

Sycamore Environmental Consultants, Inc.

**CEQA/NEPA Environmental Compliance and Permitting for the Green Valley Road
at Mound Springs Creek and Green Valley Road at Indian Creek – Bridge
Replacement Projects**

AGREEMENT FOR SERVICES #450-S1611

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 Community Development Agency, with California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Environmental Compliance and Permitting for the Green Valley Road at Mound Springs Creek and Green Valley Road at Indian Creek Bridge Replacement Projects;

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 the Green Valley Road at Mound Springs Creek and Green Valley Road at Indian Creek – Bridge Replacement Projects (hereinafter collectively referred to as "Project").
- B. 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 and vehicles necessary to perform environmental and other associated services including, 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.

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 Exhibit A as specified therein, shall be prepared using the software described in Section D of this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with the written approval (may consist of an email) of COUNTY's Contract Administrator or designee.

Unless otherwise indicated, receipt of the fully executed Agreement shall serve as CONSULTANT's Notice to Proceed with the work specified in Exhibit A, not including Supplemental Tasks. No payment will be made for any work performed prior to the effective date of the Agreement.

- C. In addition to the specific services identified in Exhibit A, this Agreement may also include Supplemental Tasks. Such Supplemental 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.

Before proceeding with any work concerning Supplemental Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Notices to Proceed. The work within Supplemental Tasks will be assigned in individual Task Orders and/or Work Orders to be issued in accordance with this Agreement.

The specific services for each Supplemental 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, subconsultants, if applicable, any necessary permits, 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 Supplemental Tasks, 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 written Task Order or Work Order, as applicable, approved by COUNTY's Contract Administrator, prior to commencement of the work. No payment will be made for any Supplemental Task assignment performed prior to approval and full execution of the Task Order and/or Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

COUNTY's Contract Administrator will issue a written Task Order for Supplemental Task assignments where the not-to-exceed cost itemization is greater than \$50,000. COUNTY's Contract Administrator will issue a written Work Order for Supplemental Task assignments where the not-to-exceed cost itemization is \$50,000 or less.

CONSULTANT shall provide COUNTY's Contract Administrator with the names and titles of CONSULTANT's representatives that are authorized to bind CONSULTANT by signing Task Orders or Work Orders and Task Order or Work Order Amendments on CONSULTANT's behalf. CONSULTANT's notification of individuals authorized to execute Task Orders or Work Orders and Task Order or Work Order Amendments on CONSULTANT's behalf shall be communicated to COUNTY in accordance with the provisions of ARTICLE XXVIII, Notice to Parties, of this Agreement.

COUNTY shall review CONSULTANT's progress at key points as specified in Exhibit A and in each Task Order or Work Order issued for Supplemental Tasks. Milestone reviews shall be performed for the specific products and deliverables listed in Exhibit A and in each Task Order or Work Order, as applicable. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee and CONSULTANT.

- D. If a submittal or Task Order or Work Order 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). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 and MicroStation formats shall be used for submittal of plans or other similar documents as specified by COUNTY's Contract Administrator. 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 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 the completion time schedules identified in Exhibit A or in the individual Task Orders or Work Orders that may be issued for Supplemental Tasks. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.
- E. CONSULTANT's responsibilities for compliance with Disadvantaged Business Enterprise (DBE) requirements are described in ARTICLE XLV, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLVI, Disadvantaged Business Enterprise (DBE) Participation, 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. CONSULTANT shall be responsible for the supervision, administration and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A and in the individual Task Orders and/or Work Orders, if applicable, issued pursuant to this Agreement, and including all of the forms and reports required under the DBE provisions of this Agreement; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing 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.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY for an individual Task Order and/or Work Order shall not exceed the amount agreed to in the Task Order and/or Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Task Order and/or Work Order.

For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Estimate," 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 and Items of Work, Other Direct Costs, and Supplemental Tasks identified therein (not including subconsultants), subject to COUNTY's Contract Administrator's written approval.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable project. No invoice shall be paid until the certified payroll is submitted.

ARTICLE III

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.

The reports shall be sufficiently detailed for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY's review of these reports will ensure that CONSULTANT's work meets a level of acceptability as determined by COUNTY's Contract Administrator, and CONSULTANT shall be required to modify its work as necessary to meet that level of acceptability as defined by COUNTY's Contract Administrator. Separate detail shall be provided for each ongoing Task Order 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 and the anticipated tasks, work and deliverables proposed for the subsequent reporting period, a discussion of any Project issues, recommendations to address the issues, percent of Agreement completed that month and any necessary updates to the Project. CONSULTANT shall complete Project schedule updates and shall submit them quarterly to COUNTY's Contract Administrator.

Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV

Performance Period:

- A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall end three (3) years thereafter, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

ARTICLE V

Allowable Costs and Payments:

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the

contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$ 19,155.47. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by an amendment to the Agreement.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of ARTICLE VI, Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, Project title, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each item of work, and shall include the beginning and ending dates of the overall period of service. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY at the following address:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Shanann Findley
Administrative Technician

or to such other location as COUNTY directs.

- H. The total amount payable by LOCAL AGENCY, including the fixed fee, shall not exceed \$314,366.15.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI

Termination:

- A. COUNTY reserves the right to terminate this Agreement, or any Task Order or Work Order issued pursuant to this Agreement, upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the Notice of Termination. If such prior termination is effected, COUNTY will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to CONSULTANT, and for such other services which COUNTY may agree to in writing as necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.
- B. COUNTY may terminate this Agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this Agreement with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

- C. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable.
- D. 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.

- E. Bankruptcy: This Agreement, at the option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- F. 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.
- G. Termination or Cancellation without Cause: CONSULTANT shall comply with the requirements of this Article, regarding administrative, contractual, or legal remedies in instances of default, termination or cancellation and with other terms and conditions of COUNTY's grant funding agreements that provide for such sanctions and penalties as may be appropriate in instances where contract terms are violated or breached.
- H. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.
- E. 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 of California 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 for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.
- F. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Fiscal Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

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

ARTICLE X

Subcontracting:

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.

- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).
- F. CONSULTANT is engaged by COUNTY for its unique qualifications and skills as well as those of its personnel. CONSULTANT shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY. COUNTY may, at its sole discretion, through its Contract Administrator, authorize CONSULTANT to utilize subconsultants for services performed in Exhibit A, for the particular tasks, work and deliverables identified therein or as identified in the individual Task Orders and/or Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by CONSULTANT prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Task Orders and Work Orders issued pursuant to this Agreement. CONSULTANT shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to CONSULTANT by the terms of this Agreement and to assume toward CONSULTANT all of the obligations and responsibilities that CONSULTANT, by this Agreement, assumes toward COUNTY.

ARTICLE XI

Equipment Purchase:

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

Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the Project.

D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XII

State Prevailing Wage Rates:

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII

Conflict Of Interest:

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing COUNTY construction project, which will follow. CONSULTANT has acknowledged this interest of consultant and CONSULTANT has duly executed Exhibit C, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof.

- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. 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 Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.
- F. 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 VI, Termination, herein.

ARTICLE XIV

Rebates, Kickbacks or Other Unlawful Consideration:

CONSULTANT warrants that this Agreement 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 Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV

Prohibition of Expending COUNTY, State or Federal Funds For Lobbying:

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency 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; 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 E 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 he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI

Statement of Compliance:

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 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. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII

Debarment and Suspension Certification:

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of 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 matter 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. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII

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 XIX

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, Chapter 2 of the Caltrans SER Environmental Handbook Volume 3, 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, all NEPA guidelines and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. seq., and in full compliance with 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. Services shall further conform to all State of California statutes, regulations and procedures (including those set forth in the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines) 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 the Task Orders or Work Orders issued pursuant to the Agreement 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, 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 XX

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

ARTICLE XXI

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 Task Orders and/or 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 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 XXII

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, 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 Task Orders and 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. Project Manager must be a registered engineer in the State of California.

ARTICLE XXIII

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 Contract Administrator.

ARTICLE XXIV

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further 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 XXV

Confidentiality:

- A. CONSULTANT and any subconsultants authorized under this Agreement 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 Community Development Agency or to such person with COUNTY's consent for the purpose of, and in the performance of, this Agreement.
- B. Permission granted by COUNTY to disclose information on one occasion shall not authorize CONSULTANT or any subconsultants authorized under this Agreement, to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT and any subconsultants authorized under this Agreement 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 COUNTY's Board of Supervisors.
- D. CONSULTANT and any subconsultants authorized under this Agreement shall not issue any news release or public relations item of any nature, whatsoever, regarding services performed or to be performed under this Agreement without prior review of the contents thereof by COUNTY, and receipt of COUNTY's Contract Administrator's written permission.

- E. Any non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Report (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.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- G. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XXVI

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 in accordance with good engineering practices 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, agents, associates, representatives, or subconsultants.

ARTICLE XXVII

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 and/or any Task Order or Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXVIII

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

To COUNTY:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667

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

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

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

Attn.: Jeffery Little
Vice President

or to such other location as CONSULTANT directs.

ARTICLE XXIX

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 XXVIII, 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 XXX

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided 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 XXXI

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 COUNTY's Risk Management Division,

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 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 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 XXXII

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 XXXIII

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 limited liability company or 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 XXXIV

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 Payee Data Record Form with COUNTY.

ARTICLE XXXV

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 XXXVI

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 XXXVII

Compliance with Federal, State and COUNTY 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 the Federal Highway Administration (FHWA) grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (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 XXXVIII

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

ARTICLE XXXIX

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.

ARTICLE XL

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 XIX, Standards for Work, or in the individual Task Orders and Work Orders issued pursuant to this Agreement.

ARTICLE XLI

Documentation: CONSULTANT shall document the results of its work to the satisfaction of COUNTY and if applicable, the State of California 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 XLII

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 XLIII

Copyrights: COUNTY may permit copyrighting reports or other Agreement products. If copyrights are permitted, COUNTY, FHWA and State of California 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 Federal Government purposes:

- (a) The copyright in any work developed under this Agreement; and
- (b) Any rights of copyright to which CONSULTANT purchases ownership with grant support.

CONSULTANT shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XLIV

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.

ARTICLE XLV

Disadvantaged Business Enterprise (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". CONSULTANTS who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.

- B. The goal for DBE participation for this Agreement is 8%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 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.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials, if any, for which each is listed unless CONSULTANT obtains prior written consent from COUNTY's Contract Administrator. CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE without written approval from COUNTY's Contract Administrator.
- G. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.

ARTICLE XLVI

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 XLVII

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Community Development Agency Director, 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 Task Order or Work Order issued pursuant to this Agreement, CONSULTANT may request review by COUNTY's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall 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 Agreement.
- D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of such claims and a bar to further proceedings.

ARTICLE XLVIII

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

ARTICLE XLIX

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 project 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 L

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. Any consultation or testimony that may be required by COUNTY 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 LI

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 LII

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 LIII

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 LIV

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 LV

Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, P.E., Deputy Director, Engineering, Fairlane Engineering Unit, Transportation Division, Community Development Agency, or successor.

ARTICLE LVI

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 LVII

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 LVIII

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 LIX

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 LX

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.

Requesting Contract Administrator Concurrence:

By:  Dated: 5/19/16
Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Unit
Transportation Division
Community Development Agency

Requesting Division Concurrence:

By:  Dated: 5/20/16
Bard R. Lower
Transportation Division Director
Community Development Agency

Requesting Department Concurrence:

By:  Dated: 5/20/16
Steven M. Pedretti, Director
Community Development Agency

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

--COUNTY OF EL DORADO--

By: 
Ron Mikulaco
Board of Supervisors
"COUNTY"

Dated: 6/7/16

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 6/7/16

--SYCAMORE ENVIRONMENTAL CONSULTANTS, INC.--

By: 
Jeffery Little
Vice President
"CONSULTANT"

Dated: 5/18/2016

By: 
Cynthia Little
Secretary/Treasurer

Dated: 5/18/2016

Sycamore Environmental Consultants, Inc.

Exhibit A

Scope of Work

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

AGREEMENT OVERVIEW:

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

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

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

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

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

PROJECT BACKGROUND AND ASSUMPTIONS:

COUNTY is proposing to replace Green Valley Road Bridge (25C0040) at Indian Creek and Green Valley Road Bridge (25C0041) at Mound Springs Creek using Highway Bridge Program (HBP) funds. Due to their proximity, the bridge replacements and road improvements are considered to be a single safety project with a separate federal funding authorization for each

bridge. Based on the most recent Caltrans Bridge Inspection Reports, both bridges have a sufficiency rating of 68.1 and are classified by Caltrans as Functionally Obsolete.

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

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

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

The Project is funded through the Federal HBP under the "88.53% Funded Program" which is administered by the State of California through Caltrans under a Master Agreement with the COUNTY. Compliance is required with NEPA's National Historic Preservation Act (NHPA), and the Federal Endangered Species Act (FESA) prior to the release of HBP funds. The Federal Highways Administration (FHWA) has delegated to Caltrans certain administrative responsibilities for the HBP program including NEPA findings and the authority to request concurrence from the US Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) when a project may affect federal-listed species as part of FESA process.

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

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

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

SCHEDULE AND DELIVERABLES:

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

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

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

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

SCOPE OF WORK:

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

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

Activities:

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

Deliverables:

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

Schedule:

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

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

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

Activities:

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

Deliverables:

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

Schedule:

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

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

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

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

Activities:

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

Deliverables:

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

Schedule:

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

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

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

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

Activities:

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

Deliverables:

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

Schedule:

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

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

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

Activities:

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

- Prepare Final CRLF Site Assessment Report, incorporating comments from USFWS, Caltrans, and COUNTY.
- Submit Final CRLF Site Assessment Report to Caltrans and COUNTY.

Deliverables:

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

Schedule:

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

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

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

Activities:

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

Deliverables:

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

Schedule:

- Draft and Final Draft BA and MMRP shall be submitted to COUNTY within four (4) weeks after receiving comments from USFWS on the CRLF Site Assessment, NES Report, and receipt of 35% PS&E from COUNTY.
- Final BA shall be submitted to COUNTY and Caltrans within two (2) weeks after receipt of Caltrans' and COUNTY's comments.

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

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

Activities:

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

Deliverables:

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

Schedule:

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

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

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

Bridges 25C0040 and 25C0041 are not eligible for the National Register of Historic Places (NRHP). COUNTY requires documentation that they are not eligible for the California Register of Historical Resources (CRHR) for the purposes of CEQA compliance. The presence and historical status of segments of the Old Coloma Road and the historical status of Assessor's

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

Activities:

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

Deliverables:

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

Schedule:

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

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

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

Activities:

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

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

Deliverables:

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

Schedule:

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

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

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

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

Activities:

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

- Prepare Final Responses to comments received on the Public Review Draft ISMND and submit to COUNTY.
- Prepare Final ISMND, incorporating COUNTY's comments and submit to COUNTY.
- Prepare Final MMRP, incorporating COUNTY's comments and submit to COUNTY.

Deliverables:

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

Schedule:

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

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

The environmental permit applications are prepared after the CEQA and NEPA documents are approved. CONSULTANT shall prepare draft and final applications for a Section 404 Nationwide Permit (NWP) from the Corps, a Section 401 Water Quality Certification (WQ Cert) from the RWQCB, and a 1602 Streambed Alteration Agreement (SAA) from CDFW. Conceptual mitigation included in the NES, BA, and CEQA Environmental Document shall support the permit applications. CONSULTANT shall coordinate as necessary with the applicable agencies to obtain the permits on COUNTY's behalf and COUNTY will provide application fees. This task shall be considered complete once the environmental permits are obtained.

CONSULTANT shall prepare draft and final versions of the Environmental Commitments Record (ECR) for the biological and cultural phases of the Project and respond to COUNTY and/or Contractor questions about the ECR. The ECR for the Project shall contain avoidance, minimization, and mitigation requirements from the Final CEQA and Final NEPA documents and permits.

COUNTY will be responsible for preparing the contract bid documents. CONSULTANT shall coordinate with COUNTY and prepare draft and final versions of a Memorandum of

Concurrence of the bid documents to verify that environmental and regulatory conditions have been addressed in the contract bid package.

Activities:

- Prepare Draft Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications and coordinate with the appropriate regulatory agency (Corps, RWQCB, CDFW). Submit draft applications to COUNTY for review and comment.
- Prepare Final Section 404 NWP application and submit to COUNTY and Corps.
- Prepare Final Section 401 WQ Cert application and submit to COUNTY and RWQCB.
- Prepare Final 1602 SAA application and submit to COUNTY and CDFW.
- Review COUNTY's PS&E package and bid documents relative to requirements set forth in the necessary permits.
- Prepare Draft Memorandum of Concurrence of the bid documents with environmental and regulatory compliance. Submit to COUNTY for review and incorporate comments. Prepare final Memo of Concurrence of bid package with environmental and regulatory compliance. Submit to COUNTY.
- Prepare Draft ECR and submit to COUNTY for review and comment.
- Prepare Final ECR, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Draft Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications.
- Final Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications.
- Draft and Final Memorandum of Concurrence.
- Draft and Final ECR.

Schedule:

- Draft Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications shall be submitted to COUNTY within six (6) weeks after CEQA ISMND is approved and NEPA CE is obtained.
- Final Section 404 NWP, Section 401 WQ Cert, and 1602 SAA permit applications shall be submitted to COUNTY and appropriate agencies within two (2) weeks after COUNTY's review and comment.
- Draft and Final Memorandum of Concurrence shall be submitted to COUNTY within two (2) weeks after receipt of 95% PS&E from COUNTY.
- Draft ECR shall be submitted to COUNTY within four (4) weeks after receipt of permits.
- Final ECR shall be submitted to COUNTY within two (2) weeks after receipt of COUNTY's comments.

SUPPLEMENTAL TASKS

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

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

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

Activities:

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

Deliverables:

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

Schedule:

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

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

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

Activities:

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

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

Deliverables:

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

Schedule:

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

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

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

Activities:

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

Deliverables:

- Draft and Final Draft NSR.
- Final NSR.

Schedule:

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

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

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

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

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

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

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

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

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

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

Deliverables:

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

Schedule:

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

Scope of Work and Project Assumptions:

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

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

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

Sycamore Environmental Consultants, Inc.

Exhibit B

Rate Schedule

All of CONSULTANT's services, inclusive of any and all Task Orders and/or Work Orders issued pursuant to this Agreement, shall be in accordance with the following rates:

Classification	Rate Ranges
Supervising Planner	\$ 47.98 – 50.90/hr
Principal Ecologist / Scientist	\$ 42.90 – 45.51/hr
Senior Biologist	\$ 41.31 – 43.83/hr
Associate Biologist III	\$ 33.37 – 35.40/hr
Associate Biologist II	\$ 30.19 – 32.03/hr
Associate Biologist I	\$ 27.01 – 28.65/hr
Associate Planner III	\$ 33.37 – 35.40/hr
Associate Planner II	\$ 31.13 – 33.03/hr
Associate Planner I	\$ 27.01 – 28.65/hr
CAD / GIS Analyst II	\$ 33.78 – 35.84/hr
CAD / GIS Analyst I	\$ 31.78 – 33.72/hr
Principal QA / QC	\$ 34.00 – 36.07/hr
Administrative II	\$ 23.52 – 24.95/hr

Fringe Benefit:	59.46%
Overhead Rate:	87.01%
General and Administrative Rate:	39.63%
Fixed Fee (Profit):	10.00%
Total Fixed Fee (Profit) shall not exceed:	\$19,155.47

Mileage Reimbursement

Reimbursement for mileage expenses for CONSULTANT and subconsultants shall be compensated in accordance with all of the provisions of ARTICLE VII, Cost Principles and Administrative Requirements, of this Agreement.

Other Direct Costs Markup

Other direct costs including, but not limited to, special reproductions and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, without markup, 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.

Rate Increases

Any increases in CONSULTANT's hourly rates shall be in accordance with ARTICLE V, Allowable Costs and Payments, of this Agreement and are subject to written approval by COUNTY's CA.

Sycamore Environmental Consultants, Inc.

Exhibit C

Cost Estimate

Item of Work	Description	Cost
Item of Work A	Project Management, Meetings and Coordination	\$ 14,031.86
Item of Work B	Area of Potential Effects Map	\$ 3,511.73
Item of Work C	Natural Environment Study Report	\$ 21,417.22
Item of Work D	Wetlands Study	\$ 10,731.15
Item of Work E	California Red-Legged Frog Site Assessment Report	\$ 9,320.00
Item of Work F	Biological Assessment	\$ 14,004.12
Item of Work G	Archeological Survey Report and Historic Property Survey Report	\$ 3,288.93
Item of Work H	Historical Resources Evaluation Report	\$ 4,804.50
Item of Work I	Visual Resources Technical Memorandum	\$ 5,623.65
Item of Work J	NEPA CE and CEQA ISMND	\$ 20,273.50
Item of Work K	Permit Applications	\$ 16,544.77
Consultant Other Direct Costs		\$ 1,038.50
Consultant Total		\$ 124,589.93
Subconsultants:		
	Tremaine and Associates, Inc.	\$ 20,530.00
	Mead and Hunt, Inc.	\$ 10,333.50
Subconsultant Subtotal		\$ 30,863.50
Supplemental Tasks:		
	Consultant	\$ 87,158.72
	Consultant Other Direct Costs	\$ 2,493.00
	Tremaine and Associates, Inc.	\$ 47,766.00
	Mead and Hunt, Inc.	\$ 500.00
	Bollard Acoustical Consultants, Inc.	\$ 20,995.00
Total Supplemental Tasks		\$ 158,912.72
Total Project Cost Estimate		\$ 314,366.15

All expenses and their distribution among Tasks and Items of Works 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 Work to be provided in accordance with this cost estimate, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work, Other Direct Costs, and Supplemental Tasks identified herein (not including subconsultants), subject to COUNTY's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Sycamore Environmental Consultants, Inc.

Exhibit D

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XIII, Conflict of Interest, in the space provided below, and on supplemental sheets as necessary, (a) CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project; and (b) CONSULTANT shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project.

None

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of CONSULTANT Disclosure Statement, other than as disclosed above.

Jeffery Little
Signature

Jeffery Little
Name

Vice President
Title

Sycamore Environmental Consultants Inc.
Company Name

5/18/2016
Date

Sycamore Environmental Consultants, Inc.

Exhibit E

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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. 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.
11. 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).
12. 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.
13. 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.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. 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.
16. Check whether or not a continuation sheet(s) is attached.
17. 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.