

CONTRACT AMENDMENT AGREEMENT  
(Purchase of Services - Long Form)

Number  
Fund/Org# 0662  
Account # 6R4131  
Other #

1. Identification of Contract to be Amended.

Number:

Effective Date: September 15, 2011

Department: Public Works

Subject: Camino Tassajara Shoulder Widening, Blackhawk Dr. to Finley Rd.-Environmental Tech. Studies

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: Area West Environmental, Inc.  
Capacity: Corporation  
Address: 7006 Anice Street, Orangevale, CA 95662

3. Amendment Date. The effective date of this Contract Amendment Agreement is February 7, 2012 .

4. Amendment Specifications. The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

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

COUNTY OF CONTRA COSTA, CALIFORNIA

|                               |   |
|-------------------------------|---|
| BOARD OF SUPERVISORS          | ATTEST: Clerk of the Board of Supervisors |
| By _____<br>Chairman/Designee | By _____<br>Deputy                        |

CONTRACTOR

|  |  |
|--|--|
| Name of business entity:<br>Area West Environmental, Inc.                  | Name of business entity:<br>Area West Environmental, Inc.                    |
| By <u>Tawatchai Kodsuntie</u><br>(Signature of individual or officer)      | By <u>Becky Rozumnicz</u><br>(Signature of individual or officer)            |
| <u>Tawatchai Kodsuntie V.P.</u><br>(Print name and title A, if applicable) | <u>Becky Rozumnicz, Secretary</u><br>(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 )  
Sacramento )  
COUNTY OF CONTRA COSTA )

COUNTY OF CONTRA COSTA )  
On Jan 10, 2012, before me, Dickens P. Hayes, Notary  
(insert name and title of the officer), personally appeared Jonathan Rodsunhe and  
Rebecca J. Rozumnicz 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.

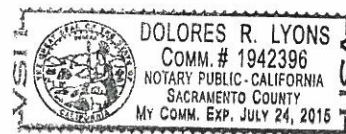
WITNESS MY HAND AND OFFICIAL SEAL.

WITNESS MY HAND AND OFFICE



Signature


(Seal)




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

## APPROVALS

RECOMMENDED BY DEPARTMENT

By:  Designee

FORM APPROVED  
COUNTY COUNSEL

By:   
Deputy County Counsel  
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

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

**Amendment Specifications**

**-Amendment (No. 1)-**

Number: \_\_\_\_\_

Fund/Org#: 6R4131

Other# \_\_\_\_\_

**Area West Environmental, Inc.**  
**Camino Tassajara Shoulder Widening,**  
**east of Blackhawk Drive to Finley Road**  
**-Environmental Technical Studies-**

County Project No. 0662-6R4131  
Federal Aid Project No. HSIPL-5928 (105)

The Contract is hereby amended as follows:

- I. **CONTRACT PAYMENT LIMIT INCREASE.** Section 4 (Payment Limit) of the Contract is increased by \$29,867.00 from \$91,285.00 to the new total payment limit of **\$121,152.00.**

**Purpose:** This payment limit increase is for additional necessary work in order to complete environmental technical studies for the Camino Tassajara Shoulder Widening, Blackhawk Dr. to Finley Rd.-Environmental Technical Studies Project (Project) for environmental compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) in order to meet the accelerated construction schedule. The Amendment Cost Summary and Fee Schedule for Tasks 10 and 11 attached hereto is hereby added to Attachment 1 to Appendix A of the Contract following the last page of Attachment 1.

II. **ADDITIONAL NECESSARY WORK DESCRIPTION.**

- A. New Tasks 10 and 11 are hereby added to the Contract Service Plan immediately following Task 9 as follows:

**Task 10: Cultural Resource Evaluation**

1. **Section 106 Cultural Resource Compliance:**

Contractor will evaluate whether previously recorded resources are eligible for listing on the National Register of Historic Places.

- a. Evaluation studies will consist of a detailed description and assessment of surface artifacts.

2. **Ground Surface Exposure:**

Contractor will remove dense weed cover from the area of the feature (an approximately 35 x 15 meter area) with a scythe and rakes.

3. **Artifact Collection:**

Contractor will photograph, describe and identify artifacts to their functional category and time period, then return them to the site surface. Nothing will be collected, eliminating the need for artifact curation.

**Task 11: Protocol Level Surveys for Federally Listed Shrimp Species**

1. **Dry-Season Sampling Surveys:**

- a. Contractor will request approval from U.S. Fish and Wildlife Service (USFWS) to conduct dry-season sampling in accordance with permit TE-795930-6 of Section 10(a)(1)(A) of the federal Endangered Species Act, 16 U.S.C. 1531 et seq., and its implementing regulations.

Initials: BR  
Contractor

[Signature]  
County Dept.



**Amendment Specifications**

**-Amendment (No. 1)-**

Number: \_\_\_\_\_

Fund/Org#: 6R4131

Other# \_\_\_\_\_

**Area West Environmental, Inc.**  
**Camino Tassajara Shoulder Widening,**  
**east of Blackhawk Drive to Finley Road**  
**-Environmental Technical Studies-**

County Project No. 0662-6R4131  
Federal Aid Project No. HSIPL-5928 (105)

- b. Dry-season sampling will commence after receiving confirmation to proceed from USFWS and after conditions at the Project Site have been dry (no ground saturation) for a minimum of one week. Contractor will collect soil samples from up to 10 basins at the Site.
  - (i) Once collected, the soil samples will be transported to an appropriate laboratory where they will be processed and viewed for evidence of federally listed large branchiopods (i.e., fairy shrimp cysts).
    - This scope of service under Section 1 (Dry-season sampling) does not include hatching cysts and rearing hatchlings to maturity for positive identification of species. Contractor will identify species by conducting Wet-Season Sampling Surveys.
- c. Contractor will prepare a brief report describing the methods and results of the dry-season sampling efforts. The report will be submitted to the County and the County will have 30 days to review and comment on the report. After 30 days, the report will be submitted to USFWS and California Department of Fish and Game (CDFG) as required by permit TE-795930-6 of Section 10(a)(1)(A) of the federal Endangered Species Act, 16 U.S.C. 1531 et seq., and its implementing regulations.

**2. Wet Season Sampling Surveys:**

- a. Contractor will request approval from U.S. Fish and Wildlife Service (USFWS) to conduct wet-season sampling in accordance with permit TE-795930-6 of Section 10(a)(1)(A) of the federal Endangered Species Act, 16 U.S.C. 1531 et seq., and its implementing regulations.
- b. Wet-season sampling will commence after receiving confirmation to proceed from USFWS. Contractor will conduct wet-season sampling in up to 10 basins (i.e., areas of ponding water) at the Site. According to USFWS's protocol for large branchiopod wet-season sampling, all potential large branchiopod habitats must be sampled (using a dipnet) at two-week intervals from the time the basins first pond water until the basins dry or pond water for 120 continuous days.
- c. Contractor will prepare a brief letter report describing the methods and results of the wet-season sampling efforts. The report will be submitted to the County and the County will have 30 days to review and comment on the report. After 30 days, the report will be submitted to USFWS and CDFG as required by permit TE-795930-6 of Section 10 (a)(1)(A) of the federal Endangered Species Act, 16 U.S.C. 1531 et seq., and its implementing regulations.

**III. TERMS AND CONDITIONS.** All other terms and conditions referenced in the original Contract entered into on September 15, 2011 between the Contra Costa County Public Works Department and Contractor shall remain in full force and effect.

Initials: BR  
Contractor

[Signature]  
County Dept.

|    | A                                | B                         | D                         | E                              | F                                    | G  | I             | J        | K           | L          | M             | N                                | O          | P           | Q          | R           |
|----|----------------------------------|---------------------------|---------------------------|--------------------------------|--------------------------------------|--|---------------|----------|-------------|------------|---------------|----------------------------------|------------|-------------|------------|-------------|
| 1  |                                  |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            |             |
| 2  |                                  | AWE Hours                 |                           |                                |                                      | AWE Rate   |               |          |             | Fee Profit | Reimbursables |                                  |            | Far Western | JRP        | TOTAL       |
| 3  |                                  | Rozumowicz /Helm          | Serra                     | Green                          | TOTAL                                | Rozumowicz /Helm                                     | Serra         | Green    | AWE Rate    |            | Printing      | GPS and Laser Rangefinder Rental | Mileage    |             |            |             |
| 4  |                                  |                           |                           |                                |                                      | \$ 113.64  | \$ 92.40      | \$ 19.80 |             |            |               |                                  |            |             |            |             |
| 5  | 10-Historic-Era Evaluation       | 6                         |                           |                                | 6                                    | \$681.84   | \$0.00        | \$0.00   | \$681.84    | \$69.00    |               |                                  |            | \$6,102.17  | \$2,532.58 | \$8,634.75  |
| 6  | 11-Wet- and Dry-Season Sampling  | 142                       | 10                        | 12                             | 164                                  | \$16,136.88  | \$924.00      | \$237.60 | \$17,298.48 | \$1,730.00 | \$70.00       | \$150.00                         | \$1,232.10 |             |            | \$20,480.58 |
| 7  |                                  |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            |             |
| 8  | Total Services                   | 148                       | 10                        | 12                             | 170                                  | \$16,818.72  | \$924.00      | \$237.60 | \$17,980.32 | \$1,799.00 | \$70.00       | \$150.00                         | \$1,232.10 | \$6,102.17  | \$2,532.58 | \$29,866.17 |
| 10 | Rounded Total                    |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            | 29,867.00   |
| 11 |                                  |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            |             |
| 12 |                                  |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            |             |
| 13 |                                  |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            |             |
| 14 |                                  |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            |             |
| 15 | Fee Schedule                     | Historic Evaluation Draft | Historic Evaluation Final | Record Search and field review | Branchiopod Sampling Through January | Branchiopod Sampling Through March and Letter Report | Total Fee     |          |             |            |               |                                  |            |             |            |             |
| 16 | Area West                        |                           |                           | \$ 19.80                       | \$ 845.20                            | \$ 865.00  | \$ 1,730.00   |          |             |            |               |                                  |            |             |            |             |
| 17 | Area West                        |                           | \$ 69.00                  |                                |                                      |  | \$ 69.00      |          |             |            |               |                                  |            |             |            |             |
| 18 | JRP                              | \$ 190.74                 | \$ 28.22                  |                                |                                      |  | \$ 218.96     |          |             |            |               |                                  |            |             |            |             |
| 19 | Far Western                      |                           | \$ 538.39                 |                                |                                      |  | \$ 538.39     |          |             |            |               |                                  |            |             |            |             |
| 20 |                                  |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            |             |
| 21 | Summary                          |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            |             |
| 22 | Total Labor, Fringe and Overhead |                           |                           |                                |                                      |  | \$ 27,309.82  |          |             |            |               |                                  |            |             |            |             |
| 23 | Total Fee                        |                           |                           |                                |                                      |  | \$ 2,556.35   |          |             |            |               |                                  |            |             |            |             |
| 24 | Total Contract Amendment         |                           |                           |                                |                                      |  | \$ 29,866.17  |          |             |            |               |                                  |            |             |            |             |
| 25 | Total Contract Amendment Rounded |                           |                           |                                |                                      |  | \$ 29,867.00  |          |             |            |               |                                  |            |             |            |             |
| 26 |                                  |                           |                           |                                |                                      |  |               |          |             |            |               |                                  |            |             |            |             |
| 27 | Original Contract Amount         |                           |                           |                                |                                      |  | \$ 91,285.00  |          |             |            |               |                                  |            |             |            |             |
| 28 | Amendment 1                      |                           |                           |                                |                                      |  | \$ 29,867.00  |          |             |            |               |                                  |            |             |            |             |
| 29 | New Contract Total Amount        |                           |                           |                                |                                      |  | \$ 121,152.00 |          |             |            |               |                                  |            |             |            |             |