

1. Contract Identification.

Department: Public Works Department

Subject: On-Call Environmental Assessment services (Variety of Specialties)

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

Contractor: Post, Buckley, Schuh & Jernigan, Inc. dba PBS&J

Capacity: Corporation

Address: 1200 Second Street
 Sacramento, CA 95814

3. Term. The effective date of this Contract is May 1, 2009. It terminates on May 1, 2012 unless sooner terminated as provided herein.

4. Payment Limit. County's total payments to Contractor under this Contract shall not exceed
\$ 250,000.00.

5. County's Obligations. County shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. General and Special Conditions. This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. Project. This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference:

To provide on-call services regarding environmental compliance for a variety of public works, airport, and flood control projects. The contract is between Post, Buckley, Schuh & Jernigan, Inc. DBA PBS&J and Contra Costa County Public Works Department (PWD), to provide Acoustics, Arboriculture, Biological, Mitigation/Restoration design and wetland delineation services, as necessary. Countywide.

9. Legal Authority. This Contract is entered into under and subject to the following legal authorities:

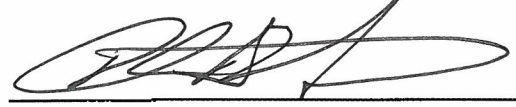
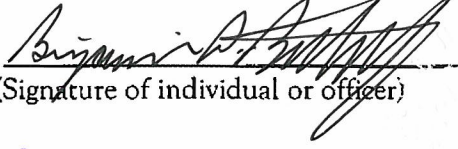
Government Code section 31000

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

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By _____ Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
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CONTRACTOR

Name of business entity: Post, Buckley, Schuh & Jernigan, Inc. By  (Signature of individual or officer) <u>CHARLES I. ADAM, PRESIDENT</u> (Print name and title A, if applicable)	Name of business entity: Post, Buckley, Schuh & Jernigan, Inc. By  (Signature of individual or officer) <u>Benjamin P. Butterfield, Secretary</u> (Print name and title B, if applicable)
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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). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

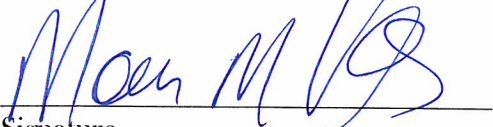
ACKNOWLEDGMENT

STATE OF ~~CALIFORNIA~~^{FLORIDA})
 HILLSBOROUGH)
COUNTY OF ~~CONTRA COSTA~~)

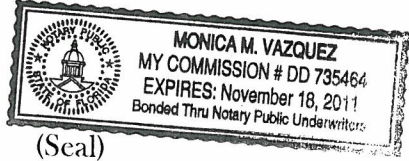
On April 14, 2009, before me, Monica M. Vazquez
(insert name and title of the officer), personally appeared Charles T. Homan, President
_____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that 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 foregoing paragraph is
true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.



Signature



ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

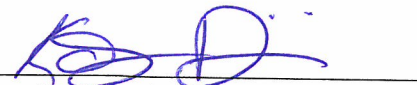
APPROVALS

RECOMMENDED BY DEPARTMENT

By: 

Designee

FORM APPROVED
COUNTY COUNSEL

By: 

Deputy County Counsel
4-20-09

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

I. OVERVIEW

Contra Costa County Public Works Department (Department) is involved in the planning, design, and construction of a variety of Contra Costa County Public Works and Contra Costa County Flood Control and Water Conservation District (District) projects. Projects range from simple road maintenance projects to more complex capital road, airport, and flood control channel improvement projects. In support of these projects, environmental compliance is needed. Therefore, assistance from specially trained Contractors is necessary for executing environmental compliance.

This Agreement is to provide on call services regarding environmental compliance for a variety of public works, airport, and flood control projects. The Agreement is between **Post, Bruckley, Schuh & Jernigan, Inc.** (Contractor) and **Contra Costa County Public Works Department (PWD)** to provide acoustics, arboriculture, cultural, biological (botanical, fisheries, wildlife), mitigation and restoration design, and wetland delineation assessment services, as necessary.

The Department has determined that Contractor is qualified to conduct on call acoustics, arboriculture, cultural, biological (botanical, fisheries, wildlife), mitigation and restoration design, and wetland delineation assessment services, as necessary. Department staff will contact the Contractor, as necessary, to identify the task, determine the cost and schedule, prior to implementing work for each on call task.

II. DEPARTMENT CONTACT INFORMATION

All reports shall be submitted to:

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

III. COUNTY TASK ORDER AUTHORIZATION PROCEDURES

A. STANDARD TASK ORDER REQUESTS

During the term of this Agreement, when County has a need for Contractor to provide environmental compliance services, County will deliver a written Task Order Request to Contractor, in the form included hereto as **Attachment 1**. Within **seven (7)** days following delivery of the Task Order Request, Contractor shall provide a written Task Order Response, in the form attached hereto as **Attachment 2**, including a proposed scope of services for the particular Task Order Request, a proposed cost breakdown for these services and a schedule that meets County's deadlines as stated in the Task Order Request. Once County and Contractor agree to a final scope of services, cost breakdown (with a Payment Limit that does not cause the total payments under this Agreement to exceed the Payment Limit set forth in Form L-1, Section 4 Payment Limit of this Agreement) and schedule, County will deliver 2 unsigned originals of a Task Order Authorization, in the form attached hereto as **Attachment**

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Contractor
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3, to Contractor for execution by Contractor.

Contractor shall execute and deliver the 2 originals of the Task Order Authorization to County. Upon receipt of both signed originals of the Task Order Authorization, County shall execute both originals of the Task Order Authorization and return 1 signed original to Contractor. Contractor may not proceed with, and will not be compensated for, any services provided without a Task Order Authorization executed by County.

Following the County's delivery of a fully executed Task Order Authorization, the Contractor shall begin work as agreed to in the Task Order Authorization.

B. URGENT TASK ORDER REQUESTS

Under certain limited circumstances, County may require Contractor to provide services immediately, without following the Task Order Request and Task Order Response procedures set forth above. In such cases, upon verbal agreement as to the scope of services, the Payment Limit and the schedule for the particular task, County will deliver to Contractor, by personal delivery, facsimile or e-mail, 2 unsigned originals of a Task Order Authorization. Within 24 hours following delivery of the Task Order Authorization, Contractor shall execute and deliver the 2 originals of the Task Order Authorization to County. Upon receipt of both signed originals of the Task Order Authorization, County shall execute both originals of the Task Order Authorization and return 1 signed original to Contractor. County may require Contractor to provide services **immediately** for the following tasks:

- The discovery of human remains and/or cultural artifacts during any task.
- The discovery of a state or federally listed threatened or endangered species.
- Hazardous, or potentially hazardous, situations that pose an immediate danger to the proper functioning of a public works facility, its users and adjoining private improvements, such as a landslide or creek bank erosion, that require immediate assessment and preparation of interim and/or permanent repair design work.

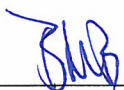
C. AUTHORIZED REPRESENTATIVES

During the term of this Agreement, the Department Head, on behalf of County, and the following individuals, on behalf of Contractor, are authorized to execute Task Order Requests, Task Order Responses and Task Order Authorizations for services under this Agreement:

For the Contractor: The following personnel with the classified positions are authorized to sign:

- Group Manager
- Sr. Group Manager
- Division Manager

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Notwithstanding anything to the contrary, the Department Head is not authorized to execute a Task Order Authorization that causes the total payments under this Agreement to exceed the Payment Limit set forth in Form L-1, Section 4, Payment Limit of this Agreement.

IV. COUNTY OR DISTRICT PROJECTS

During the term of this Agreement, Contractor shall perform, at County's request, environmental compliance services for a variety of public works, airport, and flood control projects.

V. CONTRACTOR TASKS (SCOPE OF WORK)

During the term of this Agreement, Contractor shall perform, at County's request, one or more of the following tasks for acoustics, arboriculture, biological, mitigation and restoration design and wetland delineation assessment:

A. SCOPE OF SERVICES: ACOUSTIC STUDIES

The Contractor shall provide professional services that will include conducting studies regarding the ambient sound environment, sensitive noise receptors, potential acoustical impacts from construction and operation of Public Works Department (PWD) facilities and will also include writing reports to PWD staff. The Contractor may need to be able to perform any or all of the following services:


1. Conduct acoustical studies and prepare acoustical studies reports.

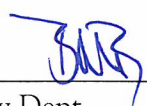
The Contractor will:

- a. Determine which noise criteria are applicable to the project; this includes County, State, and Federal guidelines, including the County and City Noise Elements, the State Building Code, and the California Environmental Quality Act (CEQA).
- b. Noise criteria shall be identified both for construction noise and operational noise.
- c. Visit the project site and identify the potential noise sources and noise-sensitive receivers.
- d. Measure existing noise levels at the appropriate locations.
 - i. This could be the project property line, nearby noise-sensitive receivers, and/or other locations specified by the applicable noise criteria.
 - ii. The measurements shall use the metric(s) required by the applicable noise criteria (e.g., L_{eq1} , DNL, L_{max2}).
 - iii. Access to the site shall be provided by the PWD. If access is not provided, by the PWD, to a location (e.g., private property), then that location shall not be included in the analysis.

1 L_{eq} - The equivalent steady-state A-weighted sound level that, in a stated period of time, would contain the same acoustic energy as the time-varying sound level during the same time period.

2 L_{max} - The maximum A-weighted sound level measured during a period of time.

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- e. Calculate the expected noise levels at the locations of interest (e.g., property line, nearby receiver).
 - i. The calculations shall be for noise both during construction and after completion (i.e., under operation).
 - ii. The calculations shall either use an accepted industry model, such as the Traffic Noise Model (TNM3) or standard acoustical calculation methods (e.g., decibel drop-off based on distance).
 - iii. Compare the predicted noise levels with the applicable project criteria.
- f. Where the project-generated noise is expected to exceed the criteria, develop noise mitigation schemes to meet the criteria.
 - i. This mitigation can include general procedures (e.g., limits to construction hours, use of vibratory tools instead of impact tools) and specific recommendations (e.g., sound walls of a certain height).
 - ii. If the mitigation is not feasible (e.g., a 20-foot sound wall), provide the expected noise levels that would result with lesser mitigation.
- g. Prepare a draft and final written report and submit findings and recommendations to the PWD. Draft reports shall be submitted within two weeks of completing field work. Final reports shall be completed within one week of receiving comments from PWD staff.
 - i. For projects requiring compliance with the National Environmental Policy Act (NEPA) the Contractor shall conduct all necessary acoustic and noise studies in accordance to California Department of Transportation (CalTrans) protocols as outlined in the Standard Environmental Reference (SER) manuals.
 - ii. The necessary reports must incorporate the appropriate content and format required by the Caltrans guidance document. The Contractor shall be responsible for determining which reports (listed below) will be necessary to satisfy NEPA requirements and may include the following reports, format/outlines, or protocols:
 - *Annotated Noise Study Report (NSR)*
 - *Noise Abatement Decision Report (NADR)*
 - *Traffic Noise Model (Version 2.5)*
- h. Draft reports shall be submitted within two weeks of completing all field work. Final reports shall be submitted within one week of receiving comments from PWD staff.

2. Noise Monitoring.

The Contractor will:

- a. During construction, at to-be-agreed-upon intervals, the Contractor will measure construction noise at the locations of interest.
 - i. The duration of the measurements will be as long as required to show compliance with the project criteria (e.g., 24 hours for Daily Noise Level (DNL) criteria). If spectral data are needed, recordings of the noise shall be made; if needed, the measurements shall be attended.

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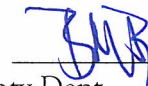

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- ii. The data shall be compared to project criteria to determine whether construction noise is exceeding the criteria. PWD shall be informed whether the criteria are being exceeded.
 - a) This determination shall be made within three (3) business days after the completion of the measurements (e.g., if measurements are completed on a Thursday afternoon, typically, the deadline would be at the end of the following Tuesday).
 - b) The results of the measurements shall be reported to the PWD on the third day.
 - c) If there are no criteria exceedances an email summary is sufficient.
 - d) If there are exceedances, that fact can be reported via email to PWD staff. An official report will be due within one week after the completion of the measurements. This report shall include suspected reasons why the criteria are being exceeded and potential additional mitigation.
- iii. The final written report shall be submitted to the PWD within one week of receiving comments from PWD staff.
- b. During operation of the project (i.e. after construction has been completed), at to-be-agreed-upon intervals, measure project-generated noise at the locations of interest.
 - i. The duration of the measurements will be as long as required to show compliance with the project criteria (e.g., 24 hours for DNL criteria). If spectral data are needed, recordings of the noise shall be made; if needed, the measurements shall be attended.
 - ii. The data shall be compared to project criteria to determine whether construction noise is exceeding the criteria. PWD staff shall be informed whether the criteria are being exceeded.
 - a) This determination shall be made within three (3) business days after the completion of the measurements (e.g., if measurements are completed on a Thursday afternoon, typically, the deadline would be at the end of the following Tuesday).
 - b) The results of the measurements shall be reported to the PWD on the third day.
 - c) If there are no criteria exceedances, an email summary is sufficient and should be sent to PWD staff.
 - d) If there are exceedances that can be reported via email, an official report shall be submitted to the PWD within one week of completing field measurements. This report shall include suspected reasons why the criteria are being exceeded and potential additional mitigation.

B. SCOPE OF SERVICES: ARBORICULTURE

The Contractor shall provide the following professional services; assessing the impacts of proposed projects upon tree resources; making recommendations on ways to avoid and minimize potential impacts from the proposed project; assist County staff and contractors in properly trimming trees as part of a project; and assessing the hazard potential of trees on public and private resources. The Contractor may need to be able to perform any or all of the following services:

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1. Contractor will assess potential impacts of a proposed project upon tree resources.

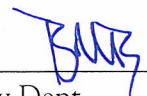
The Contractor will:

- a. Conduct project site visit;
 - i. Meet with PWD representatives to discuss the proposed project, likely construction techniques, and other issues associated with the proposed project. PWD to determine the meeting date.
 - ii. Mark trees with non-harmful technique like tree tags
 - a) Determine species
 - b) Classify health and/or condition of each tree based upon standard protocols
- b. Determine risk to tree resources based upon proposed project description.
 - i. Use an established and appropriate methodology or develop methodology based upon the following specifics; species of tree, health/condition/vigor of the trees, type of proposed impacts, and distance of proposed impacts to tree;
- c. Prepare and submit a report within 30 days of the completion of field work that includes
 - i. Map of proposed project site, identifying trees that could be impacted;
 - a) Map shall be in both paper and Arc-GIS compatible shape file formats
 - b) Map shall identify all trees by an identification number
 - ii. Define and discuss the methodology used;
 - iii. Table of identified trees indicating
 - a) Tree identification number
 - b) Species
 - c) Vigor/health/condition
 - d) Resistance to potential impact
 - e) Distance from potential impact
 - iv. Analysis of potential impacts to trees based upon;
 - a) Type of activity proposed
 - b) Distance of tree from proposed activity
 - c) Health/Condition/Vigor of trees
 - d) Species of trees
 - e) Resistance of trees to proposed activity
 - v. Estimates of mortality from proposed project, with and without, avoidance and minimization efforts
 - vi. Recommendations on avoidance and minimization measures to reduce potential tree impacts

2. Contractor will coordinate with PWD staff during construction of the project.

- a. Attend preconstruction meeting with PWD's Construction Division representatives, Environmental unit representatives, and construction contractor

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- i. Provide information regarding measures to be used to avoid and minimize impacts to tree resources as specified within the construction contract
- b. Provide education session on site with key members of the PWD's Construction Division, Environmental Unit, and construction contractor to discuss;
 - i. Value of tree resources within and adjacent to project area,
 - ii. Best management practices (BMPs) to implement during construction to avoid and minimize potential impacts,
 - iii. Construction contractor's obligation, under the construction contract, to protect and minimize tree resources
- c. Work with the PWD's Construction representative to inspect installation and maintenance of tree protection and/or pre-construction pruning.

3. Contractor will conduct appraisal of tree value.

- a. Conduct a site visit with PWD staff to determine;
 - i. Species of tree,
 - ii. Condition/health/vigor of tree,
 - iii. Nature and severity of impact,
 - iv. Beneficial uses the affected tree provides to owner.
- b. Coordinate with PWD staff to develop an appraisal of fair market value of the potentially affected tree resources.
- c. Prepare a brief appraisal which includes the basis for valuation. This report shall be submitted to the PWD for review and approval within two (2) weeks from the date of the appraisal field work.

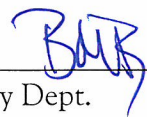
4. Assess potential hazard of trees within or adjacent to Public Right of Way.

- a. Upon request from County staff the Contractor will conduct site visit of tree resources suspected of posing risk to public right of way, adjacent facilities, or the public.
- b. Prepare a report within two weeks of completing field work that includes
 - i. Methodology used
 - ii. Assessment of the risk the subject tree poses
 - iii. Recommendations on how to minimize potential hazards of the subject tree
 - iv. Explanation of why tree must be trimmed or removed (if applicable)
- c. Attend meeting with County and private property owners, if necessary, to explain assessment of risk and recommendations

C. SCOPE OF SERVICES: CULTURAL RESOURCES

The Contractor 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

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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. The Contractor may need to be able to perform any or all of the following services:

1. Contractor will provide Archaeological/Historical Assessment.

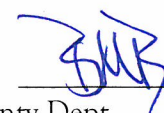
- a. Conduct research, as necessary and appropriate, at the Northwest Information Center (NWIC) at Sonoma State University. Review historical archives at local universities, County historical files, the National Register, the California Register, the California Historical Landmarks, and other pertinent 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:
 - i. 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 file formats
 - ii. Methods used to conduct the cultural resources assessment.
 - iii. 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.
 - iv. 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.
 - v. Recommend measures to avoid, minimize, and mitigate any potential impacts to cultural resources. Recommended measures shall include the feasibility of any and all measures 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.

2. Contractor will prepare Archaeological and Historic Resources Reports.

For projects that receive federal funding the Contractor 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

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- Caltrans guidance document. The Contractor shall be responsible for determining which reports (listed below) will be necessary to satisfy NEPA requirements.
- i. Archaeological Survey Report (ASR)
 - ii. Historical Resources Evaluation Report (HRER)
 - iii. Historic Property Survey Report (HPSR)
 - iv. Bridge Evaluation Report (BER)
- b. The Contractor 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.
 - i. 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.
 - i. 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

3. 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 Contractor 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.
- 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.

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The report shall include:

- i. 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
- ii. Description of the methods used to conduct the cultural resource test excavations.
- iii. Analysis of the nature of the cultural resources excavated including estimates of the age of the resource, the function, and general condition.
- iv. 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).
- v. 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.
- vi. 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.

4. Prepare Archaeological Monitoring and Data Recovery Plans.

When the results of test excavations warrant further excavation and analysis of the project site, the Contractor 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;
- 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;

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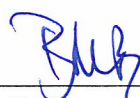
- h. The protocol to be followed in the event significant archeological resources are discovered during construction;
- i. The protocol to be followed in the event unexpected archeological remains are found at a time when archeological monitors are not present;
- j. Protective or security measures to 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.

5. Under direction of PWD staff, the Contractor will coordinate with the The Native American Heritage Commission (NAHC) and Most Likely Descendent (MLD) representative as needed.

As directed by PWD staff, the Contractor 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. Contractor will ask the NAHC to provide a list of interested local Native American representatives.
- b. Contact the MLD on behalf of the PWD.
 - i. 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.
 - ii. The Contractor 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.
 - iii. The Contractor shall compile the results of the consultation in a report and submit it to PWD within 30 days of the consultation.
 - iv. With approval from PWD staff, the Contractor 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.
- d. Under the direction of PWD staff, the Contractor will coordinate with the MLD as needed throughout the construction of the project.

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6. The Contractor 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:
 - i. The location, nature, and significance of the cultural resources known or anticipated to be found on site.
 - ii. Visual or other modes of identification (smell, texture, etc.) that would help the construction contractor or PWD inspectors/ construction managers to identify cultural resources.
 - iii. 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
 - iv. Obtain attendance records at site of all contractor and PWD staff through the use of a sign in sheet. The Contractor 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.

7. Construction Monitoring.

The Contractor 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.
 - i. Coordinate with the PWD inspector or construction manager to ensure ability to stop work if needed to protect cultural resources.
 - ii. Excavate by hand using appropriate archaeological techniques any significant artifacts or human remains.
 - iii. 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.

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8. 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 Contractor 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
 - i. Compare collections of artifacts and plant/animal remains with local universities and other collections
 - ii. 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

9. Provide Regulatory Guidance on an as-needed basis.

The Contractor will 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).

D. SCOPE OF SERVICES: WILDLIFE AND BOTANICAL SERVICES

The Contractor 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 Contractor may need to be able to perform any or all of the following services, studies and actions:


1. Conduct Plant Community and Wildlife Habitat Assessments.

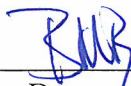
- a. For all projects, regardless of location within the County or source of funding, review relevant databases;
 - i. Review California Natural Diversity Database (CNDDDB) and other databases for listed species,
 - ii. Contact local biologist and/or biologist from the California Department of Fish & Game (DFG) and/or US Fish & Wildlife Services (FWS) regarding known occurrences of listed species, if warranted,
 - iii. Contact species experts, if warranted.
- b. For projects requiring a general analysis under the California Environmental Quality Act (CEQA), the Contractor will conduct site visit to characterize habitats and wildlife/vegetation present;
 - i. Conduct survey to characterize plant communities including special physical and habitat features and identify botanical species potentially present and characterize wildlife

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- habitats including special habitat features and identify wildlife species potentially present at the proposed project site and adjacent areas
- ii. Identify adjacent land uses and photograph relevant features of the adjacent site.
 - iii. 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,
 - 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;
 - Land cover type
 - Presence of uncommon vegetation types
 - Presence of uncommon landscape types
 - i. For those areas with specific land cover types outlined in the Final HCP, determine if target species habitat elements exist on the project site.
 - ii. 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.
 - iii. For federally funded projects that must comply with the National Environmental Policy Act (NEPA), the Contractor 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.
 - iv. 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.
 - v. 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.
 - vi. Prepare a Natural Environment Study (NES), Biological Assessment (BA), Wetland
 - vii. 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.

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2. Listed Species Botanical and Wildlife Surveys.


The Contractor 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.

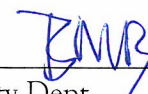
- a. Conduct a wildlife survey per the FWS or DFG guidance documents or survey protocols in the proposed project site plus any additional areas required by the survey protocol
- b. Conduct botanical surveys at appropriate times of the year per any FWS or DFG guidance documents or survey protocols in 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 Contractor), to include;
 - i. Copies of field notes and data sheets used to record data.
 - ii. Copies of photographs of the project site and any individuals observed of a listed species.
 - iii. Summary of survey dates, times (begin and end times), names of surveyors and relevant environmental conditions.
 - iv. A description of the methods used.
 - v. A description of the numbers and size of all individuals observed.
 - vi. A description of the potential threats to the listed species at the site and recommendations for mitigation.
 - vii. A map of the area showing the survey locations, habitat and sightings.
 - a) Using Arc-GIS compatible shape files

3. Pre-construction wildlife surveys.

The Contractor 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, Contractor 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 Contractor 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 Contractor will submit this report to the PWD within two (2) days of conducting the survey.

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4. 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 Contractor will:

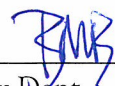
- a. Conduct a survey within 7 to 14 days prior to commencement of construction for specifically identify state or federally listed species in the proposed project site and in the immediate vicinity of the project site to determine the exact location of individuals.
- b. Prepare a map showing the locations of the individuals of the listed species with notes indicating which individuals are most suitable for salvage.
- c. Using existing FWS and DFG protocols and guideline documents, the Contractor 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 Contractor will store plant materials under their specific and most appropriate conditions to maximize survival.
- d. 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.
- e. 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.

5. Construction monitoring for potential botanical and wildlife impacts.

Contractor 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. Contractor will do the following:

- a. **Daily monitoring during construction:** The Contractor 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 Contractor 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 Contractor 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 Contractor will also train someone

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

E. SCOPE OF SERVICES - FISHERY SERVICES

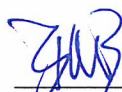
The Contractor shall provide professional services to assess the potential impacts of a proposed project upon fishery resources (both anadromous and non-anadromous species), determine the presence/absence and relative counts of listed fish species within a project site or adjacent stream resources, and write reports detailing the issues and making recommendations. The Contractor may need to be able to perform any or all of the following services:

1. Fishery habitat assessment.

The Contractor will:

- a. Review relevant databases
 - i. Review California National Diversity Database (CNDDDB) and other databases
 - ii. Results from recent, local studies
 - iii. Contact local or agency biologists re: known occurrences of listed species, if warranted
 - iv. Contact species experts, if warranted
- b. Prepare data collection plan
 - i. Meet with PWD staff to clarify County goals and potential impacts of proposed project on fishery resources.
 - ii. 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
 - iii. Obtain review from the County and appropriate regulatory agency staff
 - iv. Finalize data collection plan
- c. Conduct site visit to assess quality of fish resource habitat
 - i. 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

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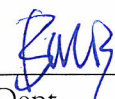
- b) Essential Fish Habitat
- c) Physical features of the stream (e.g. undercut banks, pools, riffles, runs, man-made structures)
- d) Spawning gravels
- e) Impediments to fish passage or threats to fish habitat
- ii. Assess and map potential barriers to fish passage using criteria from scientific literature and regulatory protocols (if applicable)
- iii. 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 Caltrans Biological Assessment, when applicable). This report is due within two (2) weeks of completing field studies. The report shall include;
 - i. Methodology
 - ii. Results of site visit
 - iii. Assessment of the fish habitat
 - iv. 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
 - v. Discussion and recommendations

2. Fish population studies.

Depending upon the results of the fish habitat assessment, focused studies on fish populations may be desired. The Contractor may be required to conduct/prepare the following:

- a. Conduct fish counts of anadromous fish during spawning season
 - i. For each seasonal run and species sample random reaches of a creek and conduct counts of living and dead fish.
 - ii. Using statistical analysis extrapolate data to determine spawning population for specific segments of stream
- b. Conduct fish counts during non-spawning season
 - i. 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
 - i. With appropriate permits from National Marine Fisheries Service monitor progress of random redds
 - ii. Upon emergence of fry, excavate subsections of each redd to count number of failed egg masses within each sample.

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- iii. Using statistical analysis extrapolate data to determine percent survivorship of eggs
- d. Analyze data and prepare a report which should be submitted within two (2) weeks of completing field work (using the format for the Caltrans Biological Assessment). The report shall include:
 - i. Methodology
 - ii. Results
 - iii. 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)
 - iv. Discussion and recommendation

F. SCOPE OF SERVICES - MITIGATION DESIGN


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 Contractor 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. The Contractor may need to be able to perform any or all of the following services:

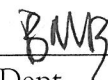
1. The Contractor will assess conditions at the proposed mitigation site.

- 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;
 - i. Fluvial geomorphology
 - ii. Groundwater levels
 - iii. Soil nutrients and toxins

2. The Contractor will develop a conceptual plan by:

- a. Preparing a conceptual design map of proposed project site showing;
 - i. Areas of inundation, realigned channels, or other pertinent hydrology,
 - ii. Vegetation planting location, including species,
 - iii. Irrigation facilities location,
 - iv. Maintenance access,

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- v. 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;
 - i. How proposed project meets mitigation needs,
 - ii. Methods used to develop the conceptual design,
 - iii. Constraints and opportunities associated with the conceptual design,
 - iv. Subsequent steps required to complete the design process.

3. The Contractor 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 Contractor will develop the following;
 - i. 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.
 - ii. Specific details of project elements including;
 - a) Planting details,
 - b) Irrigation details,
 - c) Erosion and sediment control installation detail.
 - iii. 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.
 - iv. If requested by the PWD, the Contractor will prepare a contingency plan for review and approval in case of irrigation system failure.
- b. The Contractor will develop specifications to support mitigation elements not shown on plans, including:
 - i. Storage of plant materials
 - ii. Description of backfill soil mixtures, as negotiated with the PWD.
 - iii. Description of mulch, as negotiated with the PWD.
 - iv. Plant maintenance description

4. The Contractor will monitor mitigation success.

- a. Review mitigation requirements to determine monitoring strategy
- b. Check mitigation site and assess plantings, wetland creation, and/or listed species habitat to

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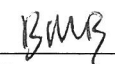
- determine if success criteria have been met
- c. Make recommendations as needed to ensure success criteria are met
 - d. Develop a short report summarizing the success of the mitigation site and submit it to PWD staff within 30 days after plantings have been installed or as negotiated with the PWD.

G. SCOPE OF SERVICES – WETLAND DELINEATION

To assess potential impacts of a proposed project upon wetland resources and waters of the US the Contractor will need to be able to conduct wetland delineations according to the 1987 US Army Corps of Engineers (USACE) manual and Arid West manual. The Contractor may need to be able to perform any or all of the following services:

1. Review the National Wetland Inventory Map compiled by the US Fish and Wildlife Service (USFWS)
2. 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.
3. 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.
 - b. Using Arc-GIS compatible shape files
 - c. Revise the wetland delineation map based upon comments made by the PWD staff.
4. 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.
5. Conduct a field verification with USACE, if requested;
 - a. The Contractor will notify PWD staff of the date and time of the field verification meeting.
6. 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.


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VI. PERFORMANCE STANDARDS

Contractor shall perform environmental compliance services in compliance with California Department of Transportation (Caltrans), or any other industry standard technical specifications, calculations, and cost estimates referenced in the Section V. Contractor Tasks (Scope of Work), or as required by each Task Order Authorization.

VII. PAYMENT DEMANDS

Contractor shall submit a written demand or invoice for the services provided under each Task Order Authorization either (i) upon completion of the services described in the Task Order Authorization if the services take less than one month to complete; or (ii) monthly, if the services under a Task Order Authorization take more than one month to complete.

In each case, Contractor shall describe the work performed and list, for each item of services, the employee categories, hours and rates (as set forth Form (P-1) Payment Provisions, and Appendices A and B).

A. Rate Schedule

See **Appendix A** (Professional Services Payment Rates) and **Appendix B** (Project Personnel) for rates that will be authorized for payment.

1. Rates shall remain in effect for the duration of the contract.
2. Monthly invoices shall be submitted for payment, based on work completed.
3. Monthly invoices shall reference on each invoice;
 - a. Invoice number
 - b. Month that work was performed
 - c. Task Order Number
 - d. Project Name and Project Number
 - e. Dept. Project Manager
4. Allowable reimbursable items must have;
 - a. Mileage;
 - i. Date of travel
 - ii. List amount of miles multiplied by the approved contract mileage rate
 - b. Receipts or documentation for back up for reimbursable items


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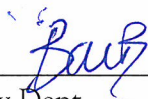

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All payment demands and payments hereunder are subject to Form P-1, Payment Provisions of this Agreement, except that County shall release funds withheld with respect to any particular Task Order Authorization after Contractor has completed all work under that Task Order Authorization, submitted final billing for such work, and the Department Head has approved the work.

VIII. NON-EXCLUSIVE AGREEMENT

Contractor acknowledges that this Agreement is not exclusive and that County may, at any and all times during the term of this Agreement, obtain environmental compliance and other types of services from any appropriate source.


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APPENDIX A

Professional Services Payment/Rates

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

<u>Job Title/Classification</u>	<u>Rate-per hour</u> (Range)
Sr Division Manager/ Principal Technical Professional	\$190–\$320/hour
Sr Group Manager/Project Director/ Sr Planner IV/ Sr Scientist IV/ Sr Engineer IV	\$175–\$320/hour
Group Manager/ Sr Project Manager III/ Sr Planner III/ Sr Scientist III/Sr Engineer III	\$140–\$220/hour
Project Manager/ Sr Planner II/ Sr Scientist II/Sr Engineer II/ Sr GIS Analyst II	\$120–\$190/hour
Associate Project Manager /Sr Planner I/Sr Scientist I/ Sr Engineer I/Sr GIS Analyst I	\$95–\$155/hour
Planner II/ Scientist II/Engineer II	\$85–\$140/hour
Planner I/ Scientist I/Engineer I	\$65–\$120/hour
Sr Administrator/Operations Coordinator/Administrative Coordinator	\$90–\$150/hour
Sr Word Processor/Regional Graphics Specialist/Sr Program Assistant	\$75–\$120/hour
Word Processor	\$65–\$120/hour
Field Technician II	\$55–\$110/hour
Planner Intern/Scientist Intern/Technician I/Administrative	\$45–\$95/hour

Note: Rates shall remain in effect for the **duration** of the contract. Monthly invoices shall be submitted for payment, based on work completed.

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

Mileage:	\$0.55/mile or Current allowable IRS rate
Meals, Parking, and Toll, if applicable:	at cost (<i>attach documentation/receipts</i>)
Direct Expenses:	
Photo Copy Charge:	at cost (<i>attach documentation/receipts</i>)
Incidental Direct Charge <i>List:</i>	at cost (<i>attach documentation/receipts</i>)
Film developing:	at cost (<i>attach documentation/receipts</i>)
Postage/Express Mail:	at cost (<i>attach documentation/receipts</i>)
Administration charges:	Not to exceed 10% (<i>For subcontracting only</i>)

APPENDIX B

Project Personnel

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

<u>Name</u>	<u>Job Title/Classification</u>
Carlos Alvarado	Scientist I
Sam Bacchini	Sr Scientist I
Emily Keller	Project Manager
May Lau	Scientist II
John Spranza	Group Manager
Ronald Walker	Sr Scientist II
Todd Wong	Scientist II
Leif Goude	Scientist Intern
George Leidy	Principal Technical Professional
Kristine Olsen	Sr Word Processor II
Emma Gill	Sr Administrative Coordinator I
Christopher Mundhenk	Project Manager
Thomas McGill	Sr Group Manager

ATTACHMENT 1
Task Order Request
On Call Services

Contract Number: _____

Pursuant to Section III of the Scope of Services for the environmental services agreement entered into as of _____, **20**_____, between County and Consultant, County issues this request for services as described below:

CONSULTANT'S NAME: _____

TASK ORDER No.: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

LOCATION: _____

TASK DESCRIPTION:

1. _____
 a) _____
2. _____

Consultant shall begin work promptly (but no later than _____ **hours/days**) following County's delivery of a fully executed Task Order Authorization.

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES: _____

COUNTY

By: _____
 Department Head

ATTACHMENT 2
Task Order Response
On Call Services

Contract Number: _____

Pursuant to Section III of the Scope of Services for the environmental services agreement entered into as of _____, **20**_____, between County and Consultant, County issues this request for services as described below:

CONSULTANT'S NAME: _____

TASK ORDER No.: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

LOCATION: _____

TASK DESCRIPTION:

1. _____
 a) _____
2. _____

Consultant shall begin work promptly (but no later than _____ **hours/days**) following County's delivery of a fully executed Task Order Authorization.

PROPOSED SCHEDULE FOR DELIVERY OF SERVICES:

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES: _____

PROPOSED SCOPE OF SERVICES FOR **TASK ORDER No.** _____:

COST ESTIMATE FOR **TASK ORDER No.** _____:

CONSULTANT

By: _____
 Authorized Representative

ATTACHMENT 3
Task Order Authorization
On Call Services

Contract Number: _____

Pursuant to Section III of the Scope of Services for the environmental services agreement entered into as of _____, **20**_____, between County and Consultant, County issues this request for services as described below:

CONSULTANT'S NAME: _____

TASK ORDER No.: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

LOCATION: _____

TASK DESCRIPTION:

1. _____
 a) _____
2. _____

Consultant shall begin work promptly (but no later than _____ **hours/days**) following County's delivery of a fully executed Task Order Authorization.

DEADLINE FOR COMPLETION OF TASK SERVICES AND DELIVERABLES: _____

SCOPE OF SERVICES FOR TASK ORDER No. _____.

SCHEDULE FOR DELIVERY OF SERVICES:

COST ESTIMATE FOR TASK ORDER No. _____

PAYMENT LIMIT FOR TASK ORDER No. _____ : \$ _____.

COUNTY By: _____ Department Head	CONSULTANT By: _____ Authorized Representative
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GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**

a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. **Modifications and Amendments.**

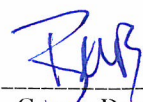
a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. **Choice of Law and Personal Jurisdiction.**

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. **No Waiver by County.** Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

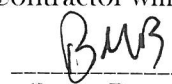
13. **Subcontract and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate the Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:


- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship.

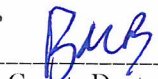
18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this



Contractor



County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will 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 written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.



Contractor



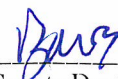
GENERAL CONDITIONS
(Purchase of Services - Long Form)

28. **Authorization.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver.** The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.



Contractor



County Dept.

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: Consultant shall submit monthly invoices for payment of Task Work completed.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.

3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.

4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.

5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials:  _____
Contractor

 _____
County Dept.