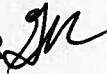



REPORT TO CITY COUNCIL

DATE: JUNE 23, 2015

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: GREG RAMIREZ, CITY MANAGER 

BY: RAMIRO ADEVA, DIRECTOR OF PUBLIC WORKS/CITY ENGINEER 

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC., FOR IMPLEMENTATION OF THE MEDEA CREEK RESTORATION PROJECT IS/MND MITIGATION MEASURES

The Initial Study/Mitigated Negative Declaration (IS/MND) for the Medea Creek Restoration Project was approved by the City Council on March 25, 2015, along with a Mitigation Monitoring and Reporting Program (MMRP). The project includes naturalizing a portion of Medea Creek for aesthetic and biological habitat purposes, and improving pedestrian connections in the area. The naturalization consists of removing approximately 450 linear feet of concrete channel and construction of a natural channel, stabilized with native vegetation, boulders and log structures. The project would provide pedestrian connectivity from Kanan Road, through an open space parcel to the west of Medea Creek, to Chumash Park, east of Medea Creek via a footbridge.

This report seeks approval of a professional services agreement with Rincon Consultants Inc. (Rincon) to provide biological support services for the project. The mitigation compliance that is part of this agreement includes:

- Conducting pre-construction wildlife surveys
- Conducting nesting bird surveys
- Archaeological/Paleontological Monitoring
- Water Quality Monitoring

Since Rincon completed the IS/MND for this project to the City's satisfaction, staff did not feel the need to go through the formal proposal solicitation process to bring a new firm aboard. Rincon is currently providing similar services for the Agoura Road Widening Project; and is very familiar with the biological setting of the City, as well as State and Federal requirements pertaining to biological resources. City staff has been pleased with Rincon's work to date, and believe they have the expertise to carry out the biological consulting services for the Medea Creek Restoration Project.

The estimated total cost of the work is \$50,880, which would be billed on a time-and-materials basis. A ten-percent contingency (\$5,088) is included in the agreement in the event there are any findings from the wildlife and bird nesting surveys that may require additional work. A detailed list of the services required of this contract can be found as Exhibit "A" on the attached contract agreement. The costs for these services have been

accounted for in the project budget, which includes \$1,218,750 of Proposition 84 Funds, as well as \$365,000 from former Third District Supervisor Zev Yaroslavsky of the Los Angeles County Board of Supervisors, for a total of \$1,583,750. Work is anticipated to commence in July and take approximately five (5) months to complete.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff respectfully recommends the City Council approve the professional services agreement with Rincon Consultants, Inc., for implementation of the Medea Creek Restoration Project IS/MND Mitigation Measures.

Attachment: Professional Services Agreement

**AGREEMENT FOR CONSULTANT SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONSULTANT: Rincon Consultants, Inc.
RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Jennifer Haddow
CONSULTANT'S ADDRESS: 180 North Ashwood Avenue
Ventura, CA 93003
CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager
PREPARED BY: Kelly Fisher
COMMENCEMENT DATE: July 25, 2015
TERMINATION DATE: December 31, 2015
CONSIDERATION: Contract Price
Not to Exceed: \$50,880

ADDITIONAL SERVICES *(Describe Services, Amount, and Approval):*

Date: _____ **Amount: \$** _____ **Authorized By:** _____
(Not to Exceed 10% of Contract Price) **City Manager**

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF AGOURA HILLS AND RINCON
CONSULTANTS, INC.**

THIS AGREEMENT is made and effective as of July 25, 2015, between the City of Agoura Hills, a municipal corporation ("City") and Rincon Consultants, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 25, 2015, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2015, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

In meeting its obligations under this Agreement, Consultant shall at all times faithfully and competently perform all tasks described herein in a manner satisfactory to CITY and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

4. PREVAILING WAGES

A. Prevailing wages are required on all CITY agreements involving construction, design, and preconstruction phases of construction (including, but not limited to, inspection and land surveying work), and maintenance (except for janitorial or security guards) for work on CITY property.

B. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute by this Consultant from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Consultant shall provide a copy of prevailing wage rates to any staff or sub-consultant hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of \$50.00 for each calendar day, or portion

thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any sub-consultant under him, in violation of the provisions of the Agreement..

5. PAYMENT

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed Fifty Thousand Eight Hundred Eighty Dollars and Zero Cents (\$50,880.00) ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Consultant shall provide receipts on all reimbursable expenses in excess of Fifty Dollars (\$50) in such form as approved by the Director of Finance.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination

of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section entitled "**PAYMENT**" herein.

7. DEFAULT OF CONSULTANT

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement."

8. OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary

computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents and independent Consultants serving in the role of City officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any negligent or wrongful acts or omissions of Consultant, its officials, officers, employees, agents or sub-consultants in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, Consultant shall defend Indemnitees at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. All duties of Consultant under this Section shall survive termination of this Agreement.

10. INSURANCE REQUIREMENTS

Prior to commencement of work, Consultant shall procure, provide, and maintain, at Consultant's own expense, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88, or equivalent.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92, or equivalent, covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles.

3) **Worker's Compensation** as required by the State of California; **Employer's Liability:** One million dollars (\$1,000,000) per accident for bodily injury or disease.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered and named as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City. Consultant agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. **Consultant shall furnish the City with original endorsements, specifically naming the City of Agoura Hills, its officers, officials, employees and volunteers as additional insured, effecting coverage required by this clause.** The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City. Insurance certificates and endorsements must be received and approved by City's Risk Manager prior to commencement of performance. Current insurance certificates and endorsements shall be kept on file with the City at all times during the term of this agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Mailing Instructions. Insurance documents shall be mailed with the signed Agreement to the attention of the staff person indicated on the cover sheet of this Agreement, to the City of Agoura Hills, 30001 Ladyface Court, Agoura Hills, CA 91301. Executed Agreement(s) cannot be released nor may any work commence on a project until the signed Agreement and appropriate insurance documents are on file with the City Clerk.

11. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

13. RELEASE OF INFORMATION

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or sub-consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by: (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses

specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, California 91301
Attention: City Manager

To Consultant: Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Jennifer Haddow

15. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

16. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST

No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-consultants for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Illece Buckley Weber,
Mayor

ATTEST:

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council: _____

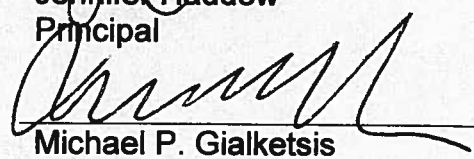
APPROVED AS TO FORM:

Candice K. Lee,
City Attorney

CONSULTANT

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Jennifer Haddow
(805) 644-4455
(805) 644-4240 fax

By: 
Name: Jennifer Haddow
Title: Principal

By: 
Name: Michael P. Gialketsis
Title: President

[Signatures of Two Corporate Officers Required]

EXHIBIT A

TASKS TO BE PERFORMED

SCOPE OF WORK

Task 1 - Presence/Absence Daytime Surveys, Evening Bat Emergence and Acoustic Surveys, and Bat Species Identification

Pursuant with MM BIO-1, Rincon will conduct an initial visual survey for the presence/absence of nocturnal animals (e.g. bats) that may utilize marginally suitable roosting habitat (i.e. sycamore trees) present on and bordering the site. The visual inspection will consist of observing trees scheduled for removal that may be suitable for bat occupation from available vantage points for signs of bat use and guano. The survey area will also include an inspection of the habitat immediately adjacent to the trees. The initial visual inspection will be conducted during daylight (afternoon) hours to allow the greatest visibility of the trees and potential roost locations. If any potential signs of roosting are identified, the survey will be extended in those areas through dusk to observe whether any bats leave for nighttime foraging. Because construction is anticipated during the breeding season, the survey will evaluate any roosts to determine whether they are active maternity roosts.

Upon completion of the final survey, a letter report will be prepared summarizing the survey findings. The report will be submitted to the City's Environmental Analyst for review, approval and submittal to CDFW. Our proposal includes one, 8 hour survey day by two (2) biologists, for the initial and emergent survey. The survey will be performed prior to the removal of trees on site.

Task 2 - Nesting Bird Survey

Per MM BIO-2, a Rincon qualified biologist will conduct a nesting bird survey prior to removal of vegetation and commencement of construction activities to avoid impacts to breeding and/or nesting birds during the nesting season (February 1 through September 1). Under this task, a qualified Rincon biologist will conduct a nesting bird survey not more than one (1) week prior to the commencement of construction activities. The nesting bird survey will entail an assessment of potentially suitable nesting habitat within and directly adjacent to the project site (within a 300-foot buffer), to confirm the presence/absence of nesting birds and/or nesting activity. Our biologist will identify avian species present and determine if such species are subject to protection under the California Fish and Game (CFG) Code or the Migratory Bird Treaty Act (MBTA). A memo report discussing the

Environmental Scientists

Planners

Engineers

results of the bird survey will be submitted to the City for review prior to any vegetation removal, site preparation or construction activity. If construction activities are delayed or continue beyond a two-week timeframe, additional surveys may be recommended to confirm the absence of nesting birds. Should an active nest be identified that requires monitoring, this work would be provided under a separate scope and cost.

Our proposal includes one, 8 hour survey day by one (1) biologist, inclusive of travel to the project site, and a memo report to be submitted to the City prior to the commencement of construction activities.

Task 3 - Archaeological/Paleontological Monitoring

Per MM CR-1, Rincon will provide a cross-trained archaeological/paleontological monitor to perform archaeological and paleontological monitoring for all ground-disturbing construction activities where sediments appear to be in a primary context. In conformance with MM CR-1, the monitoring will be performed under the direction of Rincon Archaeological Principal Investigator Christopher Duran, MA, RPA, who meets and exceeds the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historic archaeology (NPS 1983), and Rincon Senior Paleontologist David Daitch, Ph.D., who meets and exceeds the Society of Vertebrate Paleontology's requirements for Qualified Professional Paleontologist (SVP 2010).

Under this task, a Rincon cross-trained monitor will observe all ground-disturbing construction activity where soils appear to be in a primary context, primarily assumed to be associated with the following tasks: Demolition and the Channel Gradient Control component of Restoration. For the purposes of this scope of work we have assumed a total of four weeks of monitoring will be required. As a result of these estimates, Rincon assumes archaeological and paleontological monitoring will be required for as many as four weeks (one month) of the four-month construction schedule.

In accordance with CR-1, the qualified archaeologist/paleontologist may reduce or stop monitoring dependent upon observed conditions. If archaeological/paleontological resources are encountered during ground-disturbing activities, Rincon will notify the City Environmental Analyst immediately, and work shall stop within a 100-foot radius until Rincon's qualified archaeologist or paleontologist (as applicable) has assessed the nature, extent, and potential significance of any remains under CEQA. In the event such resources are determined to be significant, appropriate actions to mitigate impacts shall be implemented. For the purposes of this scope of work and cost estimate, Rincon assumes that no archaeological or paleontological resources will be encountered that require recordation, evaluation, or treatment. If archaeological or paleontological resources are encountered, a change order will be requested to complete the additional work.

Upon completion of archaeological and paleontological monitoring, Rincon will prepare a negative findings technical memorandum that will be submitted to the City and the South Central Coast Information Center for their records. The memorandum will include a figure depicting the area(s) monitored.

Task 4 - Water Quality Monitoring

Per the design plans dated November 25, 2014, a low-flow water diversion system will be installed to maintain a dewatered channel during construction. Under this task, a qualified Rincon biologist or environmental scientist will conduct pre-construction water quality sampling of surface waters to establish baseline data prior to the installation of the diversion or any project activities. A qualified Rincon biologist or environmental scientist will also conduct sampling prior to each phase of construction if sufficient water (ponded or flowing) is present within the work site. Daily sampling during the first working week of the diversion, and weekly sampling (for up to 19 weeks) thereafter would be conducted in accordance with the condition of the 401 Water Quality Certification. It is assumed that only one diversion will be necessary for this project. Constituents to be tested include pH, temperature, dissolved oxygen, turbidity and total suspended solids.

We have budgeted for one (1) biologist to be present full time during the first week (five, 8-hour days) for diversion installation, vegetation clearing/grubbing, and initial construction monitoring. We have assumed one diversion will be in place for the duration of the project and will require a half day of monitoring (4 hours) once per week for up to 19 weeks. We have also budgeted for one (1) biologist to be present full time during the last week (five, 8-hour days) for diversion removal. This assumes two total sampling locations (upstream diversion and downstream diversion). We have budgeted for a maximum monitoring effort of up to **170 hours** (full time for a total of 10 days during the first and last weeks of construction, and once per week [four hours] throughout the remainder of the project duration). This assumes work during a regular work week (Monday - Friday) and does not include weekends, holidays or evening/ nighttime work. Monitoring can be adjusted as needed based on the level of activity, the needs of the City, and the professional judgment of the monitor.

We have assumed that up to five monthly surface water quality monitoring reports will be prepared for submittal to the RWQCB (assumes one round of City edits/review). Additionally, this task includes preparation and submittal of daily monitoring logs. We propose up to **60 hours** of report preparation, graphics, and technical review of the five (5) reports, as well as submittal of all field notes, photos and maps.

Task 5 - Final Project Report

We have assumed that one final report will be prepared at the end of the project (assumes one round of City edits/review). We propose up to **16 hours** of report preparation and technical review of the report.

Project Management and Agency Coordination

This task involves management, organization, and coordination with the construction contractor, the City, and the agencies over the course of the monitoring program. It also includes quality assurance and technical assistance for the program by principal and senior level staff, and administrative staff time. We estimate up to **26 hours** of staff time will be necessary for coordination and project management.

EXPENSES

Surface Water Quality Sampling. Rincon will provide field data collection for pH, temperature, turbidity, and dissolved oxygen, and collect and submit water samples to an analytical laboratory to conduct the Total Suspended Solids analysis (which cannot be done in the field) per sampling day at each diversion to meet anticipated 401 requirements. Rincon equipment costs for collection of samples are \$55 per day. Given the size of the project and the length of the channel proposed for repairs we anticipate there will be several inlets collected and directed into the diversion. Should the City choose to sample these inlets as part of the water surface sampling programs, there would be additional cost per inlet. Total cost for sampling one upstream location of one diversion, including direct cost from the lab, would be \$75 (Rincon equipment cost = \$55 and Total Suspended Solids analysis = \$20) per day for normal turn-around time (TAT) and \$10 more (\$85) for an expedited 24 hour TAT. Each additional inlet sampled on a single day increases the cost by \$20 for normal TAT and \$30 for 24-hour TAT. Therefore, for two locations (one upstream and one downstream) the cost for regular TAT would be \$95 (Rincon equipment of \$55 + two TSS samples at \$20 each), and for 24-hour TAT would be \$115 (\$55 Rincon equipment + \$30 * 2 locations).

We recommend that the City establish a budget of **\$2,510** for sampling expenses. This budget is based on an assumption that one diversion will be in place continuously throughout the duration of the project and that no additional inlet locations are present (two total sampling locations). This also provides for up to two 24-hour TATs (\$115 per sampling day) and an additional day of sampling as a contingency (26 total sampling days), should additional samples be necessary.

ESTIMATED COST

Rincon will complete Tasks 1 through 5 of the scope of work presented above for an estimated cost not to exceed **\$50,880**. We will bill these tasks on a time and materials basis in accordance with the terms and conditions of our existing contract. The attached table summarizes the costs for Rincon Consultants to complete the proposed work program.

EXHIBIT B

PAYMENT RATES AND SCHEDULE



RINCON CONSULTANTS, INC.

Medea Creek Restoration Project

Table 1. Estimate

Rincon Labor	Cost	Hours	Principal \$180/hr	Senior Environ. Scientist/ Planner \$140/hr	Environ. Scientist/ Planner \$110/hr	Environ. Tech. \$90/hr	Graphics \$85/hr	Admin \$65/hr	Cultural Monitor Daily Rate \$850
1. Roosting Bat Survey	\$1,615	17	0.5		8	8			
2. Nesting Bird Survey	\$1,745	18		1	8	8	1		
3. Archaeological/Paleontological Monitoring (inc. memo)	\$17,960	29	1	2		4	2		20
4. Surface Water Quality									
Sampling and Monitoring	\$16,000	170			80	90			
Reporting	\$6,025	60		5	30	20	5		
5. Final Project Report	\$1,700	16	1	1	8	4	2		
Client/Agency Coordination & Project Management	\$3,325	30	2	8	10	5		5	
Subtotal	\$48,370	340	5	17	144	139	10	5	20
ADDITIONAL COSTS									
Surface Water Monitoring - Lab and Analytical Fees *	\$2,510								
Subtotal	\$2,510								
TOTAL COST LABOR + ADDITIONAL COSTS									
	\$50,880								

**24-hour TAT for first sample and one additional sample, regular TAT for remaining samples*

Environmental Scientists

Planners

Engineers