

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

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4403

THIS FIRST AMENDMENT to that Agreement for Services #4403 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, now owned and operating as SWCA, Incorporated which will do business in California as SWCA Environmental Consultants, an Arizona corporation duly qualified to conduct business in the State of California, whose principal place of business is 20 E Thomas Road, Suite 1700, Phoenix, Arizona 85012, and whose local address is 6355 Riverside Boulevard, Suite C, Sacramento, California 95831 (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, Sycamore Environmental Consultants, Inc. has been engaged by COUNTY to provide on-call environmental review services for the Department of Transportation, pursuant to Agreement for Services #4403, dated January 7, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

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

WHEREAS, Sycamore Environmental Consultants, Inc. was acquired by SWCA, Incorporated which will do business in California as SWCA Environmental Consultants, effective April 13, 2021;

WHEREAS, Sycamore Environmental Consultants, Inc. executed a Form of Conditional Assignment and Assumption Agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto SWCA, Incorporated which will do business in California as SWCA Environmental Consultants all of Sycamore Environmental Consultants, Inc.'s rights, title, interest, duties, obligations, and liabilities in, to, and under Agreement #4403 and the Form of Conditional Assignment and Assumption Agreement is incorporated herein as Exhibit E, marked "Form of Conditional Assignment and Assumption Agreement," effective as of April 13, 2021;

WHEREAS, by operation of this acquisition, SWCA, Incorporated which will do business in California as SWCA Environmental Consultants shall assume all of Sycamore Environmental Consultants, Inc.'s duties, responsibilities, and obligations, including insurance and indemnity obligations, for environmental review services under the terms

and conditions of the Agreement, including, but not limited to, any liabilities or obligations for consulting services prior to the effective date of the acquisition;

WHEREAS, Sycamore Environmental Consultants, Inc., now operating as SWCA, Incorporated which will do business in California as SWCA Environmental Consultants has requested that COUNTY accept the proposed assignment of the Agreement and consent to the assignment of all of Sycamore Environmental Consultants, Inc. rights, obligations, and liabilities to SWCA, Incorporated which will do business in California as SWCA Environmental Consultants;

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

WHEREAS, COUNTY will accept this First Amendment to Agreement for Services #4403 on condition that SWCA, Incorporated which will do business in California as SWCA Environmental Consultants assumes and fulfills the terms and conditions of this First Amendment and the Agreement;

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

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

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, COUNTY and CONSULTANT mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

1. All references to Sycamore Environmental Consultants, Inc. throughout the Agreement and any Task Order or Work Order written pursuant to the Agreement shall read SWCA, Incorporated which will do business in California as SWCA Environmental Consultants.
2. The parties agree that by operation of the acquisition described above, SWCA, Incorporated which will do business in California as SWCA Environmental Consultants assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations, including insurance and indemnity obligations, for services performed by Sycamore Environmental Consultants, Inc. prior to the effective date of the acquisition, and SWCA, Incorporated which will do business in California as SWCA Environmental Consultants is responsible for performing the work and services in accordance with all the terms and conditions of this Agreement. Exhibit E, marked "Form of Conditional Assignment and Assumption Agreement" has been incorporated herein and made by reference a part hereof to the Agreement.

3. The following articles are fully-replaced in their entirety:

ARTICLE I

Scope of Work: CONSULTANT is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, or as identified in individual Task or Work Orders, as applicable, to be issued in accordance with this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work or in individual Task Orders or Work Orders, as applicable.

CONSULTANT shall, at CONSULTANT's own expense, furnish all personnel, subconsultants, equipment, tools, vehicles services, and materials necessary to perform various on-call environmental reviews and associated services and tasks required by this Agreement, including those services and tasks identified in the Scope of Work, or in any individual Task Orders or Work Orders, as applicable, and those services and tasks that reasonably necessary for the completion of the work identified in the Scope of Work.

CONSULTANT shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. CONSULTANT is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly.

CONSULTANT's services are to be provided specifically in support of projects included in COUNTY's Capital Improvement Program, Environmental Improvement Program, and generally in support of other COUNTY activities as required. Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders or Work Orders, as applicable.

The specific services for each assignment shall be determined at a meeting or telephone conference between CONSULTANT and COUNTY's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific CONSULTANT staff, subconsultants, if applicable, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis. As applicable, Disadvantaged Business Enterprise (DBE) requirements will be discussed at the meeting or telephone conference and COUNTY's Contract Administrator will provide CONSULTANT with the necessary DBE forms and information for use and/or submittal with CONSULTANT's Task Order/Work Order proposal or CONSULTANT's final invoice. 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, 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 Task Order or a Work Order, as applicable), which shall require written approval, authorization, and written notification to proceed from COUNTY's Contract Administrator, prior to commencement of the work.

For services performed on an emergency basis, as determined by COUNTY's Contract Administrator, authorization to perform the required services may occur through verbal or email communication to CONSULTANT. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to CONSULTANT by a written Task Order or Work Order, as applicable, issued by COUNTY's Contract Administrator. CONSULTANT shall respond to all requests for emergency services within seventy-two (72) hours of the verbal or email service authorization.

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

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

When Federal Emergency Management Agency (FEMA) funding is utilized to support work projects, a Request for Proposal will be issued for a specific project to CONSULTANT and all other consultants with whom COUNTY has on-call agreements for the scope of work covered by the specific project. Through that competitive proposal procedure limited to existing on-call agreement, COUNTY will select the most qualified consultant and negotiate, develop, and execute a Task Order or Work Order.

CONSULTANT's responsibilities for compliance with DBE requirements are described in ARTICLE XLII, Disadvantaged Business Enterprise (DBE) Considerations, and in ARTICLE XLIII, Disadvantaged Business Enterprise (DBE) Participation, herein. No Task Order or Work Order shall be issued under this Agreement until the required DBE forms have been received and approved by COUNTY's Contract Administrator.

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 and Work Orders and Task Order and Work Order Amendments on CONSULTANT's behalf. CONSULTANT's

notification of individuals authorized to execute Task Orders and Work Orders and Task Order and 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.

The period of performance for Task Orders and Work Orders shall be in accordance with dates specified in each Task Order or Work Order. No payment will be made for any work performed before or after the period of performance in the Task Order or Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Task Order or Work Order. No Task Order or Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

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

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). All digital photographs shall be submitted on a USB drive in jpeg format with a minimum resolution of 2816 x 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to COUNTY's computer and that are acceptable to COUNTY's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by COUNTY's Contract Administrator. CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator in accordance with completion time schedules identified in the individual Task Orders or Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, 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 V

Allowable Costs and Payments:

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal of an approved and fully executed Task Order or Work Order and shall not exceed the maximum hourly rates specified in Exhibit B. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Agreement. COUNTY shall reimburse CONSULTANT within forty-five (45) days of receiving itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the Cost Proposal and in a fully executed Task Order or Work Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders or Work Orders.
- D. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft Task Order or Work Order, less the cost estimate. A draft Task Order or Work Order will identify the scope of services, expected results, project deliverables, period of performance, and project schedule and will designate a COUNTY Project Coordinator. The draft Task Order or Work Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order or Work Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost, the finalized Task Order or Work Order shall be signed by both COUNTY and CONSULTANT.
- E. Task Orders or Work Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal and in a fully executed Task Order or Work Order.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

- F. Reimbursement for mileage expenses shall not exceed the rates as specified in the approved Cost Proposal and in a fully executed Task

Order or Work Order and shall comply with the provisions of ARTICLE VII of this Agreement.

- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an Task Order or Work Order amendment for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order or Work Order will be made in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this Agreement has been approved by COUNTY and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- J. A Task Order or Work Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order or Work Order for that project has been executed by COUNTY.
- K. CONSULTANT will be reimbursed as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. CONSULTANT shall provide separate invoices itemizing all costs required for all work performed under each Task Order or Work Order. CONSULTANT shall submit invoices no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order or Work Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title, Task Order or Work Order number, 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. Credits due COUNTY that include any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase and Other Capital Expenditures, of this Agreement, must be reimbursed by CONSULTANT prior to the expiration or termination of this Agreement. Invoices shall be mailed to COUNTY at the following address:

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

or to such other location as COUNTY directs.

- L. The period of performance for Task Orders or Work Orders shall be in accordance with dates specified in the Task Order or Work Order. No Task Order or Work Order will be written which extends beyond the expiration date of this Agreement.
- M. The total amount payable by COUNTY for an individual Task Order or Work Order shall not exceed the amount agreed to in the Task Order or Work Order, unless authorized by contract amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order or Work Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders or Work Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders or Work Orders, costs, taxes, or expenses resulting from this Agreement shall not exceed \$300,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders or Work Orders.

ARTICLE VI

Termination:

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

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

default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

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

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

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by CONSULTANT in this Agreement proves to have been false or misleading in any respect;
 3. CONSULTANT fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless COUNTY agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XIII, Conflict of Interest.
- B. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable.
- C. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- D. Ceasing Performance: COUNTY may terminate this Agreement immediately in the event CONSULTANT ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- E. Termination or Cancellation without Cause: COUNTY may terminate this Agreement or any Task Order or Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, COUNTY will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to CONSULTANT, and for any other services that COUNTY agrees, in writing, to be necessary for contract resolution. In no event, however, shall COUNTY be obligated to pay more than the total amount of the Task Order or Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, CONSULTANT shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, COUNTY reserves the right to take over and complete the work by contract or by any other means.
- F. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that 48 CFR Part 31, Contract Cost Principles and Procedures, shall be used to determine the cost allowability of individual terms of cost.
- B. CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by CONSULTANT to COUNTY.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for subconsultant's claims for reimbursement shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. These rates may be found at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. If the rates invoiced are in excess of these authorized rates, then

CONSULTANT is responsible for the cost difference and any overpayments shall be reimbursed to COUNTY upon demand. For the purposes of this Agreement, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.

- E. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE VIII

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

ARTICLE IX

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement shall be reviewed by COUNTY's Chief Fiscal Officer, Community Development and Finance Administration, Chief Administrative Office.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.

- C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant contracts, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR, and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONSULTANT Cost Proposal may be subject to a CPA ICR Audit Work Paper Review or audit by the Independent Office of Audits and Investigation (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
1. During a Caltrans' review of the ICR audit work papers created by CONSULTANT's independent CPA, Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse CONSULTANT at a provisional ICR until a FAR compliant ICR (e.g. 48 CFR, part 31); GAGAS (Generally Accepted Auditing

Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines is received and approved by A&I. Accepted rates will be as follows:

- a. If the proposed rate is less than 150% - the accepted rate reimbursed will be 90% of the proposed rate.
 - b. If the proposed rate is between 150% and 200% - the accepted rate will be 85% of the proposed rate.
 - c. If the proposed rate is greater than 200% - the accepted rate will be 75% of the proposed rate.
2. If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (6) months to review CONSULTANT's and/or the independent CPA's revisions.
 3. If CONSULTANT fails to comply with the provisions of this paragraph E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and, (3) Caltrans has issued its final ICR review letter. CONSULTANT must submit its final invoice to COUNTY no later than sixty (60) days after occurrence of the last of these items. This accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and CONSULTANT with the same fiscal period ICR.

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

ARTICLE X

Subcontracting:

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without prior written authorization by COUNTY's Contract Administrator, except that which is expressly identified in the approved Cost Proposal.
- C. All subcontracts entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.
- D. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).
- F. Prompt Progress Payment

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

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

G. Prompt Payment of Withheld Funds to Subconsultants.

COUNTY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by COUNTY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. No retainage will be held by COUNTY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within fifteen (15) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

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

ARTICLE XI
Equipment Purchase and Other Capital Expenditures:

- A. Prior authorization in writing by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, prior written authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following:
 - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures, and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of that equipment. Appraisals shall be obtained from an appraiser mutually agreeable to COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.
 - 2. Regulation 2 CFR Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE XII

State Prevailing Wage Rates:

- A. No CONSULTANT or subconsultant may be awarded an Agreement containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this Agreement, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
 - 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
 - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice

requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the Agreement by the CONSULTANT or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the Agreement.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or subconsultant.

4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to comply with all of the following requirements:
 - a. The Agreement executed between the CONSULTANT and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the subconsultant to the employees by periodic review of the certified payroll records of the subconsultant.
 - c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for work performed on the public works project.
 - d. Prior to making final payment to the subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

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

ARTICLE XIII

Conflict Of Interest:

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

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

- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law. COUNTY's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and COUNTY's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- D. CONSULTANT hereby certifies that CONSULTANT or subconsultant and any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:
1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
 2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
 3. Any officer or employee of COUNTY that are involved in this Agreement.

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

ARTICLE XVI

Non-Discrimination Clause and Statement of Compliance:

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California

- that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code § 12990 and 2 CCR §11102.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
 - C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 [a-f] et seq.) and the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
 - D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
 - E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
 - F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
 - G. CONSULTANT with regard to the work performed under this Agreement, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- H. CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- J. CONSULTANT agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*)
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended;
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

ARTICLE XVII

Debarment and Suspension Certification:

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

ARTICLE XXI

Ownership of Data:

- A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the property of COUNTY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination,

COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to COUNTY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by COUNTY.

- B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation upon its use or dissemination by COUNTY.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by COUNTY for another project or project location shall be at COUNTY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXIII

Changes to Agreement:

- A. This Agreement may be amended or modified only by mutual written agreement of the parties. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by COUNTY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this Agreement without prior written approval by COUNTY's Contract Administrator.

ARTICLE XXIV

CONSULTANT to COUNTY: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from COUNTY and its staff. It is further understood that this Agreement does not create an exclusive relationship between COUNTY and CONSULTANT, and CONSULTANT may perform similar work or services for others. However, CONSULTANT shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with CONSULTANT's responsibilities or hinder CONSULTANT's performance of services hereunder, unless COUNTY's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XXVI

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

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

CONSULTANT, including any subconsultant or employees of CONSULTANT, shall not receive, nor be eligible for, any benefits COUNTY provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. CONSULTANT shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. COUNTY is not responsible for withholding, and shall not withhold, Federal Income Contribution

Act amounts or taxes of any kind from any payments which it owes CONSULTANT. CONSULTANT shall not be subject to the work schedules or vacation periods that apply to COUNTY employees.

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

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

ARTICLE XXVIII

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

To COUNTY:	With a copy to:
County of El Dorado Department of Transportation 2850 Fairlane Court Placerville, California 95667	County of El Dorado Chief Administrative Office 330 Fair Lane Placerville, California 95667
Attn.: Rafael Martinez Director	Attn.: Michele Weimer Procurement and Contracts Manager

or to such other location as COUNTY directs.

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

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

Attn.: Joseph Fluder
Chief Executive Officer

or to such other location as the CONSULTANT directs.

ARTICLE XXXII

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

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

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

ARTICLE XLIII

Disadvantaged Business Enterprises (DBE) Participation:

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

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify that the DBE firm is certified as DBE at date of proposal opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.

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

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

- B. The goal for DBE participation for this Agreement is 11%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the CONSULTANT Proposal DBE Commitment (Exhibit 10-O1) or in the CONSULTANT Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 C.F.R. § 26.5, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.
- D. Contract Assurance

Under 49 CFR 26.13(b):

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

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

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;

- 3) Liquidating damages; and/or
- 4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Substitution of DBE subconsultants

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

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

- 1) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
- 2) COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
- 3) Work requires a CONSULTANT's license and listed DBE does not have a valid license under Contractors License Law.
- 4) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
- 5) Listed DBE's work is unsatisfactory and not in compliance with the contract.
- 6) Listed DBE is ineligible to work on the project because of suspension or debarment.
- 7) Listed DBE becomes bankrupt or insolvent.
- 8) Listed DBE voluntarily withdraws with written notice from the contract.

- 9) Listed DBE is ineligible to receive credit for the type of work required.
- 10) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the contract.
- 11) COUNTY determines other documented good cause.

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

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

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

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

F. Commitment and Utilization

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

COUNTY shall request CONSULTANT to:

- 1) Notify COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
- 2) Provide this notification before starting the affected work
- 3) Maintain records including:
 - Name and business address of each 1st-tier subconsultant
 - Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier

- Date of payment and total amount paid to each business (see Exhibit 9-F *Monthly Disadvantaged Business Enterprise Payment*)

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

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

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

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

- G. DBE is only eligible to be counted toward the Agreement goal if it performs a commercially useful function (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.
- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONSULTANTs shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier subconsultants" CEM-2402F [Exhibit 17-F, of the Local Agency Procedures Manual], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier subconsultants" is submitted to COUNTY's Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.
- M. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/CONSULTANT shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- N. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

4. The following article is added to the Agreement.

ARTICLE LVIV

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

Except as herein amended, all other parts and sections of Agreement for Services #4403, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 4403 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 8-10-21

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 8-10-21

-- SYCAMORE ENVIRONMENTAL CONSULTANTS, INC. --

By: 
R John Little (Jul 7, 2021 16:40 PDT)
John Little
Chief Executive Officer
"CONSULTANT"

Dated: 07/07/2021

By: 
CYNTHIA LITTLE (Jul 7, 2021 16:55 PDT)
Cynthia L. Little
Corporate Secretary

Dated: 07/07/2021

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

By: *Joseph Fluder*
Joseph Fluder (Jul 7, 2021 21:16 CDT)

Joseph Fluder
Chief Executive Officer
"CONSULTANT"

07/07/2021
Dated: _____

By: *Denis Henry*
Denis Henry (Jul 8, 2021 05:21 PDT)

Denis Henry
Corporate Secretary

07/08/2021
Dated: _____

Exhibit E

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

CONDITIONAL ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

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

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

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

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

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

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

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

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

3. Further Assurances.

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

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

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

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

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

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

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

[Signature Page Follows]

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

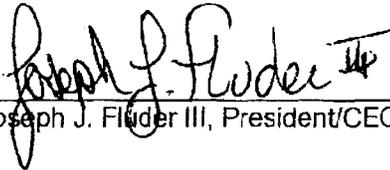
SELLER:

BUYER:

SYCAMORE ENVIRONMENTAL CONSULTANTS,
INC.

SWCA, INCORPORATED

By _____

By  _____
Joseph J. Fluder III, President/CEO

Name _____

Title _____

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

SELLER:

SYCAMORE ENVIRONMENTAL
CONSULTANTS, INC.

By R. John Little

Name R. John Little

Title President

BUYER:

SWCA, INCORPORATED

By _____
Joseph J. Fluder III, President/CEO

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

[Signature Page to Conditional Assignment and Assumption Agreement]

Sycamore Environmental Consultants, Inc.
Schedule 3.9 Contracts and Proposals

Project ID	Company	Job Description	Job Status	Total Contract Amount	Client Consent Required or Assigned at Closing	Formal Contract, Informal letter, email NTP	Subject to Govt Contracting Laws	Subject to Govt Set-aside (DBE, SBE)	Set-Aside Met By SEC or Subs?	Sub(s)
2021001			In progress		Assigned at Closing	Formal	N	N	N	
2015097			In progress		Assigned at Closing	Formal	N	N	N	
2015038			In progress		Assigned at Closing	Formal	N	N	N	
2019046			In progress		Assigned at Closing	Formal	N	N	N	
2019096			In progress		Assigned at Closing	Formal	N	N	N	
2020028			In progress		Assigned at Closing	email NTP	N	N	N	
2017032			In progress		Assigned at Closing	Formal	N	N	N	
2018110			In progress		Assigned at Closing	Informal	N	N	N	
2020084			In progress		Assigned at Closing	Formal	N	N	N	
2020087			In progress		Assigned at Closing	Formal	N	N	N	
2021033			In progress		Assigned at Closing	Formal	N	N	N	
2020097			In progress		Assigned at Closing	Formal	N	N	N	
2019056			In progress		Assigned at Closing	Formal	N	N	N	
2020083			In progress		Assigned at Closing	Verbal	N	N	N	
2021024			In progress		Assigned at Closing	Formal	N	N	N	
2018073			In progress		Assigned at Closing	Formal	Tribal	N	N	
2021020			In progress		Assigned at Closing	Formal	N	N	N	
2021021			In progress		Assigned at Closing	Formal	N	N	N	
2013071			In progress		Assigned at Closing	Formal	N	N	N	
2021027			In progress		Assigned at Closing	Formal	N	N	N	
2015025			In progress		Assigned at Closing	Formal	N	N	N	
2021018			In progress		Assigned at Closing	Formal	N	N	N	
2012111			In progress		Assigned at Closing	Formal	N	N	N	
2013016			In progress		Assigned at Closing	Formal	N	N	N	
2020058			In progress		Assigned at Closing	Formal	N	N	N	
2018118			In progress		Assigned at Closing	Formal	N	N	N	
2017112			In progress		Assigned at Closing	Formal	N	N	N	
2015055			In progress		Assigned at Closing	Formal	N	N	N	
2018058			In progress		Assigned at Closing	Formal	N	N	N	
2019072			In progress		Assigned at Closing	Formal	N	N	N	
2015065			In progress		Assigned at Closing	Formal	N	N	N	
2017127			In progress		Assigned at Closing	Formal	N	N	N	
2021003			In progress		Assigned at Closing	Formal	N	N	N	
2020085			In progress		Consent Required	Formal	N	SEED	Yes, SEC	
2020093			In progress		Consent Required	Formal	N	N	N	
2020100			In progress		Consent Required	Formal	N	N	N	
2015005			In progress		Consent Required	Formal	Y	DBE	N	
2010066	El Dorado Co Dept of Transportation	Newtown Rd Brdg @ South Fork Weber Crk	In progress		Consent Required	Formal	Y	DBE	Yes, Sub	Mead & Hunt, Tremaine
2015061	El Dorado Co Dept of Transportation	Env Compliance for Green Valley Road Bridges	In progress		Consent Required	Formal	Y	DBE	Yes, Sub	Mead & Hunt, Tremaine
2020019	El Dorado Co Dept of Transportation	El Dorado County Routine Maint Agree for Waterways	In progress		Consent Required	Formal	Y	N	N	
2020032	El Dorado Co Dept of Transportation	El Dorado Tri-Halcon/Ponderado Rd/US 50	In progress		Consent Required	Formal	Y	DBE	Yes, Sub	Mead & Hunt, Natural Investigations Company, WRECO
2020070	El Dorado Co Dept of Transportation	Union Mine Road Culvert Repair	In progress		Consent Required	Formal	Y	N	N	

Sycamore Environmental Consultants, Inc.
Schedule 3.9 Contracts and Proposals

Project ID	Company	Job Description	Job Status	Total Contract Amount	Client Consent Required or Assigned at Closing	Formal Contract, Informal letter, email NTP	Subject to Govt Contracting Laws	Subject to Govt Set-aside (DBE, SBE)	Set-Aside Met By SEC or Subs?	Sub(s)
2019068	El Dorado Co Planning and Building Dept	Pine Hill Preserve Property Additions	In progress	61,587.00	Consent Required	Formal	Y	N	N	ESA
2019062					Consent Required	Formal	N	N	N	
2016069					Consent Required	Formal	Y	N	N	
2011094					Consent Required	Formal	Y	DBE	Yes, Sub	
2020021					Consent Required	Formal	N	N	N	
2020029					Consent Required	Formal	N	N	N	
2019088					Consent Required	Formal	Y	N	N	
2014058					Consent Required	Formal	Y	DBE	N	
2014059					Consent Required	Formal	Y	DBE	N	
2014060					Consent Required	Formal	Y	DBE	N	
2015042					Consent Required	Formal	Y	DBE	N	
2016097					Consent Required	Formal	Y	DBE	N	
2018064					Consent Required	Formal	Y	DBE	N	
2020023					Consent Required	Formal	N	N	N	
2020026					Consent Required	Formal	Y	N	N	
2011008					Consent Required	Formal	Y	DBE	Yes, Sub	
2013092					Consent Required	Formal	Y	DBE	Yes, Sub	
2018006					Consent Required	Formal	Y	N	N	
2020071					Consent Required	Formal	N	N	N	
2020094					Consent Required	Formal	N	N	N	
2020059					Consent Required	Formal	Y	N	N	
2019008					Consent Required	Formal	Y	DBE	Yes, Sub	
2021019					Consent Required	Formal	Y	N	N	
2021031					Consent Required	Formal	Y	N	N	
2013093					Consent Required	Formal	Y	DBE	Yes, Sub	
2015089					Consent Required	Formal	Y	DBE	Yes, Sub	
2020042					Consent Required	Formal	N	N	N	
2012112					Consent Required	Formal	Y	DBE	Yes, Sub	
2014064					Consent Required	Formal	Y	DBE	Yes, Sub	
2016020					Consent Required	Formal	Y	DBE	Yes, Sub	
2012037					Consent Required	Formal	Y	DBE	Yes, Sub	
2013012					Consent Required	Formal	Y	DBE	Yes, Sub	
2013046					Consent Required	Formal	Y	DBE	Yes, Sub	
2013058					Consent Required	Formal	Y	DBE	Yes, Sub	
2014065					Consent Required	Formal	Y	DBE	Yes, Sub	
2014066					Consent Required	Formal	Y	DBE	Yes, Sub	
2016016					Consent Required	Formal	Y	DBE	Yes, Sub	
2017043					Consent Required	Formal	Y	DBE	N	
2012064					Consent Required	Formal	Y	DBE	Yes, Sub	
2012095					Consent Required	Formal	Y	DBE	Yes, Sub	
2014104					Consent Required	Formal	Y	DBE	Yes, Sub	
2016056					Consent Required	Formal	Y	DBE	N	

Sycamore Environmental Consultants, Inc.
Schedule 3.9 Contracts and Proposals

Project ID	Company	Job Description	Job Status	Total Contract Amount	Client Consent Required or Assigned at Closing	Formal Contract, Informal letter, email NTP	Subject to Govt Contracting Laws	Subject to Govt Set-aside (DBE, SBE)	Set-Aside Met By SEC or Subs?	Sub(s)
TOTALS				8,837,613.07						
SEC Opportunities - Awarded, pending contract execution										
2017030			Awarded	307,200.00	Assigned at Closing	Formal	N	N	N	
2017031			Awarded	896,250.00	Assigned at Closing	Formal	N	N	N	
2020072			Awarded	103,550.00	Assigned at Closing	Formal	Y	N	N	
2021032			Awarded	3,600.00	Consent Required	Formal	Y	N	N	
2019094			Awarded	8,139.06	Consent Required	Formal	Y	N	N	
2020011			Awarded	112,043.85	Consent Required	Formal	Y	N	N	
SEC Opportunities - Awarded, On-Call										
2020086			On-call	0.01	Consent Required	Formal	N	SEED	N	
2019015	El Dorado Co Dept of Transportation	EDC OnCall EnvRw 2019-22	EDC AGMT 4403	300,000.00	Consent Required	Formal	Y	DBE	TBD	Mead & Hunt; Tremaine; Hunting Env; Natural Investigations Company; WRECO
2018063			On-call	0.01	Consent Required	Formal	N	N	N	
2020018			On-call	0.01	Consent Required	Formal	Y	N	N	
2017111			On-call	300,000.00	Consent Required	Formal	Y	N	N	
2020041			On-call	0.01	Consent Required	Formal	Y	N	N	
2020101			On-call	0.01	Consent Required	Formal	Y	N	N	
2020049			On-call	500,000.00	Consent Required	Formal	Y	DBE	TBD	
SEC Opportunities - Proposals, RFPs submitted										
			Propose	8,890.00	Assigned at Closing	Formal	N	N	N	
			Propose	10,930.00	Assigned at Closing	Formal	N	N	N	
			Propose	12,125.00	Assigned at Closing	Formal	N	N	N	
			Propose	46,727.00	Assigned at Closing	Formal	N	N	N	
			Propose	14,075.00	Assigned at Closing	Formal	N	N	N	
			Propose	10,080.00	Assigned at Closing	Formal	N	N	N	
			Propose	0.01	Consent Required	Formal	Y	N	N	
			Propose	10,853.28	Consent Required	Formal	Y	N	N	
			Propose	91,879.20	Consent Required	Formal	Y	N	N	
			Propose	87,600.00	Consent Required	Formal	Y	N	N	
			Propose	36,875.00	Consent Required	Formal	Y	N	N	
			Propose	0.01	Consent Required	Formal	Y	TBD	TBD	
			Propose	0.01	Consent Required	Formal	Y	N	N	
			Propose	0.01	Consent Required	Formal	Y	N	N	
			Propose	9,800.00	Consent Required	Formal	Y	N	N	
Prospects. Proposals not yet submitted										
				0.01	TBD	Formal	Y	N	N	
				0.01	TBD	Formal	Y	DBE	TBD	
			Propose	0.01	TBD	Formal	N	N	N	
				TBD		Formal	Y	N	N	
				TBD		Formal	Y	N	N	
				TBD		Formal	Y	N	N	

Sycamore Environmental Consultants, Inc.
 Schedule 3.9 Contracts and Proposals

Project ID	Company	Job Description	Job Status	Total Contract Amount	Client Consent Required or Assigned at Closing	Formal Contract, Informal letter, email NTP	Subject to Govt Contracting Laws	Subject to Govt Set-aside (DBE, SBE)	Set-Aside Met By SEC or Subs?	Sub(s)
				TBD		Formal	N	N	N	
				TBD		Formal				
				TBD		Formal				