

ORIGINAL

Sycamore Environmental Consultants, Inc.
Development of Routine Maintenance Agreement with
California Department of Fish and Wildlife

AGREEMENT FOR SERVICES #4976

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 the development of a Routine Maintenance Agreement (RMA) with the California Department of Fish and Wildlife (CDFW) to protect the structural and functional integrity of existing water conveyance infrastructure, within or affecting waterways throughout County;

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 state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), 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: Consultant agrees to furnish personnel, equipment, and services necessary to develop a RMA with the CDFW as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, Consultant agrees to:

- (1) Provide deliverables for the specific items of work under the Scope of Work;
- (2) Prepare deliverables using the software described in this Article;
- (3) Submit deliverables in accordance with the timeframes and formats specified in Exhibit A. The County's Contract Administrator or designee may, in writing (which may consist of an email) adjustments to the completion times specified in Exhibit A.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with Tasks 1 through 5 identified in Exhibit A. Consultant shall not commence work on Task 6 until receiving an authorization to proceed from County's Contract Administrator, or designee (may consist of an email).

County shall not provide payment for any work performed prior to the effective date of the Agreement.

In addition to the specific tasks and services identified in Exhibit A, this Agreement may also include Optional Tasks. Such Optional Tasks may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

The specific services for each Optional Task assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific Consultant staff to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator 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, which shall require written approval, authorization, and written notification to proceed (may consist of an email) from County's Contract Administrator, prior to commencement of the work. County shall not provide payment for any Optional Task assignment performed prior to approval.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. 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 Contract Administrator.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A unless prior written

approval is provided by County's Contract Administrator, or designee. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

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

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amounts for each Task are described in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C, represent the composition of the total not-to-exceed budget for the various Tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C, among the various Scope of Work tasks, Optional Tasks, and Other Direct Costs, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$132,118.94, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of Article V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to

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

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Julie Millard
Department Analyst

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 payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator to determine if Consultant is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Consultant's services and deliverables adhere to current County requirements applicable to the project, as determined by County's Contract Administrator, and Consultant shall modify its work if the County's Contract Administrator determined it is necessary to meet current County requirements applicable to the project.

Consultant shall include in a progress report the total number of hours worked by Consultant; descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period.

ARTICLE VI

Standards of Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with:

(1) County guidelines;

(2) 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), September 13, 1982,) including all NEPA guidelines and related regulations;

(3) The California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. Seq., including CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. Seq.), such that the work will result in NEPA and CEQA certifiable environmental documents.

(4) All other applicable statutes, regulations, and procedures.

All of Consultant's services and deliverables must adhere to current County requirements applicable to the project and shall be made available to County for review and approval at the appropriate stages specified in Exhibit A or upon request by County's Contract Administrator.

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, 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 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 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 Contract Administrator. 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 and deliverables provided under this Agreement.

ARTICLE VIII

Consultant's Project Manager: Consultant designates Jeffery Little, Vice President, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, 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 and operations including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel.

ARTICLE IX

Prevailing Wage: If applicable, County requires Consultant's services on public works project(s) involving local, State and/or Federal funds to which prevailing wage requirements may apply to pay and require payment of wages according to a scale of prevailing wage rates determined by California law. As a consequence, Consultant shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable Federal and State provisions, the higher prevailing wage rate shall apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the County in which the work is to be done. Consultant shall comply with all wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, & 1813. Changes, if any, to the general prevailing wage rates will be available at the same location. Federal minimum wage rates are determined by the United States Secretary of Labor.

As required under the provisions of Labor Code Section 1776, Consultant shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the local branch office of the Consultant.

ARTICLE X

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

ARTICLE XI

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 XII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now

exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal 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

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVII

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. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- 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 immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. 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 total amount of the Agreement. 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.

ARTICLE XVIII

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.: Rafael Martinez
Director

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

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 Little
Vice President

or to such other location as Consultant directs.

ARTICLE XIX

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XX

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and

volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXI

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 and a \$2,000,000 aggregate limit.
- 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 or professional consultant 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 agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and

Consultant agrees that no work or services shall be performed prior to the giving of such approval. 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.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to 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 in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XXII

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 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 XXIII

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

ARTICLE XXIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE XXV

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and

applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXVI

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

ARTICLE XXVII

County Payee Data Record Form: All independent Consultants 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 Payee Data Record Form with County.

ARTICLE XXVIII

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, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

Licenses: Consultant hereby represents and warrants that Consultant has all the applicable licenses, permits, and certifications that are legally required for Consultant to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXX

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 XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Rafael Martinez, Director, Department of Transportation, or successor.

ARTICLE XXXII

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 XXXIII

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

ARTICLE XXXIV

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXVI

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 9/1/2020

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 9/1/2020

--SYCAMORE ENVIRONMENTAL
CONSULTANTS, INC.--

By: 
Jeffery J. Little
Vice President
"Consultant"

Dated: 7/7/2020

By: 
Cynthia L. Little
Secretary/Treasurer

Dated: 7/7/2020

Sycamore Environmental Consultants, Inc.

Exhibit A

Scope of Work

PROJECT DESCRIPTION

Consultant shall develop a Routine Maintenance Agreement (RMA) between County and the California Department of Fish and Wildlife (CDFW) to protect the structural and functional integrity of existing water conveyance infrastructure, within or affecting waterways throughout unincorporated El Dorado County, both West Slope and South Lake Tahoe. The RMA would establish an agreement authorizing the Department of Transportation (DOT) to perform routine maintenance activities on a proactive and as-needed basis within areas of CDFW jurisdiction in order to comply with CDFW Code Section 1602. Examples of the types of routine maintenance and repair activities that would be covered by the RMA with CDFW may include culvert repair, replacement and maintenance, debris and obstruction removal (including beaver dams), hazardous structures and vessels, vegetation and erosion control/management, bank stabilization and overbank maintenance, road maintenance, minor bridge maintenance, maintenance dredging, maintenance of existing recreational facilities, and maintenance of storm drain outlets and/or water diversion structures.

SCOPE OF SERVICES

Task 1 – Project Management, Administration, and Environmental Coordination

Consultant shall coordinate as requested with County to obtain or exchange data and support County's effort to secure the RMA. Consultant shall participate in up to three (3) in-person project meetings, public meetings, up to fifteen (15) teleconference calls, and other services as requested by County.

Task 2 – Routine Maintenance Agreement Scoping and Project Description

Consultant shall prepare a written Draft Project Description including descriptions of and definitions for routine maintenance activities and projects that shall be covered by the RMA for County review and comment. Upon receipt of County comments, Consultant shall make appropriate revisions and submit a written Final Project Description.

Consultant shall prepare a Project Area Map through the development of maps using existing watershed boundary data and other relevant data that shall aid in the implementation of the RMA. The maps shall also identify to the extent feasible all currently mapped County water conveyance structures included in the project. Consultant shall submit a Draft Project Area Map for County review and comment. Upon receipt of County comments, Consultant shall make appropriate revisions and submit a Final Project Area Map.

Deliverables:

- One (1) written Draft Project Description within eight (8) weeks of receipt of fully-executed Agreement
- One (1) written Final Project Description within eight (8) weeks of receipt of County comments
- One (1) written Draft Project Area Map within four (4) weeks of the receipt of fully-executed Agreement
- One (1) written Final Project Area Map within two (2) weeks of receipt of County comments

Task 3 – Biological Resources Report

Consultant shall prepare a Biological Resources Report which summarizes the existing biological data on aquatic resources (lakes and streams) to be covered under the RMA. The report shall discuss special-status plant or wildlife species, or sensitive habitats that may be located within the areas covered by the RMA. Consultant shall coordinate with applicable resource agencies, as necessary, to obtain information for inclusion in the report and conduct one (1) general site/survey visit to document common habitat and feature types. The report shall include a query of the California Natural Diversity Database (CNDDDB) for a list of special-status species and habitats that occur in the vicinity of the project site, obtaining a list from the U.S. Fish and Wildlife Service (USFWS) of federal-listed species that could occur in the area and review of Tahoe Regional Planning Agency (TRPA) Regional Plans and US Forest Service Lake Tahoe Basin Management Unit, and other documents. The report shall include summary tables and cross references for convenient access for County and CDFW staff.

Consultant shall submit a Draft Biological Resources Report for County review and comment.

Upon receipt of comments, Consultant shall make appropriate revisions and submit a Final Biological Resources Report.

Deliverables:

- One (1) written Draft Biological Resources Report within eight (8) weeks of the completion of Task 2
- One (1) written Final Biological Resources Report within two (2) weeks of receipt of County comments

Task 4 – California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration

Consultant shall prepare an Administrative Draft Initial Study/Mitigated Negative Declaration (ISMND) using County's format. The document shall summarize the results

of the information provided under Tasks 2 and 3, document the project purpose and need, and summarize the public outreach process conducted as part of the environmental compliance.

Consultant shall coordinate with County to address Assembly Bill (AB) 52 notification and consultation.

Consultant shall coordinate and consult with Native American tribes regarding certain types of maintenance projects, as necessary. Consultant shall prepare draft consultation initiation letters for County review and edits. County will be responsible for printing and distributing letters, as well as, informing Consultant of any responses.

Consultant shall circulate the Administrative Draft IS/MND for public comment, track and develop responses to comments, and prepare a Public Circulation Draft IS/MND with responses to comments and submit Final IS/MND to State Clearinghouse.

Consultant shall prepare and publish the Notice of Intent to Adopt.

Consultant shall prepare the Notice of Determination and Mitigation Monitoring Plan.

Deliverables:

- One (1) written Administrative Draft IS/MND within four (4) weeks of the completion of Task 3
- Draft consultation initiation letters to Native American tribes, as needed
- One (1) written Public Circulation Draft IS/MND within three (3) weeks of receipt of public comments
- One (1) written Final IS/MND with responses to public comments
- One (1) Notice of Intent to Adopt
- One (1) Notice of Determination
- One (1) Mitigation Monitoring Plan

Task 5 - Routine Maintenance Agreement Application and Negotiation

Consultant shall prepare a Draft and Final RMA application package using the Standard CDFW Notification of Lake or Streambed Alteration including completion of Attachment D for Routine Maintenance. The biological and cultural mitigation measures from the CEQA document shall be included in the RMA application documentation.

CDFW typically requires the permittee complete, submit, and get approval of a Verification Request Form (VRF) for each maintenance activity prior to implementation. Consultant shall prepare a training handout which provides a summary of the Verification Request Form (VRF)/ Annual Work Plan process.

Consultant shall submit a Draft Training Handout for County review and comment.

Upon receipt of comments, Consultant shall make appropriate revisions and submit a Final Training Handout.

Deliverables:

- One (1) written Draft RMA application package within four (4) weeks of the completion of Task 4
- One (1) written Final RMA application package within two (2) weeks of CEQA document being adopted
- Two (2) hardcopies and one (1) electronic copy of Draft Training Handout within four (4) weeks of CDFW's approval of the RMA
- Three (3) hardcopies and one (1) electronic copy of Final Training Handout within one (1) week of receipt of County comments

Optional Tasks

Consultant shall conduct biological field surveys or other tasks as requested by County.

Sycamore Environmental Consultants, Inc.

Exhibit B

Rate Schedule

<u>CLASSIFICATION</u>	<u>RATE/HR</u>
Consulting Planner	\$185.53
Principal Scientist/Ecologist	\$166.02
Senior Biologist III	\$158.39
Associate Biologist III	\$129.11
Associate Biologist II	\$117.17
CAD/GIS Analyst II	\$130.19
Principal QA/QC	\$131.28
Administrative II	\$91.16

REIMBURSEABLE EXPENSE RATES

<u>Expense</u>	<u>Cost</u>
Postage and Reproduction	At cost
Equipment Rental and Supplies	At cost
Permit Fees	At cost
Other direct costs	At cost
Subcontractors	At cost

Sycamore Environmental Consultants, Inc.

Exhibit C

Cost Proposal

<u>Item of Work</u>		<u>Cost</u>
Task 1 – Project Management, Administration, and Environmental Coordination	\$	26,462.05
Task 2 – Routine Maintenance Agreement Scoping and Project Description	\$	25,135.59
Task 3 – Biological Resources Report	\$	30,066.57
Task 4 – California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration	\$	25,070.79
Task 5 – Routine Maintenance Agreement Application and Negotiation	\$	18,235.40
	Consultant's Subtotal	\$ 124,979.40
Optional Tasks	\$	5,934.55
	Other Direct Costs	\$ 1,214.00
	Not-to-Exceed Total	\$ 132,118.94

All expenses and their distribution among Tasks are estimates only. This Exhibit 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 expenses listed herein among the various Tasks, Optional Tasks, and Other Direct Costs identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.