined that Sycamore Environmental Consultants, Inc. has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Sycamore Environmental Consultants, Inc. and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Sycamore Environmental Consultants, Inc. the difference between the price named in the Agreement and the actual cost thereof to County to cure Sycamore Environmental Consultants, Inc.'s breach of this Agreement.

Sycamore Environmental Consultants, Inc.

Exhibit I

NONDISCRIMINATION ASSURANCES

Sycamore Environmental Consultants, Inc. hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. Sycamore Environmental Consultants, Inc. hereby gives assurance that Sycamore Environmental Consultants, Inc. will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Sycamore Environmental Consultants, Inc. hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Sycamore Environmental Consultants, Inc. agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Sycamore Environmental Consultants, Inc. shall insert the following notification in all solicitations for proposals for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Sycamore Environmental Consultants, Inc. hereby notifies all proposers that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Sycamore Environmental Consultants, Inc. shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

Sycamore Environmental Consultants, Inc.

Exhibit I

5. That where Sycamore Environmental Consultants, Inc. receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Sycamore Environmental Consultants, Inc. receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Sycamore Environmental Consultants, Inc. shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Sycamore Environmental Consultants, Inc. with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and

Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Sycamore Environmental Consultants, Inc. for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Sycamore Environmental Consultants, Inc. or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Sycamore Environmental Consultants, Inc. retains ownership or possession of the property.

9. That Sycamore Environmental Consultants, Inc. shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Sycamore Environmental Consultants, Inc., other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Sycamore Environmental Consultants, Inc. agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

Sycamore Environmental Consultants, Inc.

Exhibit I

11. Sycamore Environmental Consultants, Inc. shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted agreement or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Sycamore Environmental Consultants, Inc. shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State assisted agreements. County's DBE Program Implementation Agreement is incorporated by reference in this Agreement. Implementation of this Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to County of its failure to carry out its approved DBE Program Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Sycamore Environmental Consultants, Inc., other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

Sycamore Environmental Consultants, Inc.

Appendix A to Exhibit I

During the performance of this Agreement, Sycamore Environmental Consultants, Inc., for itself, its assignees and successors in interest (hereinafter collectively referred to as "Consultant") agrees as follows:

(1) **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the Regulations.

(3) **Solicitations for Sub-agreements, including procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Consultant was made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Consultant shall take such action with respect to any sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Sycamore Environmental Consultants, Inc.

Appendix B to Exhibit I

(NOT USED)

Sycamore Environmental Consultants, Inc.

Appendix C to Exhibit I

(NOT USED)

Sycamore Environmental Consultants, Inc.

Appendix D to Exhibit I

(NOT USED)

Sycamore Environmental Consultants, Inc.

Exhibit J

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.