

**CONSULTING SERVICES AGREEMENT  
AMENDMENT AGREEMENT#1**

Number 49805  
Fund/Org# 0662  
Account # \_\_\_\_\_  
Other # LR 4254

1. **Identification of Contract to be Amended.**

Vendor Number: 07467

Consulting Services Agreement with Condor Country Consulting

Effective Date: November 1, 2007 to December 31, 2009

Department: Public Works Department

Subject: Consultant Duties for Vasco Rd. Wildlife Movement Studies, Proj. No. 0662-6R4254

Payment Limit (s): \$250,000

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Consultant, mutually agree and promise as follows:

Consultant Name: Condor Country Consulting

Capacity: Corporation

Address: 411 Ferry St., Suite 6  
Martinez, CA 94553-1145

3. **Amendment Date.** The effective date of this Contract Amendment is March 1, 2009.

4. **Amendment Specifications.** The Contract identified above is hereby amended as follows:

I) Extension of Term II) Payment Limit Increase III) Project Name Change (see-Appendix A-attached)

IV) Additional Scope of Services (see-Appendix A-attached), and V) Payment Rate Increase (see Appendix B-attached)

All other terms in the Consulting Services Agreement entered into on November 1, 2007 between the County and the Consultant shall remain in full force and effect.

5. **Extension of Term.** The term of the above-described Contract between the parties hereto is hereby extended from December 31, 2009 to December 31, 2010, unless sooner terminated as provided in said contract.
6. **Amendment Payment Limit.** Increase the payment limit by \$250,000 from \$250,000 to the new total payment limit of \$500,000.
7. **Signatures.** These signatures attest the parties' agreement hereto:

**COUNTY OF CONTRA COSTA, CALIFORNIA**

**BOARD OF SUPERVISORS**

ATTEST: Clerk of the Board of Supervisors

By \_\_\_\_\_  
Chairman / Designee

By \_\_\_\_\_  
Deputy

**CONSULTANT**

Name of Business entity:

CONDOR COUNTRY CONSULTING, INC.

Name of Business entity:

CONDOR COUNTRY CONSULTING, INC

(A) By Wendy Dexter  
(Signature of individual or officer)

(B) By Sean Dexter  
(Signature of individual or officer)

WENDY DEXTER, PRESIDENT  
(print name and title)

SEAN DEXTER, SECRETARY  
(print name and title)

**Note to Contractor:** For corporations (profit or nonprofit), the contract must be signed by two officers. Signature A must be that of the president or vice president and Signature B must be that of the secretary or assistant secretary (Civil Code Section 1190 and Corporations Code Section 313).

# APPENDIX A

## Condor Country –Vasco Rd. Safety Improvement Additional Scope of Services

### **Background**

The Contra Costa County Public Works Department (Dept.) originally entered into a Consulting Services Agreement (Agreement) with Condor Country Consulting (Consultant) on December 1, 2007, to provide Wildlife/Biological assessment services for the Vasco Road Wildlife Movement Studies (Movement Study), near Byron, in East Contra Costa County.

Project funding has changed. The project and is now federally funded therefore, additional special environmental assessments and studies, including Archaeological/Cultural-Historical assessment, pursuant to the National Environmental Policy Act (NEPA) are required. The NEPA assessments and studies will require extra time to complete and are costly. This is a high priority safety project that will affect transportation throughout the East County region.

The Dept. has determined that the Consultant is qualified to conduct the additional necessary work. The Consultant will continue work from the original Movement Study Scope of Services, as well as conduct additional NEPA environmental assessment services for the entire project, as required by the NEPA Guidelines.

### **Purpose**

The amendment is necessary to change the Agreement name from Vasco Road Wildlife Movement Studies to **Vasco Road Safety Improvement Project** (Project), incorporate the additional scope of services work, increase the payment limit, and extend the date, so that the Consultant can continue to conduct necessary environmental assessments for the entire Project.

The Consultant agrees to conduct the additional scope of services work, as well as to continue work outlined in the original approved Movement Study Agreement. The Dept. agrees that the Consultant can include a new Payment/Rates sheet to this amendment (Appendix B-attached). All other terms of the contract shall remain in effect;

### **Scope of Services Work**

Report deadlines are outlined in the Schedule Section.

All reports shall be submitted to:

Leigh Chavez, Environmental Unit Manager  
Contra Costa County Public Works Dept.  
255 Glacier Dr.  
Martinez, CA 94553

### **I. Document Review**

Prior to conducting any Tasks, the Consultant shall review the following documents:

- A) Portions of the East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan (HCP/NCCP)
- B) DRAFT Vasco Road Safety Improvement Project Planning Survey Report
- C) East Contra Costa County HCP/NCCP Planning Survey Report Template (as found on the website [www.cocohcp.org](http://www.cocohcp.org))
- D) HCP/NCCP Fee Calculator (as found on the website [www.cocohcp.org](http://www.cocohcp.org))
- E) Caltrans Natural Environment Study (NES) Template
- F) Caltrans Biological Assessment (BA) Template
- G) The NES and BA reports shall be in compliance with Caltrans and Federal Highways Administration (FHWA) most current guidance document formats/templates.

# APPENDIX A

## Condor Country –Vasco Rd. Safety Improvements Additional Scope of Services

### II. Project Tasks

In support of the Project, the Consultant shall provide additional environmental analysis for the Dept. which will fully comply with Caltrans NEPA guidelines, as described in *Guidelines for Consultants – Procedures for completing the Natural Environment Study and Related Biological Reports* and the *Caltrans Environmental Handbook, Biological Resources*, as applicable. The Consultant shall conduct a Natural Environment Study (NES), Biological Assessment (BA), and Wetland Delineation with field verification in the proposed project area in order to obtain NEPA and California Environmental Quality Act (CEQA) clearance. The Dept. shall provide the Consultant site plan maps to identify the locations for all work to be done.

The Consultant shall conduct the following tasks;

**Task A: *Preparation of Planning Survey Report (PSR) following HCP Template***

This task requires modifying maps from the Draft PSR, recalculating acreages by habitat type, refining botanical survey data, outlining relevant avoidance and minimization measures, and tailoring report information for the reduced project area.

**Task B: *Preparation of a Biological Assessment (BA)***

Prepare a biological assessment following the current Caltrans template and covering only federally-listed species.

**Task C: *Preparation of a Natural Environment Study (NES)***

The Consultant will prepare an NES following the current Caltrans template. This document will incorporate information from the BA and wetland delineation and will address all special status species that may occur in the vicinity of the project.

**Task D: *ECCC HCP/NCCP Fee Calculation***

Using the Fee Calculator from the HCP/NCCP and the most recent rates, the Consultant will determine the HCP/NCCP fee for the project.

**Task E: *Section 106 Consultation of the National Historic Preservation Act***

In order to allow the Federal Highway Administration to complete the Section 106 process of the National Historic Preservation Act, to meet USACE 404 permit requirements, and to meet Caltrans Environmental Handbook Volume 2 standards, the Consultant shall;

- 1) Revise current Draft Archaeological Survey Report maps to generate "Area of Potential Effect" (APE) maps for Caltrans/FHWA approval and signature.
- 2) Perform Section 106 Native American and Historic Society consultation.
- 3) Revise text of current Draft Archaeological Survey Report to include Section 106 compliance language, including new soils section and discussion of potential for buried resources.
- 4) Prepare Caltrans Historic Property Survey Report (HPSR) using Caltrans template.

**Task F: *Completion of Movement Study***

The Consultant will continue to perform funnel trapping, camera trapping, and road mortality surveys through the end of the 2008/2009 wet season (April 30, 2009) in support of completing the wildlife movement study for the project. Cameras will be downloaded twice weekly to increase the amount of data retrieved in case of continued camera theft. Data collection for the other two components of the study will continue to follow the methods described in "Methodology and Observed Trends for Vasco Road Wildlife Movement Study" submitted December 2008. In addition, the Consultant will analyze all data, including photos previously collected, and prepare a report that uses the data analyzed to determine how to reduce road mortality associated with the project.

# APPENDIX A

## Condor Country – Vasco Rd. Safety Improvements Additional Scope of Services

### III. Assumptions

- A) The Dept. will provide the Consultant with one complete set of paper copy engineering plans, electronic files such as aerial photos, project right-of-way lines, temporary easements, construction staging areas, etc. in a file format suitable for use with ESRI ArcGIS software;
- B) The Consultant will download cameras twice, weekly;
- C) No more than 40 additional rain events will occur before the completion of the 2008/2009 rainy season;
- D) Rainy season will end April 30, 2009;
- E) No more than 500,000 photos will be reviewed;
- F) Project extent remains constant;
- G) Two rounds of Dept. revision per report; One round of Caltrans revisions per report
- H) Seven paper copies of each draft and final report will be provided;
- I) One DVD copy of each final report will be provided;
- J) No archaeological site testing or evaluation is required.

### IV. Schedule

- A) The Consultant will notify the Dept. when data collection is completed on the Movement Study within five (5) calendar days of completion.
- B) The final monitoring report for the Movement Study is due within thirty (30) calendar days of completing data collection.
- C) Tasks A-E will commence upon receipt of a signed contract amendment and subsequent notice to proceed.
- D) The fee calculation and draft BA, PSR, and Archaeology reports will be completed within thirty (30) calendar days of receiving notice to proceed.
- E) The draft NES will be completed within forty-five (45) calendar days of receiving notice to proceed.
- F) Final versions of all reports will be completed with fourteen (14) calendar days of receiving final comments from the Dept. and agency representatives.
- G) Task F will be ongoing for the duration of the contract.

## **APPENDIX B**

### **Professional Services Payment/Rates (revised)**

<b><u>Job Title / Classification</u></b>	<b><u>Rate-per hour (Range)</u></b>
Principal Biologist	\$85.00 - \$95.61
Principal Archaeologist	\$85.00 - \$95.61
Seinor Biologist	\$85.00 - \$95.61
Staff Archaeologist II	\$78.00 - \$91.94
Staff Biologist II	\$78.00 - \$91.94
Staff Archaeologist	\$67.60 - \$81.12
Staff Biologist	\$67.60 - \$81.12
Technician	\$46.80 - \$59.49
Administrative cost	Not to exceed 10%; <b>for Subcontracting only</b>

**NOTE:** Rates shall remain in effect for the duration of the contract.

**All other terms in the Consulting Services Agreement entered into on November 1, 2007 between the County and the Consultant shall remain in full force and effect.**

**APPROVALS/ACKNOWLEDGEMENTS**  
**(Consulting Services Amendment & Contract)**

\$100,000.01 and Over

**APPROVALS**

**RECOMMENDED BY THE DEPARTMENT**

By: [Signature]  
Designee

**APPROVED BY COUNTY ADMINISTRATOR**

By: \_\_\_\_\_  
Designee

**FORM APPROVED BY COUNTY COUNSEL**

By: [Signature]  
Designee 2-12-09

**CONSULTANT**

CONDOR COUNTRY CONSULTING, INC.  
Print name of business entity

By: [Signature]  
Signature of individual or officer

By: WENDY DEXTER, PRESIDENT  
Print name and title A, if applicable

By: [Signature]  
Signature of individual or officer

By: SEAN DEXTER, SECRETARY  
Print name and title B, if applicable

Note to Consultant: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1190 and corps. Code, Sec. 313). The acknowledgement below must be signed by a Notary Public.

**ACKNOWLEDGEMENT**

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On 2/11/2009, before me, Terry L. Edwards, Notary Public, (insert name and title of the officer) Notary Public, personally appeared Wendy Dexter and Sean Dexter, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature \_\_\_\_\_ of \_\_\_\_\_

(SEAL)

Notary

Public

