

1. **Contract Identification.**

Department: Public Works Department

Subject: Vasco Road-Camino Diablo Intersection Improvements - Construction Monitoring

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: **Condor Country Consulting, Inc.**

Capacity: Corporation

Address: 411 Ferry Street, Suite 6
Martinez, CA 94553

3. **Term.** The effective date of this Contract is January 1, 2011. It terminates on December 31, 2013 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 160,000.00.

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:

Not Applicable

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


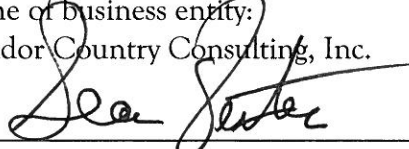
Government Code section 31000

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

COUNTY OF CONTRA COSTA, CALIFORNIA

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

CONTRACTOR

Name of business entity: Condor Country Consulting, Inc.	Name of business entity: Condor Country Consulting, Inc.
By <u></u> (Signature of individual or officer)	By <u></u> (Signature of individual or officer)
<u>WENDY DEXTER, PRESIDENT</u> (Print name and title A, if applicable)	<u>SEAN DEXTER CFO/SECRETARY</u> (Print name and title B, if applicable)

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

STATE OF CALIFORNIA)


COUNTY OF CONTRA COSTA)

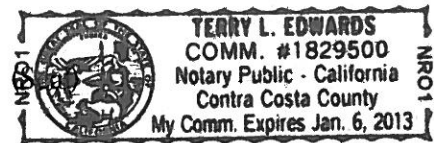
On December 14, 2010, before me, TERRY L. EDWARDS, Notary Public
(insert name and title of the officer), personally appeared WENDY DEXTER & SEAN DEXTER

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL.


Signature



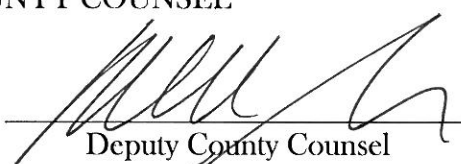
ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

By: 
Designee

FORM APPROVED
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

Condor Country Consulting
Vasco Road - Camino Diablo Intersection Improvements
Project No. 0662-6U4012
(Construction Monitoring & Reporting)

I. DEPARTMENT CONTACT INFORMATION

Condor Country Consulting, Inc. (Contractor) shall send all notices, reports, and correspondence to:
Ave Brown, Environmental Analyst
Environmental Section
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553

II. PROJECT BACKGROUND/DESCRIPTION

The Vasco Road-Camino Diablo Intersection Improvement Project (Project), Project No. 0662-6U4012, is located in eastern Contra Costa County (Brentwood area). The Project consists of improvements to the Camino Diablo and Vasco Road intersection to allow for improved efficiency and reduced congestion of intersection traffic. The improvements include the addition of two right-turn pockets: (1) from northbound Vasco Road to Camino Diablo and (2) from westbound Camino Diablo to Vasco Road; modification of existing traffic signals; additional signage; hillside excavation; paving, striping, relocation of edge drain and edge drain cleanouts; culvert extensions; relocation of concrete V ditches; and utility relocation. The Project is now ready to be constructed and requires environmental construction monitoring.

Condor Country Consulting, Inc. (Contractor) shall provide construction monitoring services to **Contra Costa County Public Works Department** (Agency) for environmental compliance of the **Vasco Road-Camino Diablo Intersection Improvement Project (Project), Project Number 0662-6U4012**, in eastern Contra Costa County.

III. CONTRACTOR SCOPE OF SERVICES

Contractor shall provide to Agency construction monitoring and environmental services for the Project and provide associated reports to ensure environmental compliance in accordance with the standards and protocols as set forth in the California Environmental Quality Act (CEQA), East Contra Costa County Habitat Conservation Plan (HCP) and Natural Community Conservation Plan (NCCP), the Clean Water Act, the State and Federal Endangered Species Acts, and the Porter-Cologne Water Quality Act or any other industry standard technical specifications, calculations, and cost estimates.

A. Task Work Summary:

- Task 1:** Preconstruction Monitoring, Reporting, and Biological Services
- Task 2:** Biological Monitoring and Reporting during Construction
- Task 3:** Optional Tasks
- Task 4:** Overall Project Management and Reporting

Initials: SAJ
Contractor

[Signature]
County Dept.

Condor Country Consulting
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B. Task Work:

Contractor shall conduct biological surveys and monitoring in accordance with East Contra Costa County Habitat Conservation Plan (HCP) Requirements. Species potentially affected include San Joaquin kit fox (SJKF), western burrowing owl (BUOW), Swainson's Hawk (SWHA), Golden Eagle (GOEA), and Townsend's western big eared bat (Bat).

Agency shall notify Contractor within 40 days of when construction activities are scheduled to begin and provide a Project limit map to Contractor.

Contractor shall provide the following task work.

TASK 1: Preconstruction Monitoring and Biological Services

- 1) Prepare Construction Monitoring Plan:** Contractor shall prepare a construction monitoring plan in accordance with the HCP. The HCP requires that the Agency submit this plan to the East Contra Costa County Habitat Conservancy.
 - a. **Deliverables:** Draft and Final plan.
 - b. **Schedule:** Contractor shall prepare and submit a draft plan to Agency within two weeks of notice to proceed for the Project. The Final plan will be submitted within one week of receiving comments from the Agency.
- 2) Monitor Wildlife Exclusion Fence Installation:**
 - a. Contractor shall monitor the Project Construction Contractor's wildlife exclusion fence installation.
 - b. **Schedule:** The Agency will coordinate with Contractor as to timing of fence installation.
- 3) Nesting Birds (GOEA & SWHA) and MBTA:** Pre-construction survey & nest mapping
 - a. In accordance with HCP requirements, Contractor shall perform Golden Eagle (GOEA) and Swainson's Hawk (SWHA) surveys for nest sites and mapping. Contractor will be required to perform the pre-construction survey and mapping for Migratory Bird Treaty Act (MBTA) nesting birds.
 - b. **Deliverables:** One map of active MBTA, GOEA, and SWHA nests within the buffer limits for the project shall be submitted to the Agency within five working days of survey completion.
 - c. **Schedule:** Contractor shall perform SWHA & GOEA surveys within 30 days prior to initiation of construction activities. MBTA surveys will be performed within 30 days prior to construction activities commencing. Contractor shall conduct further surveys as necessary throughout the construction period, upon Agency request.

Initials: SDP
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JUB
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Condor Country Consulting
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4) BUOW/SJKF: pre-construction surveys (survey) & mapping (Survey protocol is distinct from other birds)

- a. In accordance with HCP requirements, Contractor shall perform surveys prior to construction activities. Surveys shall include preemptive burrow surveys and preconstruction surveys, in accordance with (1995) California Department of Fish and Game (CDFG) protocol for Burrowing Owls (BUOW), which requires (4) four project site visits, to establish presence/absence of BUOW. Contractor shall survey for signs of San Joaquin Kit Fox (SJKF) and use of burrows. Absence of SJKF and BUOW must be established before proactive exclusion of burrows occurs. If presence of BUOW or SJKF is confirmed, contractor shall install burrow exclusion devices before the onset of nesting or pupping season.
- b. **Deliverables:** Maps identifying locations of active burrows or dens shall be submitted to the Agency within five working days of survey completion.
- c. **Schedule:** Pre-emptive burrow surveys and any necessary exclusion must be completed prior to February 1, 2011. Preconstruction surveys shall be performed within 30 days of construction.

5) Special Status Bat Preconstruction Survey:

Contractor shall conduct bat surveys in existing rocky areas (shown on map to be provided by Agency) of the project site. If presence is verified, exclusion devices shall be installed.

- a. **Deliverables:** Brief written report including photos of active bat areas shall be submitted to the Agency within five working days of survey completion.
- b. **Schedule:** Surveys and exclusion shall be completed prior to the breeding season, April 1, 2010.

6) Agency Coordination Regarding Results of Pre-construction Surveys

Contractor shall contact Agency (via phone or e-mail) with the results of the pre-construction surveys within 3 days of survey completion. The Agency will coordinate contact with United States Fish and Wildlife Service (USFWS) and CDFG and other required regulatory agencies in the event that special status species are encountered within the project area prior to or during construction and are in harms way.

- a. **Deliverables:** If species are found, Contractor will notify Agency within 24 hours. Agency will coordinate contact with the USFWS and CDFG as appropriate, informing them of species issues. If no species are found, Contractor will notify Agency of survey results within 3 working days.
- b. **Schedule:** If species are encountered, Contractor shall notify Agency within 24 hours; If species aren't found, Contractor shall notify Agency within 3 working days.

Initials: SD
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[Signature]
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**Condor Country Consulting
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7) SJKF: Agency coordination for pre-con survey and report results

Contractor will obtain survey authorization from USFWS prior to performing surveys and will report survey results, in the form of a letter report to the Agency within 3-working days of survey completion.

8) Project Construction Contractor Training:

Contractor shall develop, reproduce, and present training on sensitive biological resource avoidance and minimization measures and permit obligations required by the HCP for the project. Presentation will be given to the construction contractors. Contractor shall perform one contractor training onsite within two weeks prior to construction commencing.

TASK 2: Biological Monitoring and Report during Construction

1) At the discretion of the Agency, Contractor shall conduct weekly monitoring during the construction period of disturbance limits, wildlife exclusion fencing, bat exclusion devices, nest buffer fences, HCP Best Management Practices (BMP) compliance, and plan restriction implementation according to the HCP.

- a. Contractor shall monitor the Project area to ensure compliance with disturbance limits, wildlife fencing /exclusion devices, BMPs, and plan restrictions.
- b. **Deliverables:** Written monitoring reports noting features checked, wildlife observed, and any out of compliance activities or features.
- c. **Schedule:** Contractor shall submit weekly monitoring reports to Agency for the first three weeks of construction activities; thereafter, monitoring reports shall be submitted upon Agency request.

2) SJKF/BUOW

- a. Weekly den/burrow management and excavation; Contractor shall follow-up Task 1.4 with weekly monitoring to determine the status of any new burrows and proactively collapse all burrows not occupied by SJKF or BUOW.
- b. **Deliverables:** Dated map identifying active burrows and collapsed burrows to be submitted to Agency within 5 days of first weekly monitoring effort, and then every week showing presence of new active burrows. If no new active burrows are found during a given week, a brief letter confirming monitoring effort and conclusions may be submitted instead. If active burrows are identified, Contractor shall implement Task 3 (below) following authorization from Agency.
- c. **Schedule:** Monitoring activities to be conducted weekly during construction activities (for approximately 60 days.). Agency may revise as necessary.

Initials: SAD
Contractor

[Signature]
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TASK 3: Optional Tasks

The following tasks may be required if species presence is identified. Upon Agency request, Contractor shall conduct the tasks listed below;

1) SJKF active den monitoring

- a. If during the preconstruction survey or weekly burrow management, a burrow showing sign of being occupied by a SJKF (potential den) is found, the Contractor shall dust them with a tracking medium, check and reapply medium for three days, and then destroy burrows that do not show sign of SJKF (or BUOW) use.
- b. If SJKF activity is observed at the den during the initial monitoring period, the den will be monitored for an additional five consecutive days from the time of the first observation while den use is actively discouraged according to HCP methods and conditions. If a natal or pupping den is found, Contractor will notify Agency, within 24 hours. Agency will coordinate contact with USFWS and DFG.
- c. **Deliverables:** Dated map identifying active dens as stated above in Task 2 b.
- d. **Schedule:** Upon Agency request.

2) BUOW passive relocation (optional)

- a. If active burrows are identified, Contractor shall place a one-way door at every active BUOW burrow and conduct a week-long monitoring effort to ensure that the owl has relocated. Burrow management will continue until the owl vacates the burrow.
- b. **Deliverables:** Dated map identifying active burrows as stated above in Task 2-b.
- c. **Schedule:** Upon Agency request.

3) Raptor Nest Monitoring

- a. If active nests are identified, Contractor shall monitor one (1) active raptor nest daily during construction activities for disturbance until chicks have fledged. Agency will coordinate consultation with CDFG regarding how to manage the project in the presence of species. If more than one occupied nest is observed, Contractor shall obtain authorization from Agency to monitor.
- b. **Deliverables:** Brief daily email reports of nest activity and status.
- c. **Schedule:** Upon Agency request.

TASK 4: Overall Project Management and Reporting

Contractor shall coordinate with Agency to manage the monitoring schedule, labor and expenses and attend meetings, as requested by the Agency.

Initials: SAJ
Contractor

[Signature]
County Dept.

**Condor Country Consulting
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Project No. 0662-6U4012
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IV. PERFORMANCE STANDARDS

Contractor shall perform environmental compliance services in accordance with the standards and protocols as set forth in the California Environmental Quality Act (CEQA), East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan (HCP/NCCP), the Clean Water Act, the State and Federal Endangered Species Acts, the Porter-Cologne Water Quality Act, all other applicable laws, and any other industry standard technical specifications, calculations, and cost estimates.

V. NON-EXCLUSIVE AGREEMENT

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

Initials: SM
Contractor

[Signature]
County Dept.


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


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GENERAL CONDITIONS
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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


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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


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GENERAL CONDITIONS
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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



County Dept.

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.

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number

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: Rates as specified in Appendicies A and B.
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.

APPENDIX A

Professional Services Payment/Rates

Vasco Rd. –Camino Diablo Intersection Improvements
Proj. No. 0662-6U4012
-Construction Monitoring)-
(2011-2013)

Payment Demands:

- A. Contractor shall submit monthly invoices for services provided. The invoice shall reference the project name and number, and the time period of when work was performed (1st day through last day of the month). The invoice shall also specify employee categories, rates, and hours, and description of the work performed.
- B. Agency shall reimburse Contractor only for those items listed below as Reimbursable or as approved in writing by Agency's Authorized Representative, or designee. Receipts are required for purchased reimbursable items.
- C. Contractor shall notify (*i.e. phone or e-mail*) Agency when using a sub-contractor and obtain Agency's prior written consent in accordance with General Conditions, Paragraph 13. Contractor may charge up to **10% administrative charge** for services performed by **sub-consultants, only**. Contractor shall submit sub-contractor's invoice with Contractor's related invoice.
- D. The following rates shall remain in effect for the duration of the contract.

<u>Job Title / Classification</u>	<u>Rates-per-hour:</u>		
	-2011-	-2012-	-2013-
Principal Biologist	\$110	\$116	\$122
Principal Archaeologist	\$99	\$103	\$109
Senior Biologist/Archaeologist	\$110	\$116	\$122
Staff Archaeologist II / Staff Biologist II	\$93	\$98	\$105
Staff Archaeologist / Staff Biologist	\$86	\$90	\$94
Staff Biologist/Paleontologist	\$85	\$89	\$91
Technician	\$68	\$71	\$73

APPENDIX A

Professional Services Payment/Rates
Vasco Rd. –Camino Diablo Intersection Improvements
Proj. No. 0662-6U4012
-Construction Monitoring)-
(2011-2013)

Reimbursables:

Mileage:	\$0.50/mile or not exceed current allowable IRS rate <i>(fuel cost NOT reimbursable)</i>	
	[Specify; date of travel and amount of miles traveled multiplied by mileage rate = total]	
Meals, Parking and Toll, if applicable: (*) only with prior approval from Agency	(*) Meals: <u>at cost</u> / (attach receipt copy) Bridge Toll: <u>at cost</u> / (attach receipt copy) [identify bridge & toll rate] (*) Parking: <u>at cost</u> / (attach receipt copy)	
Photo Copy Charge:	B&W: 8½x11; \$0.10/ pg. 8½ x 14; \$0.15/pg. 11x17; \$0.20/pg.	Color: 8½x11; \$1.00/pg. 8½ x 14; \$1.50/pg. 11x17; \$2.00/pg.

Incidental Direct Charges :	
Daily salamander/snake trap rental fee:	\$1.00 per trap
Daily burrowing owl exclusion door rental fee:	\$1.00 per door
Daily sub-meter accurate DGPS unit rental fee:	\$100.00 per unit
Standard 10-foot accurate GPS unit:	No charge
Sub-contractor	<u>at cost (+)</u> up to 10 % for management (attach copy of sub-contractor invoice)
Film developing	<u>at cost</u> (attach receipt copies)
Postage/Express Mail	<u>at cost</u> (attach receipt copies)
Rental Vehicle [(*) only with prior approval from Agency]	Daily Market Rate, plus fuel (attach receipt copies) <i>[Mileage NOT reimbursable]</i>

APPENDIX B**Personnel**

Vasco Rd. –Camino Diablo Intersection Improvements
Proj. No. 0662-6U4012
-Construction Monitoring-
(2011-2013)

<u>NAME</u>	<u>Job Title / Classification</u>
Wendy Dexter	Principal Biologist
Sean Dexter	Principal Archaeologist
Samantha Weber	Senior Biologist
Mark Mendelsohn	Staff Biologist II
Armando Cuellar	Staff Archaeologist II
James Leven Kraushaar	Staff Archaeologist II
Melissa Odell	Staff Biologist II
Benjamin Matzen	Staff Biologist/Staff Paleontologist
Andrea Price	Technician
John Michel-Ruddy	Technician
Felix Ratcliff	Technician
Jennifer McCartney	Technician
	Senior Archaeologist
	Staff Archaeologist
	Staff Biologist
	Technician