

AMENDMENT ONE TO AGREEMENT FOR OAK TREE MITIGATION SERVICES
FOR THE COLE CREEK AT SODA BAY RD BRIDGE REPLACEMENT PROJECT (14C-0127)
AND THE HIGHLAND CREEK AT HIGHLAND SPRINGS RD BRIDGE REPLACEMENT PROJET
(14C-0125) IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT ONE TO AGREEMENT is made this _____ day of _____, 2019, by and between the County of Lake, hereinafter referred to as "COUNTY", and Hanford ARC, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated February 27, 2018, to provide oak tree mitigation services for the Cole Creek at Soda Bay Rd Bridge Replacement Project & the Highland Creek at Highland Springs Rd Bridge Replacement Project; and

WHEREAS, the CONSULTANT desires to amend their budget due to the need for a supplemental Archaeological Survey Report (ASR) and a supplemental Historic Properties Survey Report (HPSR) for the offsite planting areas; and

WHEREAS, Article XV, Section A, "MODIFICATION", of said AGREEMENT allows modification by a written amendment executed by both parties; and

WHEREAS, COUNTY AND CONSULTANT now desire to amend said Agreement in order to compensate for the supplemental archaeological documents.

NOW, THEREFORE, the parties hereto agree as follows:

1. ARTICLE I, "SCOPE OF SERVICES", SECTION "A" is modified to read as follows:
 - A. CONSULTANT shall perform the services described in Exhibit "A" and hereby modified by Exhibit "C", attached hereto and incorporated herein by this reference hereinafter called Scope of Work.
2. "Compensation" under ARTICLE VI, "COMPENSATION AND TERMS OF PAYMENT" is modified to read as follows:
 - C. Compensation: The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in

performance of the work set forth in Exhibit "A" as hereby modified by Exhibit "C". Direct Costs for Sub Consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work.

For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "B" as hereby modified by Exhibit "D", provided however, total payments to CONSULTANT shall not exceed \$207,816.38 for Cole Creek Site, \$143,217.85 for the Highland Creek Site and a total of \$351,034.23 without prior written authorization by COUNTY and formal Amendment to this Agreement.

Cole Creek Site.....	\$207,816.38
Highland Creek Site.....	\$143,217.85

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$7,503.42 for the Cole Creek Site and \$5,114.22 for the Highland Creek Site. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated February 27, 2018 shall remain in full force and effect.

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COUNTY and CONSULTANT have executed this Amendment Two to Agreement on the
day and year first written above.

COUNTY OF LAKE:

CONSULTANT:

Chair, Board of Supervisors



Mark Cederborg, Vice President / Secretary
Hanford Applied Restoration & Conservation

ATTEST:

CAROL J. HUCHINGSON
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By: _____

By:  _____

PROPOSED SCOPE AND WORK PLAN

Cultural Resources Compliance Services including
Supplemental Archaeological Survey Report (ASR)

and

Supplemental Historic Properties Survey Report

FOR

Highland Creek Bridge – Vegetation Mitigation
Bridge Replacement Project (Bridge No. 14C-0125)

Unincorporated Lake County

Federal Project #: BRLO-5914 (071)

AND

Cole Creek Bridge – Vegetation Mitigation
Bridge Replacement Project (Bridge No. 14C-0127)

Unincorporated Lake County

Federal Project #: BRLS-5914 (025)

FOR

COUNTY OF LAKE, PUBLIC WORKS

255 N. Forbes Street

Room 309

Lakeport, CA 95453

ATTN: Scott Hornung, Assistant Engineer

BY

BASIN RESEARCH ASSOCIATES, INC.

1933 Davis Street, Suite 215

San Leandro, CA 94577

December 3, 2018

AND

Hanford ARC

The scope of work consists of completing the cultural resources compliance requirements required by Caltrans District 01 Local Assistance to qualify the proposed projects for grant funding administered by Caltrans and the Federal Highway Administration (FHWA). The goal of the proposed cultural resources work is to meet the requirements for cultural resources pursuant to the *Programmatic Agreement Among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Office and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* as amended.

Lake County Public Works (LCPW), in cooperation with the California Department of Transportation (Caltrans District 1), is proposing a new planting location to complete vegetation mitigation requirements associated with the replacement of the Highland Creek Bridge completed in 2015 (Bridge No. 14C-0125) and the Cole Creek Bridge completed in 2016 (Bridge No. 14C-0127).

The new bridge, on Highland Springs Road approximately 7.4 miles south of the intersection of Highland Springs Road and State Route 29, was constructed north of and next to the original bridge to improve the road alignment and driver sight distance. Project construction resulted in the removal of nine native oak (*Quercus* sp.) trees from the Highland Creek riparian corridor which have to be replaced as required by the project's California Department of Fish and Wildlife (CDFW) streambed alteration agreement.

The new Cole Creek Bridge is on Soda Bay Road in Kelseyville approximately 400 feet west of Clark Drive. The purpose of the Cole Creek Bridge Replacement Project was to improve bridge safety by bringing the structure up to current design standards, increasing flow capacity under the bridge, and meeting current and future traffic demands. Project construction resulted in the removal of 12 native oak (*Quercus* sp.) trees from the Cole Creek riparian corridor of which five have to be replaced as required by the project's CDFW streambed alteration agreement.

The proposed mitigation for both bridges consists of planting, maintaining, and monitoring 27-55 native oak trees in riparian habitat and the removal and ongoing control of invasive plant species to facilitate the successful establishment of the replacement native oak trees. Planting at both of the main bridge replacement sites is not feasible due to poor soil conditions (i.e., high gravel content and soil compaction). An off-site mitigation location along Highland Creek approximately 1.9 miles east of the Highland Creek Bridge Replacement bridge has been selected for both bridge replacement projects. The vegetation mitigation location includes three distinct planting area – Areas 1 and 3 are associated with the Highland Creek Bridge and Area 2 (center) planting area is for the Cole Creek Bridge Replacement Project. Areas 1 and 3 will have 27-40 trees while Area will have 15 trees.

Temporary construction easements (TCE) may be necessary within the County right of way (ROW) but the program will not require the acquisition of new ROW. All work will be confined to existing county road right-of-way and land.

Consultation by LCPW with Caltrans District 1 indicated that the completion of a Supplemental *Archaeological Survey Report* (ASR) by a professional archaeologist was required as the potential Area of Potential Effects (APE) for Archaeology was outside of the bridge replacement APE. A Supplemental *Historic Property Survey Report* (HPSR) is also required to document the project's effects on any identified resources. The two required reports will generally tier off previous cultural resources work completed for the Highland Bridge Replacement Project due to the proximity of the vegetation mitigation area to this bridge.

The project anticipates a finding of either No Historic Properties Affected or a No Adverse Effect with Standard Conditions based on the previous research and the minimal number of archaeological sites in the general area.

The potential APE for Archaeology will be developed by BASIN and LCPW in consultation with Caltrans.

TECHNICAL PLAN

The ASR, and the HPSR will be completed in accordance with the Caltrans *Environmental Handbook (Volume 2) Cultural Resources* + guidance in the Programmatic Agreement and consultation with Caltrans Professionally Qualified Staff (PQS). The final *Area of Potential Effect* (APE) for Archaeology will be completed and forwarded for review to Caltrans by the County for signature along with a project description. It is assumed that Caltrans may require consultation prior to approving the APEs.

An archival search by the California Historical Resources Information System (CHRIS) will be requested to obtain further information on the prehistoric and built environment. Additional sources will be consulted as necessary.

Basin Research Associates, in conjunction with Caltrans, will contact the State of California Native American Heritage Commission (NAHC) for an updated review of the *Sacred Lands Inventory*. Native Americans listed by the NAHC will be contacted for additional information on the area. Documentation will be provided to Caltrans for completion of the required Native American consultation. The results of the consultation will be incorporated in the HPSR.

The HPSR will be completed by Basin Research Associates in accordance with current Caltrans guidance.

Meeting attendance by the Principal Project Manager is not anticipated. Meetings can be arranged on a task order basis.

Reports will follow accepted formats for a supplemental ASR and HPSR. It is anticipated that Caltrans will complete a review of two draft reports and revised reports before accepting the final reports. It is also anticipated that Caltrans will require additional consultation as the reports progress through the review process.

PERSONNEL

All personnel assigned to the project will meet the minimum professional qualifications in the Caltrans *Guide to Consultants*. All project personnel are experienced with Caltrans local assistance requirements due to previous project experience with various districts statewide including District 4. Dr. Colin I. Busby will be the designated contact at Basin Research Associates. Mr. Christopher Canzonieri (MA, RPA) will be the field archaeologist. BASIN staff will provide support services including research, graphics and administration.

SCHEDULE

The project schedule will be agreed to on a mutual basis – a minimum of 8-12 weeks is anticipated once the APE and project description are approved. Inclement weather may delay

field work. Caltrans review schedules may vary depending on workload. Every effort will be made to respond to comments within one week.

COST NOTES

Costs include a field inventory and a California Historical Resources Inventory System archival search (non-expedited). See attached forms for costs.

Exhibit 10-H1 Cost Proposal
Actual Cost-Plus-Fixed Fee or Lump Sum (Firm Fixed Price) Contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant
Consultant Basin Research Associates, Inc.Project No. Highland Crk Bridge Vegetation
MitigationContract No. Lake Co PW RequestDate 12/2/2018**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Investigator*	C. Busby	24	\$55.00	\$ 1,320.00
Research Scientist*	D. Garaventa	10	\$48.50	\$ 485.00
Lead Archaeologist (MA)*	C. Canzonieri	16	\$31.25	\$ 500.00
Lead Arrky OT	C. Canzonieri	2	\$48.50	\$ 97.00
Archaeologist	S. Guedon	0	\$31.25	\$ -
GIS*	M. Tannam	12	\$35.00	\$ 420.00
Admin	Staff	4	\$25.75	\$ 103.00
				\$ -

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 2,925.00

b) Anticipated Salary Increases

\$ -

c) Total Direct Labor Costs [(a) + (b)] \$ 2,925.00

INDIRECT COSTSd) Fringe Benefits (Rate: 39.00%)

e) Total Fringe Benefits [(c) x (d)] \$ 1,140.75

f) Overhead (Rate: 68.00%)

g) Overhead [(c) x (f)] \$ 1,989.00

h) General and Administrative (Rate: 26.50%)

i) Gen & Admin [(c) x (h)] \$ 775.13

j) Total Indirect Costs [(e) + (g) + (i)] \$ 3,904.88

FIXED FEEk) TOTAL FIXED FEE [(c) + (j)]* fixed fee 10%] \$ 682.99**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage via Company Vehicle(s)	320	0.545	\$174.40	\$174.40
CHRIS Information Center Archive Fee	6	150	\$900.00	\$900.00
Per Diem - per GSA peak rate	0	272	\$0.00	\$0.00

l) TOTAL OTHER DIRECT COSTS \$ 1,074.40

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1:

\$

(m) TOTAL SUBCONSULTANTS' COSTS \$ -

(n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 1,074.40

TOTAL COST [(c) + (j) + (k) + (n)] \$ 8,587.26

Exhibit 10-H1 Cost Proposal

Certification of Direct Costs:

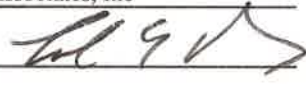
I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Basin Research Associates, Inc Title*: President
Signature: Colin I Busby  Date of Certification (mm/dd/yyyy): 12/2/2018
Email: basinres1@gmail.com Phone Number: 510.430.8441 x202
Address: 1933 Davis Street, STE 215 San Leandro, CA 94577

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Historic preservation services - Review of proposed vegetation mitigation area near Highland Creek Bridge Replacement Project to meet Caltrans ASR and HPSR requirements for archaeological resources. Services include both archival and literature research plus physical inventory of the area. In addition, BASIN will undertake Native American consultation and/or advise client on Native American issues in consultation with Caltrans District 1