

STANDARD CONTRACT
(Purchase of Services - Long Form)

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

1. **Contract Identification.**

Department: Public Works Department

Subject: Camino Tassajara Shoulder Widening, Blackhawk Dr. to Finley Rd.-Environmental Technical 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: Area West Environmental, Inc.
7006 Anice Street
Orangevale, CA 95662

3. **Term.** The effective date of this Contract is September 15, 2011. It terminates on August 31, 2014 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Contractor under this Contract shall not exceed \$ 91,285.00.

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 <u>Del Hall</u> Chair/Designee	By _____ Deputy

CONTRACTOR

Name of business entity: Area West Environmental, Inc.	Name of business entity: Area West Environmental, Inc.
By <u>Tawatchai Kodsuntie</u> (Signature of individual or officer)	By <u>Becky Rozumowicz</u> (Signature of individual or officer)
<u>Tawatchai Kodsuntie V.P.</u> (Print name and title A, if applicable)	<u>Becky Rozumowicz President/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

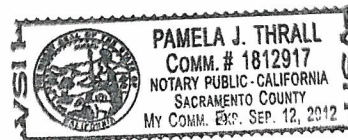
STATE OF CALIFORNIA)
 Sacramento)
 COUNTY OF ~~CONTRA COSTA~~)

On Sept. 10, 2011, before me, Patricia F. Thall (Notary Public)
(insert name and title of the officer), personally appeared Jawatchai Kodsuntie and
Beky Rozumowicz 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 Pamela J. Hall



(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: Z. Duncanson
Designee

SERVICE PLAN
(Purchase of Services - Long Form)

Number _____
(WO 4095)

Area West Environmental, Inc.
Camino Tassajara Shoulder Widening,
east of Blackhawk Drive to Finley Road
-Environmental Technical Studies-
Agency/County Project No. 0662-6R4131
Federal Aid Project No. HSIPL-5928 (105)

The County's Project Manager/Contract Administrator is Avé Brown. Contractor's Project Manager is Becky Rozumowicz.

I. DEPARTMENT CONTACT INFORMATION

Contractor will send all notices, reports, and correspondence to:

Avé Brown, Environmental Analyst II
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553
(925) 313-2311
abrow@pw.cccounty.us

II. PROJECT BACKGROUND/DESCRIPTION

The Camino Tassajara Shoulder Widening, east of Blackhawk Drive to Finley Road Project ("the Project") is located in south Contra Costa County in the unincorporated area of Danville, along a 3,500-foot section of Camino Tassajara, beginning approximately 2,000 feet east of Blackhawk Drive and ending approximately 100 feet south of Finley Road.

The Project consists of widening the shoulder of Camino Tassajara in order to provide roadway and bicycle lane improvements. The Project is needed to bring the pavement cross section up to current Contra Costa County standards, improve roadway safety, and provide continuation of a bicycle lane. Improvements include roadway grading and widening, installing paved shoulders, bike lanes, striping, signs, and culvert and drainage modifications. Implementation of the Project will also require relocation of roadside obstacles including utility support poles.

The Project is federally funded, which requires special environmental assessments and studies pursuant to the following environmental laws and regulations: National Environmental Policy Act (NEPA), the California Environmental Quality Act (CEQA), the Clean Water Act, the Porter-Cologne Water Quality Act, and the State and Federal Endangered Species Acts.

Contractor will provide required environmental assessments to ensure environmental compliance necessary for the Project. County Environmental staff will contact Contractor within two (2) working days of contract approval to commence environmental work identified in Section III. Contractor Scope of Services.

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III. CONTRACTOR SCOPE OF SERVICES

A. TASK WORK SUMMARY:

Contractor will provide the County with environmental analysis services and provide associated reports to ensure environmental compliance of the Project.

Contractor will assess biological and cultural resources to ensure environmental compliance services for the Project, in accordance with the standards and protocols as set forth in the NEPA, CEQA, the Clean Water Act, the Porter-Cologne Water Quality Act, State and Federal Endangered Species Acts, and the 1987 US Army Corps of Engineers (USACE) manual for determining the hydraulic, soils and vegetation parameters for wetlands (Arid West).

Preliminary Tasks:	Meetings, Biological Study Limits, Define Area of Potential Effect (APE), and Basemap
Task 1:	Literature Search and Biological Site Assessment
Task 2:	Natural Environment Study/Biological Assessment (NES/BA) & NES/BA Report Preparation, and Wetland Delineation Survey
Task 3:	Literature Search and Archaeological/Historical Assessment
Task 4:	Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR)
Task 5:	Mapping/GIS Support
Task 6:	Phase I Initial Site Assessment and Report (Contingent Task)
Task 7:	Construction Monitoring (Optional Task)
Task 8:	Botanical Surveys (Optional Task)
Task 9:	Additional necessary work

B. TECHNICAL REPORTS/DOCUMENT SUMMARY:

Contractor will prepare the following technical reports/documents. As an optional task, Contractor will prepare a Phase I Initial Site Assessment, if directed by the County, pursuant to Task 6:

- Biological Assessment Report (BA)
- Natural Environment Study (NES)
- Wetland Delineation Survey & Maps
- Archaeological Survey Report (ASR)
- Historic Property Survey Report (HPSR)
- Phase I Initial Site Assessment (ISA) Report, as necessary

*[see the table in Section V. Schedule for timelines for all Reports]

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C. PRELIMINARY TASKS:

1. Meetings:

- a. Contractor will attend a Project kick-off meeting with County Environmental Staff to discuss Project details, access needs, schedule, electronic base map requirements, integration of Project plan preparation with the results of environmental studies, and any relevant resource documentation and/or information.
- b. Contractor will attend up to three (3) meetings upon request from the County.
 - (i) County will notify Contractor within 24 hours of any meeting that will require the Contractor's attendance.

2. Biological Study Limits: Contractor will coordinate with the County to define and develop the Biological Study Limits (BSL) for the Project.

3. Define the Area of Potential Effects (APE): If requested by County, Contractor will coordinate with the County and Caltrans to define the appropriate APE for archaeological and historical resources.

4. Basemap: Contractor will prepare a Project basemap in GIS format (ESRI ArcGIS10) to be used as the basis for the Biological Assessment, NES, wetland delineation map layers, and cultural resources reports. Contractor will provide either the baseline aerial photograph or use photography provided by the County in ArcGIS format (ESRI ArcGIS10).

D. TASK WORK:

Task 1 - Literature Search and Biological Site Assessment

Contractor will review existing literature and databases to determine the habitats and potential wildlife issues that may be present at the Project site and BSL. Contractor will review the botanical assessment completed for the Project and determine whether or not additional botanical reconnaissance is required.

Contractor will conduct a biological resource assessment in compliance with standard industry biological document formats. County will provide Contractor site plan maps to identify the locations for all work to be done, prior to commencing work.

1. Literature Search and Data Review

- a. Prior to the Project site visit, Contractor will conduct a search of the California Department of Fish and Game (CDFG) Natural Diversity Database (CNDDB), the California Native Plant Society database, the US Fish and Wildlife Service (USFWS) list, Contra Costa County (County) list, and associated United States Geological Service (USGS) quadrangles list to determine which protected species, communities and/or critical habitat may potentially occur in the vicinity of the Project site.

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- b. Contractor will contact local and/or agency biologists regarding known occurrences of listed species (endangered, threatened, or rare) in the vicinity of the Project area, pursuant to Federal and State Species lists. Local and regional plans, policies and ordinances will be reviewed as necessary. The presence or absence of potentially occurring listed species (endangered, threatened, or rare) and communities and the site's habitat suitability will be evaluated by Contractor during site assessments. Based on this search and a review of other CDFG lists and publications, Contractor will generate a list of potential species (endangered, threatened, or rare) that could be present in the Project area.
- c. Contractor will review the botanical assessment prepared for the Project and compare it to the results of the data base search to determine if further reconnaissance is required.

2. Biological Site Assessment

- a. Contractor will conduct a Project site visit of the entire BSL. The Project site will be traversed on foot to assess habitat suitability for special status wildlife species. Special status species are defined as those listed by the CDFG and/or the USFWS as either endangered, threatened, candidate, or other locally protected sensitive species. If any special status species are observed, Contractor will report these findings and identify their location(s) on a Project area base map. The Project site assessment will be completed in accordance with the deadlines set forth in Section V. Schedule of this contract.
- b. Potential use of the Project site by State and Federally listed 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. Based on the expedited schedule and long survey windows required for protocol wildlife surveys, this scope of work does not propose to perform protocol-level wildlife surveys but instead will assume presence if suitable habitat is present within the BSL and Contractor will develop avoidance and minimization strategies for the resources. If the biologists determine protocol-level wildlife surveys could be completed for the Project within the expedited Project schedule, those recommendations will be provided to the County. Upon approval from the County, Contractor will conduct the additional surveys according to State and Federal guidelines for an additional cost.
- c. If any special status species are encountered, Contractor will report the findings immediately to the County and submit a map identifying the populations and/or occurrences on Project area base maps using aerial photography and/or GPS units, within two (2) working days of any occurrence. Adjacent land uses and photographs of any relevant features at the site will be addressed during the site visit.

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3. Wetland Delineation:

- a. Contractor will conduct a wetland delineation survey to map the extent of waters of the U.S. and State, in accordance with state and federal guidelines (i.e. using the USACE regional supplement-Arid West) to determine appropriate regulatory jurisdiction for the USACE, Regional Water Quality Control Boards (RWQCB), and Department of Fish and Game (DFG). The delineation will identify existing drainages and wetland features that may be considered jurisdictional by the USACE, California Department of Fish and Game (CDFG), and the San Francisco Bay Regional Water Quality Control Board (RWQCB) throughout the BSL. The resulting data will be overlain on an aerial photograph in ArcView GIS to generate a jurisdictional map.
- b. Contractor will map the boundaries of wetlands on an aerial photograph and collect location data with a GIS-grade GPS unit. The resulting data will be overlain on an aerial photograph in ArcView GIS. Results of the wetland delineation survey will be included within the NES. The results of the wetland delineation survey will be incorporated into the NES, a separate wetland delineation report will not be required. If a separate report is required, the work can be completed at the County's request at additional cost.

4. Jurisdictional Determination Site Visit and Agency Coordination:

- a. Upon request from County Environmental staff, Contractor will submit the completed map of potential jurisdictional wetlands to the USACE.
- b. A site inspection is typically required by the USACE and is included in this task. Additional concerns from County Environmental staff will be addressed and the wetland delineation survey will be revised accordingly.
- c. The final revised wetland delineation survey will be submitted to County Environmental staff and incorporated into the NES/BA.

5. Water Quality Analysis:

- a. Contractor will conduct a water quality analysis to characterize Project area conditions including defining aquatic features according to state and federal definitions, and identifying significant biological communities, values, and constraints associated with those features.
- b. The water quality analysis will identify any potential project construction related impacts to identified biological systems or to downstream sedimentation and suggest BMPs to address those impacts.
- c. The results of the water quality analysis will be incorporated into the NES.

6. Findings:

Contractor will notify the County of findings within 2 days of completion of the assessment. Findings will be incorporated into the NES/BA as appropriate.

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Task 2 - Natural Environment Study/Biological Assessment (NES/BA) & NES/BA Report Preparation and Wetland Delineation:

Contractor will prepare a Natural Environment Study (NES) that describes the existing biological environment and how the Project will affect that environment, in accordance with Caltrans requirements. Contractor will prepare a Biological Assessment (BA) in accordance with the Federal Endangered Species Act (FESA) for Section 7 consultation. The NES/BA reports will follow Caltrans most recent guidance and document formats and will reflect the results of the literature search, and site assessment efforts.

These reports will incorporate avoidance, minimization, and mitigation strategies to meet the FESA requirements for impacts to federally listed species and the habitats upon which they depend.

1. Required Assessments

- a. Natural Environment Study (NES): Contractor will prepare an NES report following Caltrans' most recent guidance and document formats. The NES report will include a map of all sensitive biological resources and noxious weed infestations identified within the Biological Study Limits (BSL) and a complete list of all wildlife and plant species encountered during the surveys. The NES will incorporate the findings of the botanical surveys conducted by Biosearch Associates and others. If necessary, Contractor will conduct additional botanical surveys (see Task 8). The NES will incorporate the biological site assessment, wetland delineation mapping, and water quality analysis conducted by Contractor. The NES will reach a conclusion about the effect on species using USFWS consultation language (i.e., no effect, not likely to adversely affect, etc.) and will reach a clear conclusion about the presence of habitat for any special-status species. The NES will include a biological resources habitat map showing the impact areas overlain on Project site boundaries.
- b. Biological Assessment (BA): The BA will address all federal special status species in support of Caltrans NES and for FESA Section 7 consultation. The BA will be prepared according to the most recent Caltrans BA format. The BA will include the results of the reconnaissance-level field survey. The BA will include avoidance, minimization, and compensation measures, as necessary, for all federally-listed species that have the potential to be directly or indirectly affected by the Project. These measures will be developed in coordination with County, Caltrans, and USFWS. The BA, like the NES, will reach a conclusion about the effect on species using USFWS consultation language (i.e., no effect, not likely to adversely affect, etc.) and will reach a clear conclusion about the presence of habitat for any federally-listed species. The BA will include a biological resources habitat map showing the impact areas overlain on Project boundaries. Once the BA is submitted to USFWS and upon request by the County, Contractor will follow-up with the USFWS assigned biologist and if necessary conduct a field meeting to obtain a Biological Opinion (Incidental Take Permit) or a letter of concurrence stating that the Project is not likely to adversely affect federally-listed species.

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2. Method

- a. The wildlife information collected from the site assessment and the database research will be used in preparation of the Biological Assessment report. The BA report document will address all federal special status species that occur or have potential to occur in the Project area. Contractor will recommend Project impact avoidance, minimization, and mitigation measures that are appropriate for each species determined to be present or which has the potential to occur within the Project area.
- b. The plant survey information collected from a previous site assessment conducted by Biosearch Associates and database research will be used in the preparation of the Biological Assessment report. Additional surveys will be conducted if necessary to reach a conclusion of presence, absence or impact.
- c. Contractor will utilize aerial photographs, GIS data and topographic maps to match lines provided by Project team members for species distribution maps (using AutoCAD and/or ArcView GIS software). Maps created by Contractor for inclusion in the reports will show the location and extent of plant communities, wildlife habitats, particularly special status species, and sensitive habitats.

3. Assumptions:

- a. County will make all access arrangements and notification to property owners and residents to allow Contractor access to the APE area and adjacent properties, if necessary.
- b. County will review and make comments on the following draft reports/maps prior to the production of the final sets of reports/maps
- c. The BA will incorporate results of California red-legged frog (CRLF) habitat assessment within the BSL; however, a separate CRLF Site Assessment Report will not be required.
- d. County comments will be consolidated for each round of review.

4. Report deadlines:

Contractor will prepare and submit all reports according to Section V. Schedule and summarized as follows:

- a. Administrative (Admin) Draft Documents (for County submittal):

Within 10 working days (Monday through Friday) of County providing a notice to proceed to Contractor, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of Admin Draft NES/BA report.

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b. Revised Administrative (Admin) Drafts 1 and 2 (for County submittal):

Within five (5) working days of receiving County comments to the Admin Draft 1 NES/BA document and within three (3) working days of receiving County comments to the Admin Draft 2 NES/BA document, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of each Revised Admin Draft NES/BA report.

c. Draft Documents (for Caltrans submittal)

Within three (3) working days of receiving comments to the second Revised Admin Draft NES/BA documents, contractor will prepare and submit to the County the following:

- One (1) electronic copy (using Microsoft Word) of each Draft NES/BA report.
- Five (5) hard copies of Draft NES/BA report.

d. Revised Draft Documents 1 and 2 (for Caltrans submittal)

Within 3 working days of receiving Caltrans comments to the Drafts 1 and 2 NES/BA documents, Contractor will prepare and submit to County, the following:

- One (1) electronic copy (using Microsoft Word) of each Revised Draft NES/BA report.
- Five (5) hard copies of Revised Draft NES/BA report.

e. Final Documents:

Within three (3) working days of receiving Caltrans comments to the second Revised Draft NES/BA document, contractor will prepare and submit to the County the following:

- Five (5) hard (bound) copies of FINAL NES/BA report.
- One (1) PDF electronic copy of FINAL NES/BA report.

Task 3 –Literature Search and Archaeological/Historical Assessment

1. Contractor will conduct all archaeological and cultural resource analysis in accordance with Caltrans National Historical Preservation Act Section 106 Guidelines (Section 106), and as follows:
 - a. Review existing literature and databases to determine the potential for cultural, historical and/or archaeological resources within or near the Project site.
 - b. 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.
 - c. If necessary, define the APE in consultation with the County.

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- d. Conduct surface field survey of the APE to determine the potential for and/or presence of cultural resources. The survey will consist of 50-100-foot wide zig-zag transects (to maximize visual coverage), depending on the terrain, in which the surveyor will look for indicators of pre-historic and historical archaeological sites.
 - e. Conduct public participation
 - (i) Contractor will send out letters regarding the Project to parties interested in historic architectural resources and collect responses in accordance with Section 106 requirements.
 - f. Contact the Native American Heritage Commission for;
 - (i) a supplemental review of the Sacred Lands File to determine if the APE contains listed sites,
 - (ii) a list of Native American contacts who may have concerns about the APE. Local Native Americans on the list will be contacted by letter and follow-up telephone calls to inquire about any concerns or information they may have.
2. Contractor will conduct literature review and Project site evaluation according to Section V. Schedule in this contract.

Task 4 - Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR)

1. HPSR and ASR Preparation:

Contractor will prepare a Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) according to the most recent Caltrans format. The information collected from the Project site assessment and literature and database searches will be used in the preparation of the reports. Contractor will include all pertinent supporting documents which serve to describe the results of survey.

2. Assumptions:

- a. County will make all access arrangements and notification to property owners and residents to allow Contractor access to the APE area and adjacent properties, if necessary.
- b. All Cultural/Archaeological work is based on the assumption that no more than one archaeological/cultural resource site will be identified within the APE.
- c. A Historical Resources Evaluation Report (HRER) is not required.
- d. Native Americans will have no concerns.

3. Report Deadlines:

Contractor will prepare and submit all reports according to Section V. Schedule and summarized as follows:

a. Admin Draft Documents (for County submittal):

Within 12 working days of County providing notice to proceed to Contractor, Contractor will prepare and submit to County, the following:

- (i) One (1) electronic copy (using Microsoft Word) of Admin Draft HPSR/ASR report.

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b. Revised Admin Drafts 1 and 2 (for County submittal):

Within five (5) working days of receiving County comments to the Admin Draft 1 HPSR/ASR report, and within three (3) working days of receiving County comments to Admin Draft 2, Contractor will prepare and submit to County, the following:

- a. One (1) electronic copy (using Microsoft Word) of each Revised Admin Draft HPSR/ASR report.

c. Draft Documents (for Caltrans submittal)

Within three (3) working days of receiving County comments to the second Revised Admin Draft HPSR/ASR report, contractor will prepare and submit to the County the following:

- a. One (1) electronic copy (using Microsoft Word) of each Draft HPSR/ASR report.

- b. Five (5) hard copies of Draft HPSR/ASR report.

d. Revised Draft Documents 1 and 2 (for Caltrans submittal)

Within three (3) working days of receiving Caltrans comments to the Draft HPSR/ASR documents, Contractor will prepare and submit to County, the following:

- a. One (1) electronic copy (using Microsoft Word) of each Revised Draft HPSR/ASR report.

- b. Five (5) hard copies of Revised Draft HPSR/ASR report.

e. Final Documents:

Within three (3) working days of receiving Caltrans comments to the second Revised Draft HPSR/ASR document, contractor will prepare and submit to the County the following:

- a. Five (5) hard (bound) copies of FINAL HPSR/ASR report.

- b. One (1) PDF electronic copy of FINAL HPSR/ASR report.

4. Contractor will provide **one hard copy** of the Final Report to the California Historical Resources Information System's Northwest Information Center at Sonoma State University, as required by the National Historic Preservation Act (NHPA).

Task 5 - Mapping / GIS Support

1. Contractor will utilize aerial photographs, GIS data and topographic maps to match lines that have been provided by Project team members for preparation of wetland delineation using AutoCAD and/or ArcView GIS software. Maps created by Contractor for inclusion in the reports will show the location and extent of delineated wetlands, waters, land cover types, habitat elements, and significant cultural features.

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2. Wetland Mapping:

Contractor will undertake the following mapping tasks to accomplish wetland mapping in the Project area:

- a. Upon receipt of a digital basemap from County Environmental staff, complete data conversion to AutoCAD / GIS file conversion, aerial photo alignment, resolve potential projection discrepancies, and confer with County engineers; and
- b. Download and differentially correct GPS data, convert data to AutoCAD / GIS (multiple GPS downloads for multiple field days); and
- c. Digitize and connect wetland data with GPS wetland data.
- d. Prepare maps in support of the required studies.

Task 6 - Phase I Initial Site Assessment and Report

County Environmental staff will notify Contractor if a Phase I Initial Site Assessment (ISA) is necessary. If County determines that a Phase I ISA is necessary, Contractor will conduct the ISA in general accordance with the ASTM Standard Practice E 1527-05, consistent with a level of care and skill ordinarily practiced by the environmental consulting profession currently providing similar services under similar circumstances. The purpose of the ISA is to identify recognized environmental conditions in connection with the Project site at the time of the site reconnaissance. The ISA will include an evaluation of the following:

1. Assessment:

- a. Physical setting characteristics of the Project site through a review of referenced sources such as topographic maps and geologic, soils, and hydrologic reports.
- b. Usage of the Project, adjoining properties and surrounding area through a review of reasonably ascertainable historical sources such as land title records, fire insurance maps, local directories, aerial photographs, prior reports, and interviews.
- c. Observations and interviews regarding current Project site usage and conditions including: use, treatment, storage, disposal or generation of hazardous substances, petroleum products, hazardous wastes, non-hazardous solid wastes, and wastewater.
- d. Observations and interviews regarding usage of adjoining and surrounding area properties and the likely impact of known or suspected releases of hazardous substances or petroleum products from those properties on the Project site.
- e. Information in ASTM-specified environmental agency databases and local environmental records, within the ASTM-specified approximate minimum search distance from the site.

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2. Additional Phase I ISA Services:

If directed by the County, the following additional Phase I ISA services will be performed at an additional cost.

- a. Visual observation of suspect asbestos-containing material (ACM), consisting of providing an opinion on the condition of suspect ACM on the property based upon visual observation during the site reconnaissance.
- b. Radon document review, consisting of the review of published radon data with regard to the potential for elevated levels of radon gas in the surrounding area of the property.
- c. Lead in drinking water data review, consisting of contacting the water supplier for information regarding whether or not the potable water provided to the property meets or exceeds drinking water standards for lead.
- d. Visual observation of suspect lead-based paint (LBP), consisting of providing an opinion on the potential for LBP based on the construction date of buildings on the property and visual observation of the condition of suspect LBP.
- e. Flood plain document review, consisting of a review of a reasonably ascertainable flood plain map of the surrounding area to note if the property is identified as being located within a flood plain.

3. Report Preparation/Deadlines:

If directed by County, Contractor will prepare a Phase I ISA report that includes findings, opinions, conclusions, and supporting documentation. The Phase I ISA scope of work and cost proposal includes an environmental lien search for one parcel. Contractor will notify County if the Project site requires additional environmental lien searches. Upon County notification Contractor will conduct the additional lien searches at an additional cost. Contractor will prepare and submit all reports, as follows:

Contractor will prepare and submit all reports according to Section V. Schedule and summarized as follows:

a. Admin Draft Documents (for County submittal):

Within 16 working days (Monday through Friday) of County providing a notice to proceed to Contractor, Contractor will prepare and submit to County, the following:

- (i) One (1) electronic copy (using Microsoft Word) of Admin Draft Phase I ISA report.
- (ii) One (1) hard copy of DRAFT Phase I ISA report.

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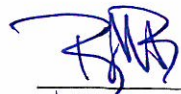
Area West Environmental, Inc.
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- b. Revised Admin Drafts 1 and 2 (for County submittal):
 - (i) Within five (5) working days of receiving County comments to the Admin Draft 1 Phase I ISA document, and within three (3) working days of receiving County comments to Admin Draft 2, Contractor will prepare and submit to County, the following:
 - One (1) electronic copy (using Microsoft Word) of each Revised Admin Draft Phase I ISA report.
- c. Draft Documents (for Caltrans submittal)
 - (i) Within three (3) working days of receiving County comments to the second Revised Admin Draft Phase I ISA documents, contractor will prepare and submit to the County the following:
 - One (1) Electronic copy (using Microsoft Word) of each Draft Phase I ISA report.
 - Five (5) hard copies of Draft Phase I ISA report.
- d. Revised Draft Documents 1 and 2 (for Caltrans submittal)
 - (i) Within 3 working days of receiving Caltrans comments to the Draft Phase I ISA report documents, Contractor will prepare and submit to County, the following:
 - One (1) Electronic copy (using Microsoft Word) of each Revised Draft Phase I ISA report.
 - Five (5) hard copies of Revised Draft Phase I ISA report.
- e. Final Documents:
 - (i) Within three (3) working days of receiving Caltrans comments to the second Revised Draft Phase I ISA document, contractor will prepare and submit to the County the following:
 - Five (5) hard (bound) copies of FINAL Phase I ISA report.
 - One (1) PDF electronic copy of FINAL Phase I ISA report.

Task 7 - Construction Monitoring (Optional Task)

- 1. Construction projects adjacent to special-status species/habitat often have permit conditions that require biological monitors to ensure Project construction adheres to recommendations based on the biological assessment and reports prepared for the project, permit requirements, mitigation measures, and applicable regulations. At the request of County, Contractor/ biologist will monitor all construction activities at the Project site and submit associated reports as appropriate to the construction schedule. If required as a permit condition, Contractor/biologist will be USFWS- and/or DFG-approved.

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- a. If directed by County, a daily monitoring log will be prepared by Contractor's monitoring biologist on each site visit and representative construction photographs will be taken. Copies of the monitoring logs and photographs will be provided to the County upon completion of the Project. Because permit conditions, including the timing and duration of required monitoring vary with each Project, the cost estimate provides a daily rate for construction monitoring. Additional days of monitoring can be added to the cost estimate as need or required by permit conditions.

Task 8 - Botanical Surveys (Optional Task)

1. Botanical surveys for spring and summer-blooming special-status plants have been conducted by another consultant along most of the Project site/area on the north side of Camino Tassajara including parcels 220-100-006, 220-100-023, 220-100-015 and existing right-of-way (ROW). If necessary to make a conclusive statement of impact, Contractor will conduct an additional survey for summer-blooming special-status plants and a habitat assessment to confirm the presence or absence of suitable habitat for spring-blooming special-status plants. Results of the additional survey will be used to prepare the NES/BA and will be conducted in a time frame that conforms to the NES/BA schedule.

Task 9 - Additional necessary work

Contractor will conduct any additional necessary work in support of the above-referenced task work upon request of the County at an additional cost. Additional work will be conducted in a time frame that is appropriate to meeting deadlines of associated tasks.

IV. FEE SCHEDULE

Fees will be paid in accordance with the fee schedule provided in Appendix A, attached hereto.

V. SCHEDULE (Table)

Contractor will perform all tasks within the schedule outlined in the table below:

TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Task 1 - Literature Search and Biological Site Assessment		
Conduct literature review, and site assessment	N/A	Complete within one week of County approval to start work

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Task 2 – Prepare NES/BA & Wetland Delineation		
Begin work within one working day of approval to start work. Prepare NES and BA reports	Submit first admin draft to County Environmental staff within 10 business days of County approval to start work.	N/A
Make revisions according to County comments.	Submit revised admin draft 1 to County Environmental staff within five business days of receipt of comments. Submit revised admin draft 2 to County Environmental staff within three business days of receipt of comments.	N/A
Make revisions according to Caltrans comments.	Submit drafts to County Environmental staff within three business days of receipt of comments.	N/A
Finalize and submit electronic and hard copy final reports	N/A	Submit electronic and hard copy Final Reports to department staff within three business days of notification that reports are acceptable to final.

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TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Task 3 – Literature Search and Archaeological/Historical Assessment		
Conduct literature review, and site assessment.	N/A	Complete within 12 days of approval to start work
Conduct Native American Consultation and public participation.	N/A	Complete within 32 days of approval to start work
Task 4 – HPSR/ASR: Prepare Archeological and Historic Resources Reports		
Begin work within 5 working days of approval to start work. Prepare ASR and HPSR reports.	Submit admin draft within 12 business days of approval to start work.	N/A
Make revisions to ASR and HPSR reports according to County comments.	Submit revised admin draft 1 to County Environmental staff within five business days of receipt of comments. Submit revised admin draft 2 to County Environmental staff within three business days of receipt of comments.	N/A
Make revisions to ASR and HPSR reports according to Caltrans comments.	Submit drafts to County Environmental staff within three business days of receipt of comments.	

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Finalize and submit electronic and hard copy final HPSR and ASR reports	N/A	Submit electronic and hard copy Final Reports to County staff within three business days of notification that reports are acceptable to final.
Task 5 –Mapping / GIS Support: CAD/GIS maps preparation		
Mapping and GIS support	As needed in support of other task analysis and products	As needed in support of other task analysis and products
Task 6 - Phase I Initial Site Assessment / Phase I Initial Site Assessment Report Preparation		
Conduct Data Base Search, literature review, site visit and interviews.	N/A	Begin within two days of notice to proceed.
Prepare Phase I Initial Site Assessment	Submit Admin draft to County Environmental staff within 16 business days of approval to start work.	N/A
Make revisions to Phase I ISA report according to County comments.	Submit admin draft 1 to County Environmental staff within five business days of receipt of comments. Submit revised admin draft two to County Environmental staff within three business days of receipt of comments.	N/A

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TASK ITEM	DRAFT DUE DATE	FINAL DUE DATE
Make revisions to Phase I ISA report according to Caltrans comments.	Submit drafts to County Environmental staff within three business days of receipt of comments.	N/A
Finalize and submit electronic and hard copy final Phase I ISA report	N/A	Submit electronic and hard copy Final Reports to County Environmental staff within three business days of notification that reports are acceptable to final.
Task 7-9 – Optional Tasks and Additional Work		
Task 7: Construction Monitoring (Optional)	At the request of County Environmental staff, Contractor (biologist) will monitor all construction activities at the Project site.	Reports will be submitted appropriate to construction schedule.
Task 8: Botanical Surveys (Optional)	As needed	In accordance with NES schedule.
Task 9: Additional Work	As needed	Additional work will be conducted in a time frame that is appropriate to meeting deadlines of associated tasks.

VI. PERFORMANCE STANDARDS

Contractor will perform environmental compliance services in accordance with the standards and protocols as set forth in California Department of Transportation (Caltrans) Requirements, National Environmental Policy Act (NEPA), California Environmental Quality Act (CEQA), the Clean Water Act and Porter-Cologne Water Quality Act, the State and Federal Endangered Species Acts, and the 1987 US Army Corps of Engineers (USACE) manual for determining the hydraulic, soils and vegetation parameters for wetlands, or any other industry standard technical specifications, calculations, and cost estimates, referenced in the Section III, Scope of Work.

VII. NON-EXCLUSIVE AGREEMENT

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

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- A. Paragraph 13 (Subcontract and Assignment) of the General Conditions is hereby amended by adding the following sentence immediately after the last sentence thereof:

"The County Administrator hereby consents to Contractor subcontracting with (i) ATC Group Services Inc. doing business as ATC Associates, (ii) Far Western Anthropological Research Group, Inc., and (iii) JRP Historical Consulting, LLC (each, a "Subcontractor") for services that Contractor is to perform under this Contract, provided, that no Subcontractor's contract with Contractor may include hourly rates of pay for such Subcontractor staff that are greater than the rates set forth for such Subcontractor staff in Attachment 1 to Appendix A of this Contract, and County will only pay Contractor in respect of any Subcontractor rendered services at the hourly rates set forth for such Subcontractor staff in Attachment 1 to Appendix A of this Contract."

- B. Paragraph 19(d) (Additional Insurance Provisions) of the General Conditions is hereby deleted in its entirety and replaced with the following:

"The commercial general liability, worker's compensation, and professional liability insurance policies provided by Contractor must include a provision for written notice to County (i) ten days prior to cancellation for nonpayment of premium, and (ii) thirty days notice of cancellation for a reason other than nonpayment of premium. The automobile insurance policy provided by Contractor must include a provision that if such policy is cancelled before its expiration date, the issuing insurer will endeavor to mail written notice to County 30 days prior to such cancellation"

- C. The following additional provisions are hereby added to the General Conditions, immediately following Section 29, thereof, and which are incorporated into this Contract by reference, as follows:

30. Actual Cost-Plus-Fixed Fee / Payment Method. The method of payment for this Contract is Actual Cost Plus Fixed Fee, not to exceed the Payment Limit specified in Section 4. Payment Limit of this Contract, without Agency's prior approval.
31. Payment. No payment will be made prior to County's approval of any work, nor, will Contractor perform any work prior to County's approval of this Contract.
32. Payment Retention. County will retain ten percent (10%) of each billing statement/invoice as security for the fulfillment of this Contract. County will release all withheld funds after:
- Contractor has completed all services as required under this Contract,
 - Contractor has submitted final billing, and
 - The County department head, or designee has determined that the services have been completed in accordance with this Contract.

Initials: JK
Contractor

[Signature]
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33. Annual Hourly Rate Increase. Annually, Contractor may request an increase in the hourly rates set forth in **Appendix A / Payment Provisions** to this Contract, in January of each calendar year during the term of this Contract, beginning with **January 2012**. The proposed increase in hourly rates cannot exceed the actual increase in the hourly rates paid by Contractor to its staff. Contractor shall provide County with at least 30 days advance written notice of a proposed increase. If County's department head, or designee approves Contractor's proposed increase, the proposed increase will be effective 30 days following receipt of Contractor's request. An increase in the hourly rates shall not result in any increase in the Payment Limit specified in Section 4. Payment Limit of this Contract.
34. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Contract, shall be delivered to and become the property of County. Consultant shall retain, and make available to County in accordance with Section 3. Records, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Contract.
35. Works Made for Hire: Confidentiality. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or formal, assembled or prepared by Contractor or Contractors' sub-contractor, Contractors, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Section 101, et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copy right and other intellectual property rights, in or to the works made for hire. If any of the works made for hire is subject to copyrighted protection, County reserves the right to copyright such works and Contractor agrees not to copyright such works.

If any works made for hire are copyrighted, County reserves a royalty-free, irrevocable license to reproduce, publish, and use the works made for hire, in whole or in part, without restriction or limitations, and to authorize others to do so. Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire, or any financial, statistical, personal, technical, or other data or information relative to County's operations which are designated confidential by County and made available to Contractor in order to carry out Contractor's work under this Contract or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. Permission to disclose information on one occasion or public hearing does not constitute authorization to further disclose such information on any other occasion.

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D. The Project (as defined in the Service Plan) is partially or fully funded by the United States Department of Transportation (DOT) funds. Therefore, this contract includes the following additional provisions:

- 36. Federal Cost Principles and Procedures (Federal aid projects only).** Contractor shall comply with the following provisions, which are incorporated into this Contract by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organization set forth in OMB Circular A-110, if applicable to Contractor. In the event that payment is made to Contractor for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, Contractor shall refund the payment to County within 30 days of written request from County. Should Contractor fail to do so, and should County file legal action to recover the refund, Contractor shall reimburse County for all attorneys' fees, costs, and other expenses incurred by County in connection with such action.
- 37.** Contractor will give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and in the attached Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If this Contract has an underutilized DBE (UDBE) goal, Contractor must meet the UDBE goal by using UDBEs as sub-contractors or document a good faith effort to meet the goal. If a UDBE sub-contractor is unable to perform, Contractor will make a good faith effort to replace him/her with another UDBE sub-contractor if the goal is not otherwise met. Contractor's UDBE sub-contractor commitment is the attached Exhibit 10-O1 and DBE sub-contractor commitment is in the attached Exhibit 10-O2.
- 38.** Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Contractor; to solicit or secure this Contract; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee."

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39. Prohibition of Expending Agency State or Federal funds for Lobbying

- a. Certification. Contractor certifies to the best of Contractor's knowledge and belief that:
- 1) No state, federal or Agency appropriated funds have been paid, or will be paid by-or-on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. Penalty for Failure to File Disclosure Form. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- c. Applicability to Sub-contractors. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

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40. Debarment and Suspension Certification:

- a. Contractor's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the County.
- b. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

41. Exhibits 10-F "Certification of Consultant, Commissions & Fees" and 10-G, "Certification of Agency" are included as attachments to the contract and are incorporated herein.

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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


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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


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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,


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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:

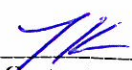
- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected 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


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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


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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


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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 Appendix A, attached hereto.

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.

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:


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Initials:


Contractor


County Dept.

APPENDIX A

PAYMENT PROVISIONS

Professional Services Payment Rates & Personnel

Payment Provisions:

- A. County will pay Contractor at the hourly rates and other costs set forth in Attachment 1 to this Appendix A.
- B. Contractor will submit monthly invoices for services provided. All invoices will reference the project name and number and the time period of when work was performed (1st day through last day of the month). Invoices will specify employee classifications, rates, and hours, task, and description of the work performed.
- C. Payment of Fees shall will be listed as a separate line item and expressed as the lump sum agreed upon in Attachment 1 to this Appendix A.
- D. Contractor will submit any sub-contractor's invoices with Contractor's related invoice.

Attachment 1 to Appendix A
1) Cost Summary

PRIME:

Area West Environmental, Inc.

<u>RATES:</u>			
<u>Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Project Manager	146	\$68.87	\$10,055.02
Senior Biologist	310	\$60.00	\$18,600.00
GIS Specialist	56	\$56.00	\$3,136.00
Botanist	40	\$50.00	\$2,000.00
Technician	112	\$12.00	\$1,344.00

Subtotal Direct Labor Costs: \$35,135.02
Anticipated Salary Increases: \$0.00
TOTAL Direct Labor Costs: \$35,135.02

<u>FRINGE BENEFITS</u>	<u>Rate</u>	<u>Total</u>
	5%	\$1,756.75

<u>INDIRECT COSTS</u>		
Overhead	48%	\$16,864.81
General and Administrative	12%	\$4,216.20
TOTAL Indirect Costs:		\$21,081.01

<u>FEE (Profit)</u>		\$5,797.34
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<u>OTHER COSTS (Expenses)</u>	<u>Quantity</u>	<u>Rate</u>	<u>Total</u>
Travel Costs:			
<u>mileage (unit: miles)</u> [Lesser of \$0.55/mile and current allowable IRS rate] * fuel cost NOT reimbursable	3,960	\$0.55	\$2,178.00
<u>bridge toll (unit: crossing)</u> * not to exceed current state bridge tolls	18	\$5.00	\$90.00
		Subtotal:	\$2,268.00
Equipment and Supplies:			
GPS / Rangefinder daily rental	5	\$75.00	\$375.00
Printing (various): (not to exceed \$1,800 total cost)	1200	\$1.50	\$1,800.00
		Subtotal:	\$2,175.00
TOTAL Other Costs (Expenses):			\$4,443.00

<u>SUBCONTRACTOR COSTS</u>		
ATC		\$3,500.00
Far Western		\$15,680.12
JRP		\$3,891.59
TOTAL Subconsultant Costs:		\$23,071.71

<u>SUBTOTAL COSTS:</u>			
Total Direct Labor Costs:			\$35,135.02
Fringe Benefits:			\$1,756.75
Indirect Costs:			\$21,081.01
Fee (Profit)			\$5,797.34
Other Costs (Expenses):			\$4,443.00
Subconsultants Costs:			\$23,071.71
TOTAL			\$91,284.83

<u>ROUNDED TOTAL:</u>	
	\$91,285.00

SUBCONSULTANTS:

1) ATC Associates, Inc.

RATES:			
Classification	Hours	Hourly Rate	Total
Project Manager	20	\$30.43	\$608.60
Staff Scientist	40	\$21.05	\$842.00
Administrative	10	\$17.45	\$174.50

Subtotal Direct Labor Costs: \$1,625.10
Anticipated Salary Increases: \$0.00
TOTAL Direct Labor Costs: \$1,625.10

FRINGE BENEFITS	Rate	Total
	6%	\$97.51

INDIRECT COSTS	Rate	
Overhead	48%	\$780.05
General and Administrative	12%	\$195.01
Total Indirect Costs:		\$975.06

FEE (Profit)		\$269.77
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OTHER COSTS (Expenses)	Quantity	Rate	Total
Travel Costs:		\$0.55	\$60.00
Equipment and Supplies:			
GPS usage			\$10.00
Printing	826	\$0.56	\$462.56
Total Other Costs (Expenses):			\$532.56

SUBTOTAL COSTS:			
Total Direct Labor Costs:			\$1,625.10
Fringe Benefits:			\$97.51
Indirect Costs:			\$975.06
Fee (Profit)			\$269.77
Other Costs (Expenses):			\$532.56
ATC ASSOCIATES TOTAL			\$3,500.00

SUBCONSULTANTS:

2) Far Western Anthropological			
<u>RATES:</u>			
<u>Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Management:			
PI/Project Director	4	\$42.33	\$169.32
Field Director/Flora Analysis	2	\$30.91	\$61.82
Contracts Administrator	4	\$26.52	\$106.08
Administrative Assistant	1	\$19.50	\$19.50
Total Management:			\$356.72
Pre-Field: APE Map Records Research; NA Consultation, Buried site assessment			
Field Director/Flora Analysis	20	\$30.91	\$618.20
Senior Geoarchaeologist	1	\$40.80	\$40.80
Staff Archaeologist	4	\$26.52	\$106.08
GIS Supervisor	4	\$37.00	\$148.00
Technician A/GIS/GPS Assist A	12	\$20.40	\$244.80
Total Pre-Field:			\$1,157.88
Field: Equipment prep. Two people, one day travel 1.5 hr. one way): record one site; process GPS & photos			
Field Director/Floral Analysis	8	\$30.91	\$247.28
Field Technician A	10	\$17.42	\$174.20
Technician A/GIS/GPS Assist A	1	\$20.40	\$20.40
Research Assistant	1	\$19.32	\$19.32
Total Field:			\$461.20
Report Write Up: Draft, possible multiple revisions; one final ASR; HPSR (JRP doesn't expect resources)			
PI/Project Director	4	\$42.33	\$169.32
Field Director/Floral Analysis	80	\$30.91	\$2,472.80
Senior Geoarchaeologist	2	\$40.80	\$81.60
GIS Supervisor	2	\$37.00	\$74.00
Staff Archaeologist	6	\$26.52	\$159.12
Technician A/GIS/GPS Assist A	12	\$20.40	\$244.80
Production Supervisor	4	\$33.66	\$134.64
Production Assistant	32	\$22.00	\$704.00
Graphics C	4	\$19.32	\$77.28
Field Technician A	6	\$17.42	\$104.52
Total Report Write Up:			\$4,222.08
		Subtotal Direct Labor Costs:	\$6,197.88
		Anticipated Salary Increases:	\$0.00
		TOTAL Direct Labor Costs:	\$6,197.88
FRINGE BENEFITS	Rate	Total	
	50%	\$3,098.94	
INDIRECT COSTS	Rate		
Overhead	58%	\$3,594.77	
General and Administrative	12%	\$743.75	
Total Indirect Costs:		\$4,338.52	
FEE (Profit)		\$1,363.53	

SUBCONSULTANTS:

Far Western Anthropological- (Continued)			
OTHER COSTS (Expenses)			
Travel Costs:			
Mileage	175	\$0.55	\$96.25
Equipment and Supplies:			
Communications			\$35.00
Reproduction			\$75.00
Record Search: NWIC (hours)	3	\$150.00	\$450.00
GLO other historic maps from BLM, Sacramento			\$25.00
Total Other Costs:			\$681.25

SUBTOTAL COSTS:			
Total Direct Labor Costs:			\$6,197.88
Fringe Benefits:			\$3,098.94
Indirect Costs:			\$4,338.52
Fee (Profit)			\$1,363.53
Other Costs (Expenses):			\$681.25
Far Western TOTAL			\$15,680.12

3) JRP Historical Consulting			
RATES:			
Classification	Hours	Hourly Rate	Total
Principal/Partner	8	\$52.90	\$423.20
Architectural Historian / Historian	24	\$24.85	\$596.40
Research Assistant	16	\$18.50	\$296.00
Production Technician	2	\$19.00	\$38.00
Administrative Assistant I	2	\$18.60	\$37.20
Administrative Assistant II	8	\$23.35	\$186.80

Subtotal Direct Labor Costs: \$1,577.60
 Anticipated Salary Increases: \$0.00
TOTAL Direct Labor Costs: \$1,577.60

COMBINED:			
FRINGE BENEFITS and INDIRECT COSTS (Overhead, General & Administrative)			
		Rate	
		119%	\$1,883.84
Total COMBINED Costs:			\$1,883.84

FEE (Profit)			\$346.15
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OTHER COSTS (Expenses)			
Travel Costs:			
Mileage	150	\$0.51	\$76.50
Equipment and Supplies:			
Photo Copies	50	\$0.15	\$7.50
Total Other Costs:			\$84.00

SUBTOTAL COSTS:			
Total Direct Labor Costs:			\$1,577.60
COMBINED COSTS Fringe Benefits & Indirect Costs			\$1,883.84
Fee (Profit)			\$346.15
Other Costs (Expenses):			\$84.00
JRP HISTORICAL TOTAL			\$3,891.59

PRIME:

MAXIMUM RATES

Area West

	Fringe Benefit % [A]	Ovehead % [B]	General Admin % [C]	Combined % [D] = [A] + [B] + [C]
Normal	5.00%	48.00%	12.00%	65.00%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]
Project Manager	\$68.87	\$44.77	\$113.64
Senior Biologist	\$60.00	\$39.00	\$99.00
GIS Specialist	\$56.00	\$36.40	\$92.40
Botanist	\$50.00	\$32.50	\$82.50
Technician	\$12.00	\$7.80	\$19.80

SUBCONSULTANTS:

MAXIMUM RATES

1) ATC Associates

	Fringe Benefit % [A]	Ovehead % [B]	General Admin % [C]	Combined % [D] = [A] + [B] + [C]
Normal	6.00%	48.00%	12.00%	66.00%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]
Project Manager	\$30.43	\$14.61	\$45.04
Staff Scientist	\$21.05	\$10.10	\$31.15
Administrative	\$17.45	\$8.38	\$25.83

SUBCONSULTANTS:

MAXIMUM RATES

2) Far Western				
	Fringe Benefit % [A]	Ovehead % [B]	General Admin % [C]	Combined % [D] = [A] + [B] + [C]
Normal	50.00%	58.00%	12.00%	120.00%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]
PI/Project Director	\$42.33	\$50.80	\$93.13
Field Director/Flora Analysis	\$30.91	\$37.09	\$68.00
GIS Supervisor	\$37.00	\$44.40	\$81.40
Senior Geoarchaeologist	\$40.80	\$48.96	\$89.76
Staff Archaeologist	\$26.52	\$31.82	\$58.34
Technician A/ GIS/GPS/Assistant A	\$20.40	\$24.48	\$44.88
Field Technician A	\$17.42	\$20.90	\$38.32
Production Supervisor	\$33.66	\$40.39	\$74.05
Production Assistant	\$22.00	\$26.40	\$48.40
Graphics	\$19.32	\$23.18	\$42.50
Research Assistant	\$19.32	\$23.18	\$42.50
Contracts Administrator	\$26.52	\$31.82	\$58.34
Administrative Assistant	\$19.50	\$23.40	\$42.90

SUBCONSULTANTS:

MAXIMUM RATES

3) JRP Historical				
Percentages: (All Combined)	Fringe Benefit % [A]	Ovehead % [B]	General Admin % [C]	Combined % [D] = [A] + [B] + [C]
Normal				119.41%

Classification	Base Rate [F]	Combined FB + OH + GA [G] = [F] * [D]	Subtotal [H] = [F] + [G]
Principal/Partner	\$52.90	\$63.17	\$116.07
Architectural Historian / Historian	\$24.85	\$29.67	\$54.52
Production Technician	\$19.00	\$22.69	\$41.69
Research Assistant	\$18.50	\$22.09	\$40.59
Administrative Assistant I	\$18.60	\$22.21	\$40.81
Administrative Assistant II	\$23.35	\$27.88	\$51.23

3) Key Project Personnel

PRIME:

<u>Area West</u>	
Name	Classification
B. Rozumowicz	Project Manager
A. Acala	Senior Biologist / Project Coordinator
M. Bailey	Botanist
E. Serra	GIS Specialist
S. Green	Technician

SUBCONSULTANTS:

1)

<u>ATC Associates, Inc.</u>	
Name	Classification
A. Krompholz	Project Manager
N. Valera	Staff Scientist
M. McKinnies	Administrative

2)

<u>Far Western Anthropological Research Group, Inc.</u>	
Name	Classification
Brian Byrd	PI/Project Director
Eric Wohlgemuth	Field Director/Flora Analysis
Paul Brandy	GIS Supervisor
Jack Meyer	Senior Geoarchaeologist
Phil Kaijankoski	Staff Archaeologist
Shannon Dearmond	Technician A/GIS/GPS/Assistant A
(various)	Field Technician A
Heather Baron	Production Supervisor
Nicole St. John Birney	Production Assistant
Kathleen Montgomery	Graphics
Wendy Masaweh	Research Assistant
Jennifer Collier	Contracts Administrator
Janice Reed	Administrative Assistant

3) Key Project Personnel

3)

<u>JRP Historical Consulting</u>		
Name		Classification
Rand	Herbert	Principal/Partner
Stephen	Wee	Principal/Partner
Meta	Bunse	Partner
Christopher	McMorris	Partner
Polly	Allen	Architectural Historian
Cheryl	Brookshear	Architectural Historian
Toni	Webb	Architectural Historian
Rita	Clark	Administrative Assistant I
Rhonda	Scott	Administrative Assistant II
Rebecca	Flores	Production Technician
Joseph	Freeman	Historian
Stephen	Melvin	Historian
Scott	Miltenberger	Historian
Heather	Norby	Historian
Bryan	Larson	Senior Historian
Chandra	Miller	Research Assistant
Heather	Miller	Research Assistant
Garret	Root	Research Assistant

Area West Environmental, Inc. - Cost Breakdown Summary																			
TASK	AWE Hours						AWE Labor Cost						Reimbursables			Subconsultants			TOTAL
	Rozumowicz Project Manager	Alcala Sr. Biologist	Serra GIS Specialist	Bailey Botanist	Green Technician	TOTAL	Rozumowicz Project Manager	Alcala Sr. Biologist	Serra GIS Specialist	Bailey Botanist	Green Technician	AWE Labor Cost	Printing	GPS and Laser Rangefinder Rental	Mileage	Far Western	JRP	ATC	
NES/BA (Task 1 & Task 2)	88	160	52	24	82	406	\$10,000.32	\$15,840.00	\$4,804.80	\$1,980.00	\$1,623.60	\$34,248.72	\$1,800.00	\$150.00	\$252.00				\$36,450.72
HPSR/ASR (Task 3 & Task 4)	18					18	\$2,045.52	\$0.00	\$0.00	\$0.00	\$0.00	\$2,045.52				\$14,305.12	\$3,541.59		\$19,892.23
Total for Tasks 1, 2, 3, & 4	106	160	52	24	82	424	\$12,045.84	\$15,840.00	\$4,804.80	\$1,980.00	\$1,623.60	\$36,294.24	\$1,800.00	\$150.00	\$252.00	\$14,305.12	\$3,541.59	\$0.00	\$56,342.95
*Note: Task 5-Mapping & GIS Support included with Tasks 1 through 9 costs																			
<i>Phase I ISA (Task 6-Optional)</i>	6						\$681.84	\$0.00	\$0.00	\$0.00	\$0.00	\$681.84						\$3,230.23	\$3,912.07
<i>Construction Monitoring* (Task 7-Optional)</i>	30	150			30		\$3,409.20	\$14,850.00	\$0.00	\$0.00	\$594.00	\$18,853.20		\$75.00	\$1,890.00				\$20,818.20
<i>Botanical Surveys (Task 8-Optional)</i>	4		4	16			\$454.56	\$0.00	\$369.60	\$1,320.00	\$0.00	\$2,144.16		\$150.00	\$126.00				\$2,420.16
Total for Optional Tasks (6, 7, & 8)	40	150	4	16	30	0	\$4,545.60	\$14,850.00	\$369.60	\$1,320.00	\$594.00	\$21,679.20	\$0.00	\$225.00	\$2,016.00	\$0.00	\$0.00	\$3,230.23	\$27,150.43
Sub Markup (10%)						0	\$0.00			\$0.00	\$0.00								
*Note: Task 9: Necessary extra work at additional cost (amendment)																			
Total Services	146	310	56	40	112	424	\$16,591.44	\$30,690.00	\$5,174.40	\$3,300.00	\$2,217.60	\$57,973.44	\$1,800.00	\$375.00	\$2,268.00	\$14,305.12	\$3,541.59	\$3,230.23	\$83,493.38

* This value is a daily rate assuming 15 -10 hour work days.

Fee Schedule				
Task-Consultant	Payment Target			
	Record Search and Field Review	Draft	Final	Total Fee
NES/BA (Area West)	\$ 684.97	\$ 1,027.46	\$ 1,712.44	\$ 3,424.87
HPSR/ASR (Area West)			\$ 204.55	\$ 204.55
Phase I/Optional (Area West)			\$ 68.18	\$ 68.18
HPSR/ASR (Far Western)	\$ 275.00	\$ 412.50	\$ 687.50	\$ 1,375.00
HPSR/ASR (JRP)	\$ 70.00	\$ 105.00	\$ 175.00	\$ 350.00
Phase I / Optional (ATC)	\$ 53.95	\$ 80.93	\$ 134.89	\$ 269.77
Botanical Survey/Optional (Area West)				\$ 214.42
Construction Monitoring / Optional (Area West)	N/A			\$ 1,885.32
Total Fee				\$ 7,792.11
Total Contract	\$ 91,285.49			
Rounded Total	\$ 91,285.00			

Exhibit 10-F Certification of Consultant, Commissions & Fees

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of Area West Environmental, Inc. whose address is 7000 Anice Street Orangevale CA 95662 and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

8/1/11
(Date)

Becky Rymowitz
(Signature)

Exhibit 10-G Certification of Local Agency

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the DEPUTY PUBLIC WORKS DIRECTOR
of the Contra Costa County Public Works Department, and that the consulting firm of
AREA West Environmental, Inc., or its representative has not
been required (except as herein expressly stated), directly or indirectly, as an express or implied condition
in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

01/11
(Date)

[Signature]
(Signature)



Exhibit 10-I Notice to Proposers DBE Information

March 8, 2011

**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

The Agency has established an Underutilized DBE goal for this Agreement of **6.19%** for the following projects;

- 1) Camino Tassajara Shoulder Widening Project East of Blackhawk Dr. to Finley Rd.- Environmental Technical Studies
- 2) San Pablo Bridge Replacement at Rodeo Creek - Environmental Technical Studies

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Proposer UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
 - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

- 7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
 - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
 - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
 - D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
 - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
 - F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Local Agency Proposer UDBE Commitment (Consultant Contracts)

EXHIBIT 10-01 Local Agency Proposer UDBE Commitment (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
LOCAL AGENCY: <u>Contra Costa County Public Works Department</u>		LOCATION: <u>Camino Tassajara in Contra Costa County</u>		
PROJECT DESCRIPTION: <u>Roadway improvements along 3,500 foot section of Camino Tassajara beginning approximately 2,000 feet east of Blackhawk Drive and ending approximately 100 feet south of Finley Road.</u> <u>Contra Costa County Project No. 0662-6R4131 Federal Aid Project NO. HSIPL - 5928(105)</u>				
PROPOSAL DATE: <u>Due: April 13, 2011</u>				
PROPOSER'S NAME: <u>Area West Environmental, Inc.</u>				
CONTRACT UDBE GOAL (%) <u>6.19 percent</u>				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a UDBE)	UDBE CERT NO. AND EXPIRATION DATE	NAME OF EACH UDBE (Must be certified at the time proposals are due - include UDBE address and phone number)	PERCENT PARTICIPATION OF EACH UDBE
1	<u>Project Management/NES/BA</u>	<u>UDBE Cert No.: 32027</u> <u>Expires: Feb 19, 2014</u>	<u>Area West Environmental, Inc.</u> <u>7006 Anice Street, Orangevale, CA</u> <u>Phone: 916.987.3362</u>	<u>55</u>
2	<u>HPSR/ASR</u>	<u>NON UDBE</u>	<u>Far Western Anthropological</u> <u>2727 Del Rio Place, Ste. A</u> <u>Davis, California 95618</u> <u>Phone: 530.756.3941</u>	<u>26</u>
2	<u>HPSR/HRER</u>	<u>NON UDBE</u>	<u>JRP Historical Consulting, LLC</u> <u>2850 Spafford Street</u> <u>Davis, CA 95618</u> <u>Phone: 530.757.2521</u>	<u>8</u>
3	<u>Phase I ISA</u>	<u>NON UDBE</u>	<u>ATC Associates, Inc.</u> <u>3600 Madison Ave., Ste. 64</u> <u>North Highlands, CA 95660</u> <u>916.339.0477</u>	<u>6</u>
4	<u>Construction Monitoring</u>	<u>UDBE Cert No.: 32027</u> <u>Expires: Feb 19, 2014</u>	<u>Area West Environmental, Inc.</u> <u>7006 Anice Street, Orangevale, CA</u> <u>Phone: 916.987.3362</u>	<u>5</u>
For Local Agency to Complete: Local Agency Proposal Number: <u>0662-6R4131</u> Federal-Aid Project Number: <u>HSIPL-5928(105)</u> Federal Share: <u>88.53%</u> Proposal Date: <u>4/13/11</u> Local Agency certifies that the UDBE certifications have been verified and all information is complete and accurate unless noted otherwise. <u>Kevin Emigh</u> <u>Kevin Emigh</u> <u>8/2/11</u> Print Name Signature Date Local Agency Representative (Area Code) Telephone Number: <u>(925) 313-2233</u> Total Claimed UDBE Commitment <u>60</u> % <u>Bucky Rozumowicz</u> Signature of Proposer <u>April 12, 2011</u> <u>916.987.3362</u> Date (Area Code) Tel No: <u>Becky Rozumowicz</u> Person to Contact Please Type or Print Local Agency Proposer UDBE Commitment (Consultant Contracts) (Rev 6/27/09)				

Distribution: (1) original -- Local agency files

EXHIBIT 10-02 Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM				
LOCAL AGENCY: <u>Contra Costa County</u>		LOCATION: <u>unincorporated area of Danville</u>		
PROJECT DESCRIPTION: <u>Camino Tassajara Shoulder Widening, east of Blackhawk Drive to Finley Road-Environmental Technical Studies</u>				
TOTAL CONTRACT AMOUNT (\$): <u>91,285</u>				
PROPOSER'S NAME: <u>Area West Environmental, Inc.</u>				
WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE
1,2,5,7,8	NES, BA Construction Monitoring, Botany Survey	32027 2/19/14	Area West Environmental 7000 Anville St Orangethorpe CA 95607 (916) 987-3307	\$68,213
3,4	HPSR/ASR	non DBE	Far Western Anthropological	\$15,000
3,4	HPSR/HRR	non DBE	JRP Historical Consulting	\$3,500
6	Phase I ISA	non DBE	ATC Associates	\$3,500
For Local Agency to Complete:			Total Claimed DBE Participation	
Local Agency Contract Number: <u>0662-6R4131</u>			\$68,213	
Federal-Aid Project Number: <u>HSIPL 5928(105)</u>			75 %	
Federal Share: <u>88.53%</u>				
Contract Award: <u>9/15/2011</u>				
Local Agency certifies that the DBE certifications have been verified and all information is complete and accurate.			Signature of Proposer <u>Becky Rozumowicz</u>	
Print Name <u>Kevin Emigh</u>			Date <u>8/5/11</u>	
Signature <u>Kevin Emigh</u>			(Area Code) Tel. No. <u>(916) 987-3307</u>	
(Area Code) Telephone Number:			Person to Contact <u>Becky Rozumowicz</u>	
For Caltrans Review:			(Please Type or Print)	
Print Name Caltrans District Local Assistance Engineer			Local Agency Proposer DBE Information (Consultant Contracts) (Rev 6/27/09)	
Signature				
Date				

Distribution: (1) Copy - Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days after contract execution. Failure to send a copy to the DLAE within 15 days after contract execution may result in deobligation of funds for this project.

(2) Original - Local agency files

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE			
PRIME CONTRACTOR				BUSINESS ADDRESS					ESTIMATED CONTRACT AMOUNT \$		
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT			TOTAL							BA--Black American	
\$				\$	\$	\$	\$	\$	\$	APA--Asian-Pacific Islander	
UDBE			NA--Native American								
			W--Woman								
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.											

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:

Original - District Construction

Copy- Business Enterprise Program

Copy- Contractor

Copy Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer
(submitted with the Report of Expenditure)

Copy- District Local Assistance Engineer

Copy- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at:
<http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.