Professional Services Agreement with Gallaway Enterprises for Environmental Services on the Las Plumas-Lincoln SRTS

The Department of Public Works executed a Request for Qualifications (RFQ) in 2015 to establish a list of firms to provide Environmental Services for projects the department is responsible for completing. The RFQ process established a list of three firms with the necessary qualifications to perform this type of work.

The department has been working on the Las Plumas - Lincoln Boulevard Safe Routes to School (SRTS) project and has gotten to the stage where it is necessary to begin the process of preparing the environmental documents for the project. The department requested cost proposals from the three qualified firms to provide specific environmental and permitting services. Only one firm provided a cost proposal and that firm was Gallaway Enterprises in the amount of $29,260.24. The other firms declined to propose because they could not service the needs of the project in the desired time frame.

The Department of Public Works recommends a Professional Services Contract (PSC) for Environmental Services with Gallaway Enterprises for services including but not limited to environmental studies, wetland delineations, archaeological surveys, CEQA and NEPA documentation, and permitting services for the Las Plumas - Lincoln SRTS Project.

The term of the agreement is for one year and the estimated costs for services will not exceed $29,260.24.

Fiscal Impact:
Estimated cost of the PSC is $29,260.24 over the one-year term. The expense is included in the department's fiscal year 2017-18 budget for the Las Plumas - Lincoln SRTS Project. There is no impact to the County General Fund.

Personnel Impact:
Does not apply.

Action Requested:
Approve agreement and authorize the Chair to sign.

Administrative Office Review: Casey Hatcher, Economic and Community Development Manager
PROFESSIONAL SERVICE CONTRACT
Environmental Consultant Services ATP Project ATPL-5912(107)

This Contract, dated as of the last date executed by the County of Butte is between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the professional service contractor indicated in the variable information table below, hereinafter referred to as "CONTRACTOR."

<table>
<thead>
<tr>
<th>VARIABLE INFORMATION TABLE</th>
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</thead>
<tbody>
<tr>
<td>Term of This Contract</td>
</tr>
<tr>
<td>(Complete Dates in Just One of the Following Three Rows)</td>
</tr>
<tr>
<td>Term Begins</td>
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<td>On Following Date</td>
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<td>Upon Execution</td>
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<td>Term Completion Date</td>
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<td>On Following Date</td>
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<td>One Year Thereafter</td>
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<td>County Department</td>
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<tr>
<td>Public Works</td>
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<td>Net 30</td>
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<tr>
<td>Basis of Price</td>
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<td>(Do Not √ More Than One of the Following Four Blocks)</td>
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<tr>
<td>Price</td>
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<td>Monthly Price</td>
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<tr>
<td>Hourly Rate</td>
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<tr>
<td>Not-to-Exceed Price</td>
</tr>
<tr>
<td>$29,260.24</td>
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<tr>
<td>√</td>
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<tr>
<td>√ if Reasonable Expenses are authorized in addition to Hourly Rate</td>
</tr>
</tbody>
</table>

CONTRACTOR Contact Information
CONTRACTOR: Gallaway Enterprises
Address: 117 Meyers Street, Suite 120
City, State & ZIP: Chico, CA 95928
Telephone: 530-332-9909
Facsimile: 530-332-9905

COUNTY Contact Information
Project Manager: Lane Green
Address: 7 County Center Drive
City, State & ZIP: Oroville, CA 95965
Telephone: 530-538-7681
Facsimile: 530-538-7171

WHEREAS, COUNTY, through the COUNTY Department identified above, desires to have work described in the Attachment III - Scope of Work performed; and

WHEREAS, CONTRACTOR possesses the necessary qualifications to perform the work described herein;

NOW THEREFORE BE IT AGREED between the parties to this Contract that this Contract is subject to the provisions contained in the following attachments, which are made a part of this Contract. Should there be any conflicts between this Contract and the attachments that are incorporated herein precedence shall first be given to the provisions of this Contract followed by the attachments, in descending order, as indicated below:
- Attachment I – Terms and Conditions (including Exhibit "A")
- Attachment II – Insurance Requirements for Professional Services Contract
- Attachment VI – Professional Credentials
- Attachment III – Scope of Work, Exhibit 10-H Cost Proposal

By signature below, the department head or his or her deputy certifies that no unauthorized alterations have been made to the Attachment I – “Terms and Conditions” and/or the Attachment II – “Standard Insurance Requirements.”

Shawn H. O’Brien
Typed or Printed Name
Signature
Date

This Contract and the above listed Attachments represent the entire undertaking between the parties.

COUNTY
By:
Bill Connelly, Chair
Date
Board of Supervisors

CONTRACTOR

By:
Jody Gallaway
Date
Gallaway Enterprises

REVIEWS FOR CONTRACT POLICY COMPLIANCE
Public Works Contracts Division
By:

REVIEWS AS TO FORM
BRUCE S. ALPERT
BUTTE COUNTY COUNSEL

By:

Professional Services Contract - GTS25K Rev. 04/10/15 Butte County Public Works
1. **Scope of Work.** The work to be undertaken is identified in the attached "Attachment III – Scope of Work" which is made a part of this Contract.

2. **Reimbursement.** The work shall be performed for the Fixed price, Annual price, Monthly price or Hourly rate as indicated above in the variable information table, but shall not exceed the Not-to-Exceed Price if included in the variable information table. Reasonable expenses if authorized and specified in addition to the Hourly Rate if both the Hourly Rate block and the block authorizing Reasonable Expenses are checked in the variable information table. Payment shall be made after the Project Manager or designee reviews and approves the work and after submittal of an invoice by the CONTRACTOR. Expenses and or materials if stipulated shall be paid only upon prior approval and with receipts and only after review and authorization by the Project Manager.

3. **County Project Manager.** The COUNTY Project Manager or designee for this undertaking who will receive payment invoices and answer questions related to the coordination of this undertaking is identified above in the variable information table.

4. **Independent Contractor.** CONTRACTOR is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of COUNTY nor is the CONTRACTOR a partner or in any way directly affiliated with the COUNTY. CONTRACTOR agrees to file tax returns, report compensation and pay all applicable taxes on amounts paid pursuant to this Contract.

5. **Ownership.** CONTRACTOR by execution of this contract acknowledges that this is a Work for Hire agreement and hereby grants ownership of all work performed by the CONTRACTOR under this agreement to the COUNTY. The COUNTY shall retain the exclusive right of ownership to the work, products, inventions and confidential information produced in performance of this contract for the COUNTY by the CONTRACTOR.

6. **Confidentiality.** The CONTRACTOR shall comply as follows and in accordance with the required performance of this contract:

   a. All applications, records, data or any information concerning any individual made or kept by any public office, officer or department obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties, shall be the confidential property of the COUNTY and shall not be communicated, transmitted, reproduced or in any other way conveyed to any person not directly a party to this contract, its terms and conditions in accordance with all applicable laws and regulations including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any implications thereof including destruction of records or data as appropriate under compliance criteria.

   b. No person will publish or disclose or permit or cause to be published or disclosed any data, facts, figures, list of persons or any other form of information obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties. No person shall publish, disclose, or use or permit, or cause to be published, disclosed or used any confidential information pertaining to any individual or group of individuals obtained by the CONTRACTOR in the performance of duties or as a consequence of performing said duties.

   c. CONTRACTOR agrees to inform all employees, agents, associates and partners on the above provisions and that any person knowingly and intentionally violating the provisions of this clause is guilty of a misdemeanor. CONTRACTOR shall bear equal responsibility for any violation of the provisions of this paragraph.

   d. CONTRACTOR agrees and understands that if confidential information concerning any individual made or kept by any public office, officer or department is obtained by the CONTRACTOR and
included on any memory device that may be housed in a computer, or other device (such as a "PDA") may become subject to Federal HIPAA requirements and/or any state or local regulations that apply which could result in surrender of the hard drive, sanitization or the destruction thereof in accordance with Department of Defense (DoD) 5220.22-M standard and/or industry standards current to time of the release of the equipment which ever represents the greatest level of (permanent) information destruction. At the very least, at the end of this contract, CONTRACTOR may be required to stipulate to the fact that no such files exist.

7. **Termination.** This Contract may be terminated by either the COUNTY or CONTRACTOR by a thirty day written notice. Authorized costs incurred by the CONTRACTOR will be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Contract shall expire on the Completion Date indicated in the above Variable Information Table unless the Completion Date is modified by written amendment to this Contract.

8. **Indemnification.** CONTRACTOR agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the COUNTY, its officers, agents and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, including CONTRACTOR, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by CONTRACTOR hereunder, whether or not there is concurrent negligence on the part of the COUNTY, but excluding liability due to the active negligence or willful misconduct of the COUNTY. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under worker’s compensation acts, disability benefit acts, or other employee benefits acts. CONTRACTOR shall be liable to COUNTY for any loss of or damage to COUNTY property arising out of or in connection with CONTRACTOR’s negligence or willful misconduct.

9. **Right to Monitor/Audit and Associated Liability.** It being understood by the parties hereto that the COUNTY’s funding source herein may be COUNTY, State and/or Federal appropriation, and therefore CONTRACTOR is responsible for administering the program as described herein, CONTRACTOR agrees to accept responsibility for receiving, replying to and/or complying with an any audit of this project which may be deemed appropriate or required in compliance with COUNTY, State or Federal mandates and to reimburse the COUNTY for any liability upon the COUNTY for any discrepancy resultant from said audit exceptions or for any liability that result from a breach of contract, misrepresentation or inaccuracy.

10. **Record Retention and Availability.** CONTRACTOR shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a minimum period of three (3) years from the effective date of this agreement, or until all State and/or Federal audits are complete, whichever is later. Upon request, CONTRACTOR shall make available copies of these records to COUNTY, State or Federal Governments’ personnel, including but not limited to the State Auditor General. In the event that this contract is related to a FEMA grant record retention shall be three years from the date of the Grant Close-out letter.

11. **Insurance Requirements.** CONTRACTOR shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or be in connection with the performance of the Work hereunder by CONTRACTOR, CONTRACTOR’s agents, representatives, employees and subcontractors. At the very least, CONTRACTOR shall maintain the insurance coverage, limits of coverage, and other insurance requirements as described in Attachment II to this Contract.

12. **Changes to the Contract.** Changes to this Contract may only be approved by written amendment to this Contract. No alteration or variation of any term or condition of this agreement shall be valid unless made in writing, signed by the parties hereto in accordance with COUNTY Policies and Procedures. No oral understanding or agreement not incorporated as a duly authorized written amendment shall be binding on any of the parties hereto.

13. **Representations and Warranties.** CONTRACTOR by execution represents the skill, knowledge, proficiency and expertise to perform as herein stipulated and warrants that the credentials presented herein Attachment VI are authentic, current and duly granted.
14. **Contractor's Standard of Care.** COUNTY has relied upon the professional ability, experience, and credentials presented and represented by the CONTRACTOR as a material inducement to enter into this Contract. CONTRACTOR hereby warrants that all of CONTRACTOR's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable Federal, State and local laws, it being understood that acceptance of CONTRACTOR's work by COUNTY shall not operate as a waiver or release. Where applicable, the CONTRACTOR shall maintain the appropriate certification(s), license(s) or accreditation(s) through the life of this contract, as submitted and stipulated herein Attachment VI and make them available for audit upon request by the COUNTY.

15. **Termination for Exceeding Maximum Level of Expenditures.** Contracts exceeding the monetary limits delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount prescribed by Government Code Section 25502.5 for personal services contracts or the amount prescribed by Public Contract Code Section 22032 (b) for public works contracts.

16. **Termination for Exceeding Maximum Term.** Contracts exceeding the three year term delegated to the Purchasing Agent, or authorized deputies, are not valid unless duly executed by the Chair of the Board of Supervisors. If this Contract was executed for the COUNTY of Butte by the Purchasing Agent, or authorized deputy, this Contract shall automatically terminate on the date that the term exceeds three years. Amendments to this Contract, or new Contracts for essentially the same purpose, shall not be valid beyond the three year limitation unless duly executed by the Chair of the Board of Supervisors.

17. **Compliance with Laws.** CONTRACTOR shall comply with all Federal, State and local laws, rules and regulations including, without limitation, and not limited to any nondiscrimination laws. Specifically, the CONTRACTOR by executing this agreement stipulates and certifies that as an individual or as an entity, complies in good faith as well as all actions the following regulatory requirements at least but not limited to:
   a. Non-discrimination with regard to minority, women, and disabled veteran-owned business enterprises; hiring practices on the basis of race, color or national origin, gender, handicaps or age.
   b. Environmental protection legislation and in particular regarding clean air and water, endangered species, handling or toxic substances and the public right to know.
   c. Drug Free workplace, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act and Public Health Service Act
   e. Domestic Partners – Public Contract Code 10295.3.
   f. ADA 1990 42 USC 12101 et seq.

18. **Applicable Law and Forum.** This Contract shall be construed and interpreted according to California law and any action to enforce the terms of this Contract for the breach thereof shall be brought and tried in the Superior Court of the County of Butte.

19. **Contractor Performance and the Breach Thereof.** The COUNTY may terminate this agreement and is relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. CONTRACTOR shall be notified in a timely manner of default and provided 30 days in which to remedy the default. If at the end of the 30 days, if remedy is not made or does not satisfy the default, the COUNTY shall notify the CONTRACTOR of the breach and thereby the termination of this contract. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CONTRACTOR under this agreement and the balance, if any, shall be retained by the COUNTY.

20. **Contradictions in Terms and Conditions.** In the event of any contradictions in the terms and/or conditions of this Contract, these Attachment I TERMS AND CONDITIONS shall prevail.
21. **No Delegation Or Assignment.** Provider shall not delegate, transfer or assign its duties or rights under this Agreement, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of COUNTY and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to CONTRACTOR. COUNTY will not be obligated to make payment under the Agreement until such time that the amendment is entered into.

22. **Conflict of Interest.** CONTRACTOR and CONTRACTOR's employees shall have no interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

   a. This contract is entered into by COUNTY upon the express representation that CONTRACTOR has no other contracts in effect with COUNTY except as described on Exhibit "A" hereto attached. Exhibit "A" is hereby made part of this contract by it reference herewith and hereby subjugated to these General Terms and Conditions (Attachment I).

   b. CONTRACTOR understands and will adhere to the COUNTY's policy that no contracts shall knowingly be issued to any current COUNTY employee or his/her immediate family or to any former COUNTY employee or his/her immediate family until two years after separation from employment, without notifying the Director of the Department of Human Resources in writing:

   Human Resources Director  
   3 County Center Drive  
   Oroville, CA 95966

   c. CONTRACTOR stipulates by execution of this contract that they have no business or other interest that provides any conflict with the interest of the County of Butte in the matters of this agreement. CONTRACTOR recognizes that it is a breach of ethics to not disclose any interest that may be a conflict to the COUNTY for the advice of County Counsel on the matter prior to executing this contract.

23. **Canon of Ethics.** CONTRACTOR by execution of this contract agrees to act in the best interest of and on behalf of the County of Butte and its constituents in all matters, honest, fair, prudent and diligent as dictated by reasonable standards of conduct for their profession.

24. **Severability.** The terms and conditions of this contract shall remain in force and effect as a whole separate from and even if any part hereof the agreement is deemed to be invalidated.

25. **No Implied Waiver.** In the event that The COUNTY at any point ignores or allows the CONTRACTOR to break an obligation under the agreement, it does not mean that COUNTY waives its future rights to require the CONTRACTOR to fulfill those obligations.

26. **Entirety of Agreement.** This contract inclusive of all Attachments herein stipulated and made part of the contract constitutes the entire agreement between these parties.
EXHIBIT “A”

Acknowledgement of OTHER COUNTY Contracts

List any and all contracts that you have with COUNTY agencies. If none, you must stipulate “none.” This cannot be left blank or omitted from the contract.

<table>
<thead>
<tr>
<th>Contract Details</th>
<th>Expiration Date</th>
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<tbody>
<tr>
<td>X90201 - ISA Gridley/Larkin Signal</td>
<td>08/29/2017</td>
</tr>
<tr>
<td>X90202- 3 Year On-Call Environmental Services Roads and Bridges</td>
<td>10/11/2019</td>
</tr>
<tr>
<td>X90255-Environmental Services Middle Honcut Road Culvert Replacement</td>
<td>07/11/2018</td>
</tr>
</tbody>
</table>
ATTACHMENT II
INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

*Please provide a copy of Attachment II to your insurance agent.

Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damages to property that may arise from or be in connection with the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees and subcontractors. Before the commencement of work Contractor shall submit Certificates of Insurance and Endorsements evidencing that Contractor has obtained the following forms of coverage:

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Coverage shall be at least as broad as:

1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

3) Workers' Compensation Insurance: As required by the State of California with Statutory Limits and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury and disease. (Not required if Contractor provides written verification he or she has no employees.)

4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with limits no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS - The insurance policies are to contain, or be endorsed to contain, the following provisions:

1) The County of Butte, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or at the direction of the Contractor, including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

2) For any claims related to this contract, Contractors insurance coverage shall be primary insurance coverage at least as broad as ISO Form CG 20 01 04 13 as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees and volunteers shall be excess of Contractors insurance and shall not contribute with it.
3) Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

C. WAIVER OF SUBROGATION: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

D. SELF-INSURED RETENTIONS: Self-insured retentions must be declared to and approved by the County. The County may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

E. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best’s rating of no less than A.VII, unless otherwise acceptable to the County.

F. VERIFICATION OF COVERAGE: Contractor shall furnish County with original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language affecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

G. SPECIAL RISKS OR CIRCUMSTANCES: County reserves the right to modify these requirements including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

H. SUBCONTRACTORS: Contractor shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the County certificates of insurance and endorsements before beginning work under this contract.

I. CLAIMS MADE POLICIES: If any of the required policies provide coverage on a claims-made basis:

1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to the County for review.
ATTACHMENT VI
PROFESSIONAL CREDENTIALS

The CONTRACTOR herein presents the required and essential credentials for performance of this contract and warrants them to be authentic, current and duly granted.

Professional Degrees

Jody Gallaway  
B.S. Biology  
M.S. Biology

Kevin Sevier  
B.A. Geography and Planning  
Master of Rural and Town Planning

Christine Lohse  
B.S. Fisheries and Wildlife Science

Elena Gregg  
B.S. Environmental Biology and Management

Melissa Murphy  
B.S. Environmental Science

Dan Machek  
B.S. Wildlife Management and Conservation

Licenses

Women Business Enterprises VON: 4BN00007
Disadvantage Business Enterprises (31237)
California Division of Industrial Relations: Public Works Contractor #1000001952
Small Business (1760213)
Federal Recovery Permit TE-049693

Certifications

Kevin Sevier - Certificate in GIS Technologies
Elena Gregg - ISA Certified Arborist (WE-8033A)
ATTACHMENT III
Scope of Work

Unless indicated otherwise herein, the CONTRACTOR shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

Contractor Responsibility:

Task 1: Kick Off Meeting, Area of Potential Effect (APE), Preliminary Environmental Assessment (PES) and Project Description.

Contractor shall attend a project kick-off meeting to discuss communication and information exchange protocols, review project work schedules, and confirm review the project description applicability for use in all of the technical studies. Utilizing the County’s project description and anticipated extents of the project activities, Contractor shall develop an APE and PES for approval by Caltrans and the County. Gallaway assumes one kick-off meeting and two project development meetings.

Meeting: One (1) kick-off meeting with the County and, if appropriate, Caltrans staff.

Attendance at 2 project development meetings

Deliverables: Attendance at meetings, contribution to Project Description, draft APE map

The following tasks as presented based on our review of the project extents, review of the site and experiences on similar projects. During the development and approval of the PES in Task 1, the scope of technical studies may be expanded or reduced depending on feedback received from Caltrans.

Task 2: Natural Environmental Study, Minimal Impacts (NESMI)

Contractor shall prepare a draft NESMI for the Biological Study Areas (BSA). The NESMI document will be prepared taking into consideration the information obtained from the respective wetland delineations, field surveys, project specific impacts, and mitigation. Based on our recent site visit and preliminary review of the California Natural Diversity Database (CNDDB), it appears there are no State or federally listed species within close proximity to the project site. However, there is suitable habitat and documented occurrences of migratory birds and raptors in proximity to the site.

Contractor shall conduct botanical and biological surveys, including migratory bird surveys, per California Department of Fish and Wildlife (CDFW), California Natural Plant Society (CNPS), and all other appropriate protocols. Contractor shall document all vegetation communities, plant species observed on-site. The NESMI reports will follow Caltrans’ most recent guidance and document formats, currently the November 14, 2014 version. Contractor shall coordinate with the County, and Caltrans to ensure consistency in the project description between all associated documents.
If the project site is considered to be within active habitat or there is a potential for impacting the state or federally listed species then the project would not qualify for a NESMI and a NES would need to be developed. Contractor shall re-scope and sully a revised cost estimate if a full NES is needed.

Deliverables: One (1) Draft NESMI (1 hardcopy each and 2 electronic copies each (Word and .pdf))
One (1) Final NESMI (2 hardcopies each, 2 electronic copies each (Word and .pdf))

County, and Caltrans Input: Two (2) rounds of review of each NES document

Task 3.  Delineation of Waters of the United States

Delineations of Waters of the U.S. are required if jurisdictional waters occur within the projects’ boundaries. All waters of the United States that meet the US Army Corps of Engineers (USACE) criteria will be delineated within the APE. For the purpose of determining a delineation study area for federally funded projects, Gallaway utilizes the limits of the APE so that there is consistency Section 106 of the National Historic Preservation Act. Contractor shall obtain aerial photography of the sites, using readily available resources. Topography for the project area will be supplied by, the County or, if not available, USGS topo will be used. All wetland resources will be mapped according to USACE 2012 minimum mapping standards. Formal wetland delineation reports prepared per the 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (2008) will be submitted to the County. The delineations will be compliant with the Minimum Standards For Acceptance of Aquatic Resource Delineation Reports which becomes effective on January 1, 2016.

Deliverables: Draft Delineation of Waters of the United States (1 hardcopy, 1 electronic copy)
Final Draft Delineation of Waters of the United States (2 hardcopies, 1 electronic copy)

Task 4: Archaeological Survey Report and Historic Properties Survey Report (ASR and HPSR)

Contractor shall prepare the ASR and HPSR documentation for the proposed project. It does not appear that there are any previously identified historical resources in the project site. Contractor’s Cultural Resource Specialist will complete the following:

- Conduct Records Searches involving County Records maintained by the Northeast Information Center (NEIC) at CSU, Chico.
- Consult with the Native American Heritage Commission regarding Sacred Land listings and with local Native American representatives for information they may provide concerning prehistoric sites and possible traditional use areas within or near the APEs.
- Conduct pedestrian archaeological survey (for prehistoric and historic archaeological sites) within the APEs.
• Prepare an ASR and HPSR documentation including relevant Primary Records (State DP 523 forms) for prehistoric and historic-era archaeological sites identified during the pedestrian field survey.
• Deliver Final inventory reports to NEIC and Contractor.

Given the early stage of project development we assume that there will be no Right-of-Way (ROW) acquisition and that project staging will be adjacent to the construction site. The County will provide information regarding the vertical limits of impacts. In the event that additional historic documentation is required, additional scoping and task identification will be required. Gallaway will coordinate and facilitate the review of documents between Caltrans, and the County.

Deliverables: Draft ASR (1 hardcopy and 1 electronic)  
Draft HPSR (1 hardcopy and 1 electronic)  
Final ASR (1 hardcopy and 1 electronic)  
Final HPSR (1 hardcopy and 1 electronic)

County and Caltrans Input: Two (2) total rounds of review of the ASR and HPSR

Task 5: CEQA/ NEPA Documentation

Contractor shall provide CEQA and NEPA services as well as assistance with responding to public and agency comments. In regards to NEPA clearance, Caltrans as the FHWA designated Lead Agency typically handles all NEPA documentation utilizing supporting technical studies such as the NES and the ASR/HPSR. Gallaway will ensure that all technical studies comply with Caltrans and NEPA standards.

If the project extents and actions fit within one of the CEQA Categorical Exemptions (CE), Contractor shall recommend perusing this approach for CEQA compliance. If the proposed project does not adhere to one of the CEs, then we will default to developing an Initial Study / Mitigated Negative Declaration (IN/MND). Utilizing an Initial Study template supplied by the County, Contractor shall prepare an Initial Study and Mitigated Negative Declaration. Gallaway will use the County approved project description for the environmental document and subsequent analysis of project related impacts. Gallaway will be responsible for the preparation of an administrative draft, public review draft and final environmental document. It’s the Contractor understanding that the County will be responsible for circulating, printing, and filing the draft and final environmental documents. Contractor shall provide a consolidated mitigation and monitoring plan.

Deliverables: One (1) Administrative Draft (1 hard copy & 1 electronic copy)  
Fifteen (15) Public Review Draft (1 hard copy & 1 electronic copy)  
One (1) response to comments
One (1) Mitigation and Monitoring Plan (1 hard copy & 1 electronic copy)

**County Input:** Review of the administrative draft and submit edits
- Notice, Publish, and circulate public review draft
- Collect comments and provide to Gallaway
- Publish and File Final IS/MND

**Task 6:** Clean Water Act (CWA) § 404 USACE Permit Facilitation

Contractor assumes that the proposed project activities will require a CWA § 404 Permit from the USACE. Projects of this nature are generally covered by Nationwide Permit (NWP) 14 (Linear Transportation Projects). NWP 14 applies to activities required for the construction, expansion, modification, or improvement of linear transportation project in Waters of the U.S. Currently, for linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than ½ acre of Waters of the U.S. Depending on the classification of the aquatic resources within the project that may be impacted, there is the potential that the project can be authorized under a non-reporting NWP 14. If applicable, Gallaway will pursue a non-reporting NWP 14 and bill at a reduced cost. Contractor shall prepare the appropriate USACE permit application based on final design and when it becomes available. Preferably plans suitable for completing a thorough impacts assessment will be 60% complete.

**Deliverable:** Draft permit applications ready for review and signatures
- (One hard copy and one pdf copy)
- Final applications (One hard copy and one pdf copy)

**County Input:** One (1) review of permit applications and signature(s)

**Task 7:** Clean Water Act (CWA) § 401 Regional Water Quality Control Board (RWQCB) Certification Facilitation

Contractor shall prepare the CWA § 401 applications for proposed project to obtain the Water Quality Certification from the RWQCB, as needed. The application cannot be submitted until the lead agency has made a determination pursuant to CEQA and the Notice of Determination (NOD) has been filed with the State Clearinghouse.

**Deliverable:** Draft CWA § 401 Water Quality Certification Applications
- (One hard copy and one pdf copy)
- Final applications (One hard copy and one pdf copy)

**County Input:** One (1) review of permit applications, payment of application fees, and signature(s)
Task 8: CDFW §1602 California Department of Fish and Wildlife (CDFW) Streambed Alteration Agreement Facilitation

Contractor shall prepare the §1602 applications for Streambed Alteration Agreement for the proposed project from the CDFW. Construction drawings at greater than 60% complete for improvements that result in impacts to waters within CDFW jurisdiction will be required. Upon submission of the permit application, Contractor may conduct a site visit with CDFW to assure that all desired information is included in our submittal. The application cannot be submitted until the CEQA documentation and NOD has been filed with the California Office of Planning and Research State Clearinghouse.

**Deliverable:** Completed permit applications ready for review and signature

**County Input:** One (1) review of permit applications, payment of application fee

**CONTRACTOR COMPENSATION:**
Contractor shall be compensated on a time and materials basis according to EXHIBIT 10-H COST PROPOSAL attached to this document, for a total not to exceed contract price of $29,260.24.

*Other project specific expenses such as travel, special consultants, and purchased outside services will be billed at cost.

**COUNTY RESPONSIBILITY:**
County will provide any necessary information needed to complete the project.
EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2)

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant: Gallaway Enterprises, Inc. Contract No. [___________] Date 7/12/2016

Fringe Benefit 65%  +  Overhead 34%  +  General Administration 22%  =  Combined Indirect Cost Rate (ICR) 121%

(= 0% if Included in OH)  (= 0% if Included in OH)

FEE % = [_____10_______]

BILLING INFORMATION

<table>
<thead>
<tr>
<th>Name/Job Title/Classification</th>
<th>Hourly Billing Rates¹</th>
<th>Effective date of hourly rate From To</th>
<th>Actual or Avg. hourly rate²</th>
<th>% or $ increase</th>
<th>Hourly range - for classifications only</th>
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¹ Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all sub-consultant firms.

² Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

³ For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.
**EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2)**

**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)**
(Construction Engineering and Inspection Contracts)

Consultant: Gallaway Enterprises, Inc ____________________________ Contract No. ____________________________ Date: November 4, 2014

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<th>SUBCONSULTANT #1</th>
<th>SUBCONSULTANT #2</th>
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<td><strong>COST</strong></td>
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<tr>
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<td>A.</td>
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</tr>
<tr>
<td>B.</td>
<td>B.</td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>C.</td>
<td></td>
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<td>Travel</td>
<td>Travel</td>
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<tr>
<td>A. Mileage</td>
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</tr>
<tr>
<td>B. Lodging</td>
<td>ea</td>
<td>$110</td>
</tr>
<tr>
<td>C. Meals</td>
<td>day</td>
<td>$30</td>
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**PRIME TOTAL ODCs =**

**SUBCONSULTANT #1 ODCs =**

**SUBCONSULTANT #2 ODCs =**

**IMPORTANT NOTES:**

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency. The rates should not exceed the State Department of Personnel Administration (DPA) requirements.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
## COST PROPOSAL

**CONTRACT No.**

**CONSULTANT**

Gallaway Enterprises, Inc

**Date** 14-Jul-17

### DIRECT LABOR

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<tr>
<th>Classification</th>
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Subtotal Direct Labor Costs $10,136.00

**Total Direct Labor Costs** $10,136.00

### FRINGE BENEFITS

- **Rate:** 65.00%
- **Total Fringe Benefits:** $6,588.40
  
  **Total Fringe Benefits** $6,588.40

### INDIRECT COSTS

- **Overhead/General and Administrative**
  
  **Total Indirect Costs** $5,676.16

### FEE @ 10%

- **Direct Cost**
  - Gas, meals, records search $100.50

**Total Direct Costs** $100.50

**TOTAL COSTS** $24,741.12
## COST PROPOSAL

**CONTRACT No.**

**CONSULTANT**

Genesis Society

**Date** 18-Jul-17

### DIRECT LABOR

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Subtotal Direct Labor Costs $2,523.50

### FRINGE BENEFITS

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Total Fringe Benefits $403.76

### INDIRECT COSTS

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Total Indirect Costs $958.93

### FEE @ 15%

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Total Direct Costs $50.00

### TOTAL COSTS

Total Costs $4,519.12
BUTTE COUNTY DEPARTMENT OF PUBLIC WORKS
LOCATION MAP FOR
PROPOSED SOUTH OROVILLE SAFE ROUTE TO SCHOOL ATP CYCLE 2
LINCOLN BLVD. & LAS PLUMAS AVENUE