

CONSULTING SERVICES AGREEMENT

1. Special Conditions. These Special Conditions are incorporated below by reference.

(a) Public Agency: **Contra Costa County Public Works Department**
(b) Consultant's Name & Address: **Ecorp Consulting, Inc.**
2525 Warren Drive
Rocklin, CA 95677
(c) Project Name, Number, & Location: **On Call**
Project No. Various
Countywide
(d) Effective Date: **March 1, 2009** (e) Payment Limit(s): **\$250,000**
(f) Completion Date(s): **March 1, 2012**

2. Signatures. These signatures attest the parties' agreement hereto:

PUBLIC AGENCY

By: Julia R. Bueren
Public Works Director/
Chief Engineer, or Designee

CONSULTANT

By: Ecorp Consulting, Inc. Hal Freeman
(Designate official capacity in the business Type of Business:
(sole proprietorship, government agency, partnership, corporation, etc.)

If Corporation, State of Incorporation: CALIFORNIA

By: _____

By: Hal Freeman, CHIEF OPERATING OFFICER/V.P.
(Designate official capacity in the business)

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 acknowledgment below must be signed by a Notary Public.

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of _____) ss.

See last page

On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Consultant, personally known to me (or 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.

WITNESS my hand and official seal.

Dated: _____

(Notary's Seal)

Notary Public

3. Parties. Effective on the above date, the above-named Public Agency and Consultant mutually agree and promise as follows:
4. Employment. Public Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services described herein, upon the terms and in consideration of the payments stated herein.
5. Scope of Service. Scope of service shall be as described in *Appendix A*, attached hereto and made a part hereof by this reference.
6. Report Disclosure Section. Any document or written report prepared hereunder by Consultant, or a subcontractor, for Public Agency shall contain, in a separate section, the numbers and dollar amounts of this contract and all subcontracts relating to the preparation of such document or written report, provided that the payment limit specified in Sec. 1(e) exceeds \$5,000. When multiple documents or written reports are the subject or products of this agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.
7. Insurance. Consultant shall, at no cost to Public Agency, obtain and maintain during the term hereof: (a) Workers' Compensation Insurance pursuant to state law; (b) Professional Liability Insurance with minimum coverage of ***\$1,000,000.00*** and a maximum deductible of ***\$25,000 per claim***; and (c) Comprehensive General Liability Insurance, including blanket contractual (or contractual liability) coverage, broad form property damage coverage, and coverage for owned and non-owned vehicles, with a minimum combined single limit coverage of ***\$1,000,000.00*** for all damages due to bodily injury, sickness or disease, or death to any person, and damage to property, including the loss of use thereof, arising out of each accident or occurrence, and naming Public Agency, ***Contra Costa County***, its/their governing bodies, officers and employees as additional insureds. Consultant shall promptly furnish to Public Agency certificates of insurance evidencing such coverage and requiring 30 days' written notice to Public Agency of policy lapse, cancellation or material change in coverage.
8. Payment. Public Agency shall pay Consultant for professional services performed at the rates shown in *Appendix B* attached hereto, which include all overhead and incidental expenses, for which no additional compensation shall be allowed. Notwithstanding the foregoing, those incidental expenses specifically itemized in *Appendix B* shall be reimbursable by Public Agency to Consultant, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to Public Agency. In no event shall the total amount paid to Consultant exceed the payment limit(s) specified in Sec. 1(e) without prior written approval of the Public Agency. Consultant's billing statements shall be submitted at convenient intervals approved by Public Agency and shall list, for each item of services, the employee categories, hours and rates. Public Agency will pay consultant in accordance with the requirements of Civil Code Section 3320 as applicable.
9. Status. The Consultant is an independent contractor, and shall not be considered an employee of Public Agency.
10. Time for Completion. Unless the time is extended in writing by Public Agency, Consultant shall complete all services covered by this Agreement no later than the Completion Date(s) listed above.
11. Record Retention and Auditing. Except for materials and records delivered to Public Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Public Agency, at no additional charge, Consultant shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by Public Agency, and without restriction or limitation on their use.

12. Documentation. Consultant shall prepare and deliver to Public Agency at no additional charge, the items described in *Appendix A* to document the performance of this Agreement and shall furnish to Public Agency such information as is necessary to enable Public Agency to monitor the performance of this Agreement.
13. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Public Agency. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to Public Agency at no additional charge and without restriction or limitation on their use.
14. Extra Work. Any work or services in addition to the work or services described in *Appendix A* shall be performed by Consultant according to the rates or charges listed in *Appendix B*. In the event that no rate or charge is listed for a particular type of extra work, Consultant shall be paid for the extra work at a rate to be mutually agreed on prior to commencement of the extra work. In no event shall Consultant be entitled to compensation for extra work unless a written authorization or change order describing the work and payment terms has been executed by Public Agency prior to the commencement of the work.
15. Payment Retention. Public Agency shall retain ten percent (10%) of the monies due the Consultant as security for the fulfillment of this Agreement. After the Consultant has completed all work under this Agreement, submitted final billing, and the Public Agency has found the work to be accurate, the Public Agency will pay all withheld funds. Public Agency will pay withheld funds in accordance with the requirements of Civil Code Section 3320 as applicable. A retention will not be withheld for any "on-call" work.
16. Termination by Public Agency. At its option, Public Agency shall have the right to terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Public Agency all materials and records prepared or obtained in the performance of this Agreement, and shall be paid, without duplication, all amounts due for the services rendered up to the date of termination.
17. Abandonment by Consultant. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to Public Agency all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Public Agency incurs as a result of such cessation or abandonment.
18. Breach. In the event that Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, Public Agency shall have the right to pursue all remedies provided by law or equity. Any disputes relating to the performance of this Agreement shall not be subject to non-judicial arbitration. Any litigation involving this Agreement or relating to the work shall be brought in Contra Costa County, and Consultant hereby waives the removal provisions of Code of Civil Procedure Section 394.
19. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.

20. Assignment. This Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law or otherwise; provided, however, that Consultant shall have the right to sub-contract that portion of the services for which Consultant does not have the facilities to perform so long as Consultant notifies Public Agency of such subcontracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.
21. Subcontracting. All subcontracts exceeding \$25,000 in cost shall contain all of the required provisions of this contract. Consultant will pay each subconsultant in accordance with the requirements of Civil Code Section 3321 as applicable.
22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in *Appendix A* prior to delivering them to Public Agency, and where appropriate, indicate his/her registration number.
23. Patents and Copyrights. The issuance of a patent or copyright to Consultant or any other person shall not affect Public Agency's rights to the materials and records prepared or obtained in the performance of this Agreement. Public Agency reserves a license to use such materials and records without restriction or limitation, and Public Agency shall not be required to pay any additional fee or royalty for such materials or records. The license reserved by Public Agency shall continue for a period of fifty years from the date of execution of this Agreement, unless extended by operation of law or otherwise.
24. Indemnification. Consultant shall indemnify, defend, save, protect, and hold harmless Public Agency, its governing body, officers, employees, representatives, and agents ("Indemnitees") from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any damage, injury, or death (collectively "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control and shall make good to and reimburse Indemnitees for any expenditures, including reasonable attorneys' fees and costs, the Indemnitees may make by reason of such matters and, if requested by any of the Indemnitees, shall defend any such suits at the sole cost and expense of Consultant. Consultant's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the Public Agency or any other person; provided, however, that Consultant shall not be required to indemnify Indemnitees for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the Public Agency, its governing body, officers, or employees. This indemnification clause shall survive the termination or expiration of this Agreement.
25. Heirs, Successors and Assigns. Except as provided otherwise in Section 20 above, this Agreement shall inure to the benefit of and bind the heirs, successors, executors, personal representatives, and assigns of the parties.
26. Public Endorsements. Consultant shall not in its capacity as a Consultant with Public Agency publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Public Agency's governing board. In its Public Agency Consultant capacity, Consultant shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of the Public Agency's governing board. In its Public Agency Consultant capacity, Consultant shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as the Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Public Agency. Notwithstanding the foregoing, Consultant may express its views on products to other

Consultants, the Public Agency's governing board, its officers, or others who may be authorized by the Public Agency's governing board or by law to receive such views.

27. Project Personnel. In performing the services under this Agreement, Consultant shall use the personnel listed in *Appendix C*, attached hereto and made a part hereof by this reference. Changes in project personnel may only be made with Public Agency's written consent, and Consultant shall notify Public Agency in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience and credentials comparable to those of the person being replaced.
28. Disadvantaged Business Enterprise(DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to the Public Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in *Appendix B* attached to this Agreement. The Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of the Public Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Public Agency written documentation of such effort.
29. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Public Agency within 30 days of written request from Public Agency. Should Consultant fail to do so, and should the Public Agency file legal action to recover the refund, Consultant shall reimburse the Public Agency for all attorney's fees, costs, and other expenses incurred by Public Agency in connection with such action.
30. Legal Authority. Pursuant to Government Code Section 31000, special services are needed in the form of environmental assessments that require wildlife/biological and archaeological/cultural-historical assessment, fishery, mitigation/restoration design and wetland delineation expertise.

Attachments: *Appendix A, Appendix B, Appendix C*
Form approved by County Counsel (11/00)

APPENDIX A

Ecorp Consulting, Inc.

Scope of Services

PROJECT DESCRIPTION

This Agreement is to provide consulting services regarding environmental compliance for a variety of public works, airport, and flood control projects. The Agreement is between **ECORP Consulting Inc.** (Consultant) and Contra Costa County Public Works Department (PWD). The Consultant will provide Wildlife/Biological and Archaeological / Cultural-Historical assessment, Fishery, mitigation/restoration design, and wetland delineation services as follows:

Report deadlines are outlined in the various sections of this Scope of Services.

All reports shall be submitted to:

Leigh Chavez, Environmental Analyst III
Contra Costa County Public Works Department
255 Glacier Dr.
Martinez, CA 94553

SCOPE OF SERVICES: CULTURAL RESOURCES

The Consultant shall provide professional services including assessing archaeological and/or historical resources, conducting test excavations of a proposed project site for sub-surface cultural resources, preparing archaeological and/or historical data recovery plans. Conduct preconstruction training for PWD Environmental and Construction staff, coordinate and conduct construction monitoring, analyze and prepare for the curation of historical and/or archaeological materials discovered as a result of the project.

I. Consultant will provide Archaeological/Historical Assessment

- A. Conduct research, as necessary and appropriate, at the Northwest Information Center (NWIC) at Sonoma State University. Review historical archives at local universities, County historical files, the National Register, the California Register, the California Historical Landmarks, and other pertinent sources.
- B. Conduct surface field reconnaissance of the project area to determine the potential for and/or presence of cultural resources.
- C. Conduct subsurface reconnaissance of the project area using ground penetrating radar (if available and warranted).
- D. Write a report summarizing the results of the assessment and provide recommendations for further examinations of the project site. This report must be submitted to the PWD within two (2) weeks of completing research field work, unless otherwise requested by County staff. The report shall include:
 1. Map of the proposed project area showing location and tentative identification of potential cultural resources.
 - a) Map shall be in both paper and Arc-GIS shape files formats
 2. Methods used to conduct the cultural resources assessment.
 3. Analysis of the nature of the cultural resources assessed including estimates of the age of the resource, the function and general condition. Analysis shall be based upon the field work conducted to date and the research from professional sourced literature.
 4. Assessment of the potential impacts of the proposed project on the cultural resources found at the site. The analysis of the potential impacts shall specify the level of the potential impacts "potentially significant" under the California Environmental Quality Act (CEQA) guidelines.
 5. Recommend measures to avoid, minimize, and mitigate any potential impacts to cultural resources. Recommended measures shall include the feasibility of any and all measures

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including, but not limited to, timing restrictions, need for coordination with local Native American tribe representatives or local historical society representatives, and any and all special permits that may be required.

II. Consultant will prepare Archaeological and Historic Resources Reports

For projects that receive federal funding the Consultant shall conduct all archaeological and cultural studies in accordance with Caltrans protocols pursuant to the National Historical Preservation Act (NHPA) Section 106 Guidance Document for National Environmental Policy Act (NEPA).

- A. The necessary reports must incorporate the appropriate content and format required by the Caltrans guidance document. The Consultant shall be responsible for determining which reports (listed below) will be necessary to satisfy NEPA requirements.
 - 1. Archaeological Survey Report (ASR)
 - 2. Historical Resources Evaluation Report (HRER)
 - 3. Historic Property Survey Report (HPSR)
 - 4. Bridge Evaluation Report (BER)
- B. The Consultant shall include all pertinent supporting documents which serve to describe the results of the survey, as required under Caltrans guidelines.
- C. **Two copies** of the draft report(s), including any supporting studies (e.g., ASR, HRER), shall be submitted no later than 15 days following completion of field work.
- D. Within 15 days of receipt of the edits by the Public Works Department (PWD), **seven copies** of the revised report(s) and supporting studies will be forwarded to the PWD.
 - 1. PWD staff shall be responsible for submittal of the reports to Caltrans Local Assistance staff.
- E. Within 15 days of receipt of Caltrans' edits, **two copies** of the revised final report(s) shall be submitted to the PWD.
- F. Within 10 days of receipt of any remaining PWD edits, **seven copies** of the final report(s) shall be submitted to PWD staff.
 - 1. PWD staff shall be responsible for submitting the final reports to Caltrans Local Assistance staff.
- G. **One copy** of Caltrans accepted Final Report(s) will be provided to the California Historical Resources Information System's Northwest Information Center at Sonoma State University within 30 days of Caltrans' acceptance of the final reports, as required by NHPA.

III. Conduct Test Excavations for Cultural Resources:

When the results of an archaeological assessment suggest the need for testing of the proposed project site for potential cultural resources, the Consultant will:

- A. Work with PWD staff and construction equipment provided by the County, to conduct small scale excavations to determine the presence of potential cultural resources,
- B. Monitor the removal of soil by heavy equipment (backhoe, excavator, grade-all, etc.) for potential cultural resources removal,
- C. Excavate as appropriate any potential cultural resources by hand,
- D. Sieve samples of excavated soil through 1/8" to 1/4" mesh screens,

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- E. Work with PWD staff to implement sediment control systems to ensure no contaminated runoff enters storm drains inlets or waterways
- F. Provide a verbal report via telephone within 24 hours of discovery of potentially significant cultural resources (as defined by CEQA and/or NEPA) or the conclusion of the test excavation process, whichever comes first. Verbal reports shall be made to Leigh Chavez, Environmental Unit Manager at 925-313-2366.
- G. Provide a written report of the results of the test excavation process. This report is due within 30 days of the completion of field work and should be submitted to the PWD. The report shall include:
 - 1. Map of the proposed project area showing location and tentative identification of potential cultural resources discovered through the test excavation process;
 - a) Map shall be in both paper and Arc-GIS shape files formats
 - 2. Description of the methods used to conduct the cultural resource test excavations.
 - 3. Analysis of the nature of the cultural resources excavated including estimates of the age of the resource, the function, and general condition.
 - 4. Assessment of the potential impacts of the proposed project upon the cultural resources excavated at the site. The analysis of the potential impacts shall specify if the potential impacts may be determined to be "potentially significant" under the California Environmental Quality Act (CEQA) guidelines and (if the project has federal funding) the National Environmental Policy Act (NEPA).
 - 5. Recommend measures to use to avoid, minimize, and mitigate any potential impacts to the cultural resources. Recommended measures shall include a discussion of feasibility issues associated with any measures including timing restrictions, need for coordination with local Native American tribe representatives or local historical society representatives, and any and all special permits that may be required.
 - 6. The report can be a revision of the report submitted previously based upon surface and ground penetrating radar observations, and/or an addendum to the previous report, or a stand alone report.

IV. Prepare Archaeological Monitoring and Data Recovery Plans:

When the results of test excavations warrant further excavation and analysis of the project site, the Consultant will prepare an archaeological monitoring/data recovery plan in accordance with California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA). The plan will, at a minimum, describe the following:

- A. The characteristics and physical location of the known cultural resources in the project area (based upon existing information);
- B. The required archeological and historic resources mitigation measures;
- C. The minimum training and experience required for onsite archeological monitors;
- D. The construction activities and locations likely to warrant onsite monitoring;
- E. The methods to be used during construction monitoring, including criteria for artifact collection, situations necessitating work stoppage or redirection, evaluation of resources discovered during construction, and daily record keeping;

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- F. The approach and methods to be used during required archeological data recovery for burial remains and non-burial deposits (subject to *Most Likely Decendent (MLD)* approval for burials).
- G. Occupational Safety & Health Administration (OSHA) protective measures to be followed when working in excavations and around heavy equipment;
- H. The protocol to be followed in the event significant archeological resources are discovered during construction;
- I. The protocol to be followed in the event unexpected archeological remains are found at a time when archeological monitors are not present;
- J. Protective or security measures to protect the site during off-work hours;
- K. Methods of cataloging, analyzing, preparing for curation, and curation of artifacts recovered during monitoring, testing, or data recovery (subject to MLD approval for burials and grave-goods); and
- L. Reporting requirements for data recovery and monitoring.
- M. The report shall be submitted to the PWD within 15 days of the notice to proceed on work in this task.

V. **Under direction of PWD staff, the Consultant will coordinate with the The Native American Heritage Commission (NAHC) and Most Likely Decendent (MLD) representative as needed.**

As directed by PWD staff, the Consultant will:

- A. Contact the Native American Heritage Commission (NAHC) in Sacramento by letter with a description of the proposed project and a request to review their Sacred Lands file for information on traditional or cultural lands within the project area and vicinity. Consultant will ask the NAHC to provide a list of interested local Native American representatives.
- B. Contact the MLD on behalf of the PWD.
 - 1. Contact the individual representatives by letter with a request for comments and information they may have regarding cultural resources or sacred sites concerns and/or questions within the immediate project area. The Consultant will follow-up with a maximum of two telephone calls to each representative. If no written response is received from the representative within two weeks of the initial contact letter,
 - 2. The Consultant shall compile the results of the consultation in a report and submit it to PWD within 30 days of the consultation.
 - 3. With approval from PWD staff, the Consultant will share the cultural reports prepared to date with the MLD and any other matters concerning the project.
- C. Attend an initial site visit with the MLD and PWD staff to discuss the proposed project, potential impacts to Native American remains and artifacts, and the proposed measures to protect and/or remove the remains and artifacts.

Under the direction of PWD staff, the Consultant will coordinate with the MLD as needed throughout the construction of the project.

VI. **The Consultant will conduct pre-construction training**

- A. Attend preconstruction meeting with PWD staff and Construction Contractor to discuss cultural issues and requirements with the construction contractor and PWD staff. The PWD staff will provide inspection and/or construction management for the project.
- B. Conduct an on-site training session for PWD and the construction contractor's staff. Training shall include a discussion of:

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1. The location, nature, and significance of the cultural resources known or anticipated to be found on site.
2. Visual or other modes of identification (smell, texture, etc.) that would help the construction contractor or PWD inspectors/ construction managers to identify cultural resources.
3. Discussion of protocols to be followed in event of discovery of cultural resources, including:
 - a) Requirements to stop work
 - b) Notification requirements
 - c) Radius of protection for encountered cultural resources
 - d) Requirements to receive authorization to return to work.
4. Obtain attendance records at site of all contractor and PWD staff (AKA sign in sheet). The Consultant will submit a copy of the sign in sheet to Leigh Chavez, Environmental Unit Manager via facsimile (925-313-2333) within 24 hours of completion of the on-site training session.

VII. Construction Monitoring

The Consultant will:

- A. Coordinate with PWD and construction contractor staff to establish a site screening station to be located in a convenient area that will not affect construction of the project.
- B. Monitor excavation to avoid and minimize impacts to culturally significant artifacts or human remains.
 1. Coordinate with the PWD inspector or construction manager to ensure ability to stop work if needed to protect cultural resources.
 2. Excavate by hand using appropriate archaeological techniques any significant artifacts or human remains.
 3. Clean, catalog, analyze, prepare and submit for curation or reburial (as required) any significant artifact or human remains recovered during the project.
- C. Coordinate with the Most Likely Descendent (MLD) representative as needed and under the direction and prior approval of PWD staff.

VIII. Analysis and Curation of Recovered Artifacts:

Culturally significant artifacts and human remains collected shall be analyzed (*with permission of the MLD as required*) and curated as appropriate. The Consultant will:

- A. Take inventory, preserve (as appropriate) and catalogue all culturally significant artifacts and/or human remains.
- B. Analyze artifacts and/or remains utilizing the following techniques
 1. Compare collections of artifacts and plant/animal remains with local universities and other collections,
 2. Use available technical services including obsidian hydration analysis, x-ray fluorescence, ethnobotanical studies, C-14 analysis.
- C. Coordinate with the MLD as needed and under the direction of PWD staff.

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VIII. Provide Regulatory Guidance on an as-needed basis

The Consultant will:

- A. Provide guidance regarding regulatory requirements for archaeological resources (Section 106 of the NHPA, CEQA, etc.) and regulating agencies (e.g. US Army Corps of Engineers).

Wildlife and Botanical Services

The Consultant shall assess the potential impacts of a proposed project upon botanical and wildlife resources, determine the presence or absence of listed plant and animal species within a project site, and monitor the project construction to protect plant and animal resources. The Consultant will need to be able to conduct the following types of studies and actions;

I. Conduct Plant Community and Wildlife Habitat Assessments

- A. For all projects, regardless of location within the County or source of funding, review relevant databases;
 - 1. Review California Natural Diversity Database (CNDDDB) and other databases for listed species,
 - 2. Contact local biologist and/or biologist from the California Department of Fish & Game (DFG) and/or US Fish & Wildlife Services (FWS) regarding known
 - 3. occurrences of listed species, if warranted,
 - 4. Contact species experts, if warranted.
- B. For projects requiring a general analysis under the California Environmental Quality Act (CEQA), the Consultant will conduct site visit to characterize habitats and wildlife/vegetation present;
 - 1. Conduct survey to characterize plant communities including special physical and habitat features and identify botanical species potentially present and characterize wildlife habitats including special habitat features and identify wildlife species potentially present at the proposed project site and adjacent areas.
 - 2. Identify adjacent land uses and photograph relevant features of the adjacent site.
 - 3. Prepare a report in a format requested by the PWD. Report must be submitted to PWD Environmental staff within 15 days of completing the site visit. The report shall include;
 - a) Methods used in analyzing the project site,
 - b) Assessment of the habitat,
 - c) Map of proposed project site showing different wildlife habitats, plant communities and important environmental features,
 - 1. Using Arc-GIS compatible shape files
 - d) Discussion and recommendations based on findings at the site,
 - e) List of species (flora and fauna) with a potential to inhabit the project site, including both their state and federal status
- C. For projects within the permit area of the East Contra Costa County Habitat Conservation Plan (HCP) use protocols established by the HCP (as found on the website www.cocohcp.org) to determine the;
 - a) Land cover type
 - b) Presence of uncommon vegetation types
 - c) Presence of uncommon landscape types

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1. For those areas with specific land cover types outlined in the Final HCP, determine if target species habitat elements exist on the project site.
2. Prepare a Project Survey Report according to the HCP template (as found on the website www.cocohcp.org) and submit it within two (2) weeks of the visit to the project site and submit it to PWD staff.
3. For federally funded projects that must comply with the National Environmental Policy Act (NEPA), the Consultant will conduct wildlife studies in conformance with the standard California Department of Transportation (CalTrans) Federal Highways Administration (FHWA), Natural Environment Study (NES), and Biological Assessment (BA) guidelines and incorporate the wetland delineation.
4. If the project lies within the permit area of the East County HCP, incorporate HCP avoidance, minimization, and mitigation strategies to meet the NEPA requirements for impacts to federally listed species and the habitats upon which they depend.
5. Determine the potential use of the site by state and federally listed species. Species will be ranked as either "Not Present", "Unlikely", "Moderate", or "High" depending upon the suitability of the habitat or proximity of any known records uncovered in the database search.
6. Prepare a Natural Environment Study (NES), Biological Assessment (BA), Wetland Delineation within two (2) weeks of field work. The BA and Wetland Delineation will be appendices to the NES.
 - a) For federally funded projects within the permit area of the East Contra Costa County HCP, incorporate HCP avoidance and minimization measures and HCP Fees into the NES/BA documents as mitigation elements.

II. Listed Species Botanical and Wildlife Surveys

The Consultant shall conduct surveys for listed wildlife species according to approved County, FWS or DFG protocols to determine presence or absence of the listed species at or near the proposed project site, if determined necessary by FWS or DFG staff.

- A. Conduct a wildlife survey per the FWS or DFG guidance documents or survey protocols in the proposed project site plus any additional areas required by the survey protocol.
- B. Conduct botanical surveys at appropriate times of the year per any FWS or DFG guidance documents or survey protocols in the proposed project site, plus any additional areas required by the survey protocol.
- C. If the project area lies within the permit area of the East County HCP and habitat elements for specific species are present, then conduct preconstruction surveys conforming to the requirements in the Final HCP (as found on the website www.cocohcp.org) for any species.
- D. Prepare a report of the findings (per the FWS or DFG protocol) and submit the report to the PWD Environmental staff within 15 days of completing the site visit (or as mutually agreed upon by the PWD and the Consultant), to include;

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1. Copies of field notes and data sheets used to record data.
2. Copies of photographs of the project site and any individuals observed of a listed species.
3. Summary of survey dates, times (begin and end times), names of surveyors and relevant environmental conditions.
4. A description of the methods used.
5. A description of the numbers and size of all individuals observed.
6. A description of the potential threats to the listed species at the site and recommendations for mitigation.
7. A map of the area showing the survey locations, habitat and sightings.
 - a) Using Arc-GIS compatible shape files

III. Pre-construction wildlife surveys

The Consultant will conduct pre-construction surveys for a listed species shortly before the beginning of construction to determine presence or absence of the target species at the proposed construction site.

- A. Within 7 to 14 days prior to the commencement of construction, Consultant will conduct a pre-construction survey to identify state or federally listed species at the proposed project site and in the immediate vicinity of the project site. PWD staff will notify the Consultant of the start date as soon as the Notice to Proceed is issued.
- B. Contact PWD staff within 24 hours, upon finding any listed species at the project site or in the immediate vicinity.
- C. Prepare a short report documenting the methods used and findings. The Consultant will submit this report to the PWD within two days of conducting the survey.

IV. Pre-construction botanical salvage:

Some regulatory permits may require the County to salvage individuals of a listed plant species before the commencement of construction to mitigate the effects of the proposed project. The salvage may occur at any time of the year in advance of the project and may involve a variety of life stages. Salvage operations would only occur under the appropriate "take" permits authorized by either FWS or DFG. Salvage of common species (e.g. willow or cottonwood) may also occur without consultation with FWS or DFG.

The Consultant will:

1. Conduct a survey within 7 to 14 days prior to commencement of construction for specifically identify state or federally listed species in the proposed project site and in the immediate vicinity of the project site to determine the exact location of individuals.
2. Prepare a map showing the locations of the individuals of the listed species with notes indicating which individuals are most suitable for salvage.
3. Using existing FWS and DFG protocols and guideline documents, the Consultant will coordinate with the appropriate FWS or DFG staff to remove portions or all of individual plants and/or collect seed from the proposed project site. The Consultant will store plant materials under their specific and most appropriate conditions to maximize survival.
4. Using either internal nursery resources or contracting with another native plant nursery, grow seeds or individuals to a size specified by PWD to maximize successful replanting at the project site (once construction is complete) or at another mitigation site approved by either DFG or FWS.

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5. Prepare a short report documenting the methods used and results of efforts. The report is due to the PWD within 30 days after salvage has occurred or as negotiated with the PWD.

V. **Construction monitoring for potential botanical and wildlife impacts**

Consultant will monitor construction activities, move individuals of listed species, (under appropriate permit conditions), and create and deliver education programs to PWD staff and construction contractor employees. Consultant will do the following:

A. **Daily monitoring during construction;**

The Consultant will provide one FWS or DFG approved biologist to remain on site at all times during construction. The biologist will arrive early enough each day to do a sweep of the work area prior to start of construction. The Consultant will complete a daily monitoring report which documents dates, times, activities, listed species found and their disposition, and any non-compliance issues. The daily monitoring report will be submitted to PWD staff, within 14 days of the biologist's completion of work.

B. **Training session for construction personnel;**

The Consultant will conduct a training session prior to the start of construction. The purpose of the training will be to teach construction personnel how to identify listed species, the areas they are likely to inhabit, why they are protected, and what to do if one is found. The Consultant will also train someone from the construction contractor's team to handle the duties (referenced in the above section V-A of this scope) of sweeping the work area and preparing a daily monitoring report

C. **Final Report for monitoring results;**

Within 30 days after the completion the construction project, the Consultant will submit a final report summarizing all monitoring activities. The report will include copies of completed daily monitoring reports and a brief summary of the monitoring results (paragraph form), and submit it to PWD Environmental staff.

D. **Project management;**

The Consultant will manage, coordinate and oversee the biologists and maintain ongoing communications with PWD personnel, the construction contractor, FWS, DFG (as necessary), and the Consultant staff.

Scope of Services: Fishery Services

To assess the potential impacts of a proposed project upon fishery resources (both anadromous and non-anadromous), determine the presence/absence and relative counts of listed fish species within a project site or adjacent stream resources, the Consultant will need to be able to conduct the following types of studies.

I. Fishery habitat assessment

A. Review relevant information from the following fishery sources;

1. Review California National Diversity Database (CNDDDB) and other databases, appropriate to the specific project
2. Results from recent local studies
3. Contact local or agency biologists re: known occurrences of listed species, if warranted
4. Contact species experts, if warranted

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- B. Prepare data collection plan;
 - 1. Meet with PWD staff to clarify County goals and potential impacts of proposed project on fishery resources.
 - 2. Develop detailed methodology for each indicator to be evaluated including but not limited to;
 - a) Impediments to fish migration
 - b) Habitat mapping
 - c) Water quality assessment
 - 3. Obtain review from the PWD and appropriate regulatory agency staff.
 - 4. Finalize data collection plan.
- C. Conduct site visit to assess quality of fish resource habitat.
 - 1. Assess and map fish habitat within project area and in mutually agreed upon areas upstream/downstream of project area, including;
 - a) Shaded riverine aquatic habitat
 - b) Essential Fish Habitat
 - c) Physical features of the stream (e.g. undercut banks, pools, riffles, runs, man-made structures)
 - d) Spawning gravels
 - e) Impediments to fish passage or threats to fish habitat
 - 2. Assess and map potential barriers to fish passage using criteria from scientific literature and regulatory protocols (if applicable).
 - 3. Install water temperature monitoring devices at representative locations to obtain hourly temperature data over period of several months.
- D. Analyze data and prepare a report (using the format for the California Department of Transportation (Caltrans) Biological Assessment, when applicable). This report is due within two (2) weeks of completing field studies. The report shall include;
 - 1. Methodology used
 - 2. Results of site visit
 - 3. Assessment of the fish habitat
 - 4. Arc-GIS compatible shape file and map showing;
 - a) Habitat types
 - b) Essential Fish Habitat
 - c) Physical structure of stream
 - d) Location of spawning gravels
 - e) Location of occupied redds
 - f) Impediments to fish passage
 - g) Threats to fish habitat
 - 5. Discussion and recommendations

II. Fish population studies;

Depending upon the results of the fish habitat assessment, focused studies on fish populations may be desired. These studies may include the following elements;

- A. Conduct fish counts of anadromous fish during spawning season.
 - 1. For each seasonal run and species, the Consultant will sample random reaches of a creek and then conduct counts of living and dead fish.
 - 2. Using statistical analysis extrapolate data to determine spawning population for specific segments of stream.

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- B. Conduct fish counts during non-spawning season;
 - 1. Using electroshock devices, nets, and/or seines sample random reaches of a stream and conduct counts of fish by species and age group.
- C. Conduct redd survivorship studies;
 - 1. With appropriate permits from National Marine Fisheries Service monitor progress of random redds,
 - 2. Upon emergence of fry, excavate subsections of each redd to count number of failed egg masses within each sample,
 - 3. Using statistical analysis extrapolate data to determine percent survivorship of eggs.
- D. Analyze data and prepare a report to be submitted within two (2) weeks of completing field work (using the format for the Caltrans Biological Assessment). The report shall include;
 - 1. Methodology used
 - 2. Results of habitat assessment(s)
 - 3. Arc-GIS compatible shape file and map showing
 - a) Sample locations
 - b) Essential Fish Habitat
 - c) Physical structure of stream
 - d) Location of spawning gravels (if applicable)
 - e) Location of occupied redds (if applicable)
 - f) Impediments to fish passage (if applicable)
 - 4. Discussion and recommendation

Scope of Services - Mitigation Design:

- III. Contra Costa County Public Works Department (PWD) strives to avoid and minimize the impacts of potential projects wherever possible. However, in some instances unavoidable impacts to sensitive resources (wetlands, riparian areas, and listed species habitat) may occur.

In these situations the Consultant will work with PWD staff to design mitigation and restoration of the affected habitat which meet regulatory requirements outlined by California Environmental Quality Act (CEQA) and/or regulatory permits issued by various other resource agencies.

I. The Consultant will assess conditions at the proposed mitigation site

- A. Review applicable California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documents and/or regulatory permits to determine mitigation needs.
- B. Conduct a field review of the proposed mitigation site with PWD staff.
- C. Conduct surveys and tests of field conditions including, but not limited to;
 - 1. Fluvial geomorphology
 - 2. Groundwater levels
 - 3. Soil nutrients and toxins

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II. The Consultant will develop a conceptual plan by:

- A. Preparing a conceptual design map of proposed project site showing;
 - 1. Areas of inundation, realigned channels, or other pertinent hydrology,
 - 2. Vegetation planting location, including species,
 - 3. Irrigation facilities location,
 - 4. Maintenance access,
 - 5. Areas in need of erosion control.
- B. Develop a preliminary budget to reflect installation and maintenance of proposed project.
- C. Prepare a report and submit it to PWD staff within two (2) weeks of completion of the field work. The report should discuss;
 - 1. How proposed project meets mitigation needs,
 - 2. Methods used to develop the conceptual design,
 - 3. Constraints and opportunities associated with the conceptual design,
 - 4. Subsequent steps required to complete the design process.

III. The Consultant will develop plans, specifications, and cost estimate

- A. Using the California Department of Transportation (Caltrans) and/or Contra Costa County Public Works Department (PWD) standard plans and specifications the Consultant will develop the following;
 - 1. Plan views of the proposed project site (including control lines and elevation contours provided by the PWD) showing;
 - a) Planting locations including species,
 - b) Irrigation system layout,
 - c) Grading plans,
 - d) Location of erosion and sediment controls.
 - 2. Specific details of project elements including;
 - a) Planting details,
 - b) Irrigation details,
 - c) Erosion and sediment control installation detail.
 - 3. Specifications to support all elements shown in the plans;
 - a) Irrigation flow rates and application schedules,
 - b) Maintenance regime,
 - c) Monitoring requirements,
 - d) Success criteria to be met within specific timelines as determined, reviewed, and approved by the PWD.
 - 4. If requested by the PWD, the Consultant will prepare a contingency plan for review and approval in case of irrigation system failure.

IV. Monitor mitigation success

The Consultant will:

- A. Review mitigation requirements to determine monitoring strategy

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- B. Check mitigation site and assess plantings, wetland creation, and/or listed species habitat to determine if success criteria have been met
- C. Make recommendations as needed to ensure success criteria are met
- D. Develop a short report summarizing the success of the mitigation site, due within 30 days after plantings have been installed or as negotiated with the PWD.

Scope of Services – Wetland Delineation:

To assess potential impacts of a proposed project upon wetland resources and waters of the US the Consultant will need to be able to conduct wetland delineations according to the 1987 US Army Corps of Engineers (USACE) manual and Arid West manual.

- I. Review the National Wetland Inventory Map compiled by the US Fish and Wildlife Service (USFWS).
- II. Determine the boundaries of any pools, wetlands, streams including ordinary high water (OHW);
 - A. Follow 1987 USACE and Arid West protocol for determining the hydraulic, soils and vegetation parameters for wetlands.
- III. Prepare a map of Waters of the United States, including any wetlands and special aquatic habitats using digital and/or hard copy maps provided by the PWD.
 - A. Submit the draft map and copies of data sheets to the PWD (the wetland map should include data points and photo points) within two (2) weeks of completion of field work.
 - 1) Using Arc-GIS compatible shape files
 - B. Revise the wetland delineation map based upon comments made by the PWD staff.
- IV. Prepare a report of the wetland delineation and submit it to PWD staff within 2 weeks of completion of field work. The report should outline the following;
 - A. Proposed project description,
 - B. Delineation methods including use of atypical criteria,
 - C. Results and conclusions,
 - D. Copies of data sheets.
- V. Conduct a field verification with USACE, if requested;
 - A. The Consultant will notify PWD staff of the date and time of the field verification meeting.
- VI. Revise map and report based on USACE comments within two weeks of field verification meeting.

Send copy of final report and any approved maps received by the USACE, to the PWD within one (1) week of completion/receipt.

APPENDIX B

Professional Services Payment/Rates

In order to be compensated, please provide the following information:

<u>Job Title</u>	<u>Rate-per hour</u> <u>(Mar 2009 – Feb. 29, 2012)</u>
Biologists / Botanists	\$80-185
CAD / GIS / Graphics Analyst	\$75-150
CEQA/NEPA Specialists	\$85-145
Cultural Resources Specialists	\$55-160
Engineers / Hydrologists	\$105-175
Lab Technicians	\$45-115
Principals	\$150-220
Production Coordinators	\$40-95
Project Administrators/Project Assistants	\$40-130
Regulatory Permitting Specialists	\$40-180
Restoration Specialists	\$80-125
Administrative cost	Not to exceed 10%; for Subcontracting only

NOTE: Rates shall remain in effect for the duration of the contract. The consultant will promptly notify the Environmental Unit staff of the Contra Costa County Public Works Department (Environmental staff) of any additional personnel changes (acquired, released, or promoted) prior to submitting invoices. Any additional classifications will not be considered.

Reimbursables: In order to be compensated, please provide the following information:

Mileage: \$0.55/mile or the current IRS rate

Parking and Toll, if
applicable
(attach documentation)
Photo Copy Charge: \$0.15/B&W copy
(attach \$1.38/Color copy
documentation)
Incidental Direct Charge
(attach documentation)
-List:

APPENDIX C

Project Personnel

NOTE: Please provide project personnel and titles. Any personnel that are not listed for this contract, will not be compensated for payment.

Name	Job Title
Alicia Pool	Biologist
Ariel Storm	Biologist
Craig Seltenrich	Biologist
Daria Snider	Biologist
Eric Stitt	Biologist
Keith Kwan	Biologist
Larry Travanti	Biologist
Leslie Mirise	Biologist
Lourdes Rugge	Biologist
Marc Beccio	Biologist
Marin Meza	Biologist
Natasha Bartley	Biologist
Tom Keegan	Biologist
Tom Scofield	Biologist
William Clapp	Biologist
Debra Sykes	Botanist
Tara Collins	Botanist
Jenny Hill	CAD Analyst
Kevin Ortega	CAD Analyst
Alfredo Aguirre	CEQA/NEPA Specialist
Anne Surdzial	CEQA/NEPA Specialist
Jesus Olmos	CEQA/NEPA Specialist
Kyle Johnson	Cultural Resources Specialist
Lisa Westwood	Cultural Resources Specialist
Roger Mason	Cultural Resources Specialist
Stephen Páppas	Cultural Resources Specialist
Jeff Meyer	Engineer / Hydrologist
Dave Krolick	GIS Analyst
Erik Keethe	GIS Analyst
Jeffrey Swager	GIS Analyst
Kate Belden	Graphics Analyst
Jared Emery	Hydrologist
William Christner	Hydrologist
Dustin Brown	Lab Technician
Bjorn Gregersen	Principal
Hal Freeman	Principal
Jim Stewart	Principal
Peter Balfour	Principal

Name	Job Title
Heather Emery	Production Coordinator
Wendy Scott	Production Coordinator
Tonni Clark	Project Administrator
Amy Sands	Project Assistant
Brandy Eisner	Project Assistant
Craig Hiatt	Regulatory Permitting Specialist
Cynthia Herzog	Regulatory Permitting Specialist
Holly McClure	Regulatory Permitting Specialist
Michelle Archuleta	Regulatory Permitting Specialist
Richard O'Neil	Regulatory Permitting Specialist
Sally Bartindale	Restoration Specialist
Sarah Egan	Restoration Specialist

APPROVALS/ACKNOWLEDGEMENTS
(Consulting Services Amendment & Contract)

\$100,000.01 and Over

APPROVALS

RECOMMENDED BY THE DEPARTMENT

By: _____

Designee

APPROVED BY COUNTY ADMINISTRATOR

By: _____

Designee

FORM APPROVED BY COUNTY COUNSEL

By: _____

Designee

CONSULTANT

ECORP Consulting, Inc.

Print name of business entity

By: _____

Signature of individual or officer

By: _____

Print name and title A, if applicable

By: _____

Signature of individual or officer

By: _____

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 February 24, 2009, before me, Kathy J. Queen, Notary Public, (insert name and title of the officer) Notary Public, personally appeared Hal Freeman and Bjorn Gregersen, 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~~ he/she/they executed the same in ~~his~~ his/her/their authorized capacity(ies), and that by ~~his~~ 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

of

(SEAL)

Notary

Public

