

**AGREEMENT BETWEEN LASSEN COUNTY  
AND  
ECORP CONSULTING, INC.**

**THIS AGREEMENT** is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and ECORP CONSULTING, INC., a California Corporation with a principal place of business at 2525 Warren Drive, Rocklin, CA 95677, (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

**WHEREAS**, COUNTY has the need for environmental engineering services in the completion of various monitoring studies and plans which are needed in order to complete proposed construction and/or maintenance projects and,

**WHEREAS**, COUNTY desires to hire a CONTRACTOR to complete these services and,

**WHEREAS**, CONTRACTOR is properly licensed with the State of California to complete this work and,

**WHEREAS**, CONTRACTOR desires to provide these services.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

**2. TERM.**

The term of the agreement shall be for the period of September 10, 2019 through June 30, 2025.

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and

other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

- 4.1 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.
- 4.2 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- 4.3 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- 4.4 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

## **5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

## **6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

## **7. DESIGNATED REPRESENTATIVES.**

Larry Millar, Director is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Taraneh Emem, Project Manager is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

## **8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E – Contractor's Proposal (P18-508.08B)-Skyline Road Extension
- Attachment F – Contractor's Proposal (P18-508.09A)-Robinson Canyon
- Attachment G – Contractor's Proposal (P18-508.06A)-Hackstaff Bridges

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR  
ECORP CONSULTING, INC.

Business Entity Number: C2116759

Dated: \_\_\_\_\_

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

COUNTY  
COUNTY OF LASSEN

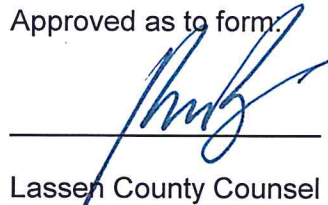
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Larry Millar, Director

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard Egan, CAO

Approved as to form:

  
\_\_\_\_\_  
Lassen County Counsel

Dated: 8.21-19



**ATTACHMENT A**  
**AGREEMENT BETWEEN LASSEN COUNTY**  
**AND**  
**ECORP CONSULTING, INC.**

**SCOPE OF SERVICES**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1 Provide professional consulting services for completing various environmental monitoring studies and reports which are needed in order to complete maintenance and/or construction work on various projects located throughout the County.

A.1.1.1 Skyline Road Extension Project: Provide revegetation assistance/annual revegetation monitoring for the Skyline Road Extension construction project per the "Revegetation Plan for the Skyline Road Extension Project" dated 1/11/2019 and in accordance with this Agreement and the CONTRACTOR's proposal attached herein as Attachment "E" and as detailed by the COUNTY.

A.1.1.2 Robinson Canyon Mitigation Project: Conduct hydrologic and vegetation monitoring of the Robinson Canyon Mitigation Site per the "Robinson Canyon Mitigation Monitoring Plan" dated March 2006 and in accordance with this Agreement and the CONTRACTOR's proposal attached herein as Attachment "F" and as detailed by the COUNTY.

A.1.1.3 Hackstaff Road Bridges Project: Prepare Storm Water Pollution Prevention Plan (SWPPP) and Permit Registration Documents for the Long Valley Creek Bridges 7C-12 and 7C-81 replacement project on Hackstaff Road in accordance with this Agreement and the CONTRACTOR's proposal attached herein as Attachment "G" and as detailed by the COUNTY.

**END OF ATTACHMENT "A"**



## **ATTACHMENT B**

### **AGREEMENT BETWEEN LASSEN COUNTY AND ECORP CONSULTING, INC.**

#### **PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

Compensation shall consist of individual payments based off individual approved invoices per the CONTRACTOR'S proposals (scope of work/cost estimate) for the three individual detailed projects.

CONTRACTOR shall be paid as is specified in the Contractor's Fee Schedule. CONTRACTOR shall submit an invoice clearly denoting the work completed along with the hours billed for the period.

Payment shall include all approved expenses for the individual projects including the hourly fee, mileage reimbursement, lodging, meals and other expenses including copying, photos, postage, data acquisition, etc.

Following submittal of an invoice and upon satisfaction and acceptance of work product by the COUNTY, payment will be made.

The total cost of this agreement shall not exceed \$83,150 for the term of this agreement, unless written authorization is issued by the COUNTY. Total compensation is based upon the following individual project cost estimates (Skyline Road Extension monitoring \$45,700, Robinson Canyon Mitigation monitoring \$31,700, and Hackstaff Road Bridges SWPPP \$5,750).

Funding may come from various project funding sources.

**END OF ATTACHMENT "B"**

## ATTACHMENT C

### AGREEMENT BETWEEN LASSEN COUNTY AND ECORP CONSULTING, INC.

#### ADDITIONAL PROVISIONS

##### NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

##### RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; Consultant, subconsultants, and Lassen County shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, Lassen County, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

##### END OF ATTACHMENT "C"



## ATTACHMENT D

### AGREEMENT BETWEEN LASSEN COUNTY AND ECORP CONSULTING, INC.

#### GENERAL PROVISIONS

**D.1. INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and



conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5 INSURANCE.**

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than Five Hundred Thousand Dollars (\$500,000) per incident and Five Hundred Thousand Dollars (\$500,000) annual aggregate, with deductible or self-insured portion not to exceed Ten Thousand Dollars (\$10,000).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR'S employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Larry Millar  
Director  
707 Nevada Street, Suite 4  
Susanville, Ca. 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

#### **D.6 INDEMNITY.**

COUNTY shall not be liable for, and Contractor shall defend and indemnify COUNTY and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured



retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ("Claims")), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any error, omission or negligence of contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

**D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.13 TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting,



printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed Eighty-Three Thousand One Hundred Fifty Dollars and No Cents (\$83,150.00). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such



discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.



**D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.34 CONFLICT OF INTEREST.**

**D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by



reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

**D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Larry Millar  
Director  
Lassen County Public Works  
707 Nevada Street, Suite 4  
Susanville, Ca. 96130

If to "CONTRACTOR":

Taraneh Emam, Project Manager  
ECORP Consulting, Inc.  
2525 Warren Drive  
Rocklin, CA 95677

**END OF ATTACHMENT D**

**ATTACHMENT E**

**AGREEMENT BETWEEN LASSEN COUNTY  
AND  
ECORP CONSULTING, INC.**

**CONTRACTOR'S PROPOSAL  
P18-508.08B**

**SKYLINE ROAD EXTENSION PROJECT**

**END OF ATTACHMENT E**



1 August 2019  
(P18-508.08B)

**Amendment Two**

Scope of Work and Cost Estimate<sup>1</sup> for  
Environmental Services  
Regarding  
***Skyline Road Extension Project***  
(Lassen County, California)  
For  
Lassen County Public Works

**Cost Estimate**

**Proposed New Task:**

**Task Two:      *Revegetation Assistance/Annual Revegetation Monitoring***

During initial revegetation efforts (Year 1), ECORP will provide technical assistance regarding the procurement and installation of willow stakes into areas where riparian vegetation will be restored (shown as "temporary impacts" on the *Impacts to Aquatic Features and Riparian Vegetation* figure dated 3/11/19). Technical assistance includes phone and email correspondence but does not include a site visit.

Each year in Spring/Summer beginning in Year 1 and for up to five years, the areas of the Project revegetated with willow stakes will be monitored according to the *Revegetation Plan for the Skyline Road Extension Project* dated 1/11/2019 (approved by CDFW). Monitoring will include assessing the survival rate of willow plantings, condition of the willow plantings, a qualitative assessment of any threats to the willow plantings, and site photographs. In the fifth (final) monitoring year, the acreage of willow canopy (and other native riparian species) will also be mapped. An annual report will be prepared and submitted to CDFW by January 31 following each spring/summer that the site is monitored. If performance standards are not met by the fifth monitoring year, additional monitoring may be needed. A change order will be prepared if additional monitoring is required.

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***TOTAL COST ESTIMATE FOR TASK TWO (FIVE MONITORING YEARS): \$45,700\****

*\*Cost includes 3% annual markup for Years 2-5 to account for inflation*

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**Expense Reimbursement/Other:**

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
  2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding per diem).
  3. Subcontractor expenses are reimbursed with a 12% administrative handling charge.
  4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
  5. Per Diem, depending upon location, may be charged where overnight stays are required.
  6. Expert Witness Testimony, including Depositions, is billed at time and a half.
  7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.
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<sup>1</sup>The cost estimate is based on time and materials and is valid for 90 days.



**ATTACHMENT F**

**AGREEMENT BETWEEN LASSEN COUNTY  
AND  
ECORP CONSULTING, INC.**

**CONTRACTOR'S PROPOSAL  
P18-508.09A**

**ROBINSON CANYON MITIGATION PROJECT**

**END OF ATTACHMENT F**



1 August 2019  
(P18-508.09A)

**Amendment One**

Scope of Work and Cost Estimate<sup>1</sup> for  
Environmental Services  
Regarding  
***Robinson Canyon Mitigation Project***  
(Lassen County, California)  
For  
Lassen County Public Works

**Cost Estimate**

**Proposed New Task:**

***Task Three: Mitigation Monitoring***

ECORP will conduct hydrologic and vegetation monitoring of the Robinson Canyon Mitigation Site according to the Robinson Canyon Mitigation Monitoring Plan (Plan; dated March 2006). In addition, ECORP will conduct a wetland delineation per requirements of the 401 Certification for the Skyline Road Extension Project. A Mitigation Monitoring Report will be prepared as described in the Plan.

***Hydrological Monitoring***

The data loggers installed during Task 2 will collect data on the number of days of soil saturation in the upper 12 inches of soil between April and October. At the end of the season, biologist will retrieve the dataloggers and process the data. One site visit in October to remove hydrologgers and download data is included in this task.

***Vegetation Monitoring***

Biologists will traverse the two transects across the width of each of four bermed sections, as described in the Plan. Along each meter of transect, vegetation data will be collected in 0.25 meter-square plots to determine percent cover of hydrophytic vegetation. Monitoring will be timed during the peak of the growing season, in June/July. Photos will be taken to document final site conditions, if possible, from the same photo points and directions as used during previous monitoring visits. Representative photos of percent cover estimates will also be collected during vegetation sampling.

***Wetland Delineation***

ECORP will conduct a wetland delineation of the Robinson Canyon Mitigation Site using three-parameter paired sample points and other methodologies in accordance with the U.S. Army Corps of Engineer guidance (Wetlands Delineation Manual (Environmental Laboratory 1987), Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region, Version 2.0 (U.S. Army Corps of Engineers 2008), and the U.S. Army Corps of Engineers Sacramento District's Minimum Standards for Acceptance of Aquatic Resource Delineation Reports (U.S. Army Corps of Engineers 2016). Wetlands will be mapped in the field using a global positioning system (GPS) unit capable of submeter accuracy (e.g., Trimble GeoXT) and/or georectified aerial photography. A delineation map of the findings will be prepared.

***Mitigation Monitoring Report***

A Mitigation Monitoring Final Report will be developed that synthesizes all vegetation, wetland delineation, and hydrologic data according to the requirements of Section VII of the Robinson Canyon Wetland Mitigation Monitoring Plan. The report will include data sheets, delineation map, maps of transects and photo point locations, site photos, quantitative monitoring data, a discussion of how the performance criteria was or was not

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<sup>1</sup>The cost estimate is based on time and materials and is valid for 90 days.



met, and recommendations for remedial activities for any portion of the plan not functioning. The final monitoring report will be provided to the client for one round of review, and a final will be submitted to the Lahontan Regional Water Quality Control Board by December 1<sup>st</sup>.

Assumptions:

- *Cost assumes two site visits total (June/July, and October).*
- *Cost assumes one round of review of the draft Mitigation Monitoring Report, and a final copy provided electronically to the Lahontan Regional Water Quality Control Board.*
- *If site does not meet success criteria established in the Robinson Canyon Mitigation Monitoring Plan, additional monitoring or remedial activities may be required. Additional monitoring/other actions requested by agencies after submittal of the Report are not included in this scope of work.*

**Task Three: \$31,700**

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**TOTAL COST ESTIMATE FOR TASK: \$31,700**

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Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
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  3. Subcontractor expenses are reimbursed with a 12% administrative handling charge.
  4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
  5. Per Diem, depending upon location, may be charged where overnight stays are required.
  6. Expert Witness Testimony, including Depositions, is billed at time and a half.
  7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.
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**ATTACHMENT G**

**AGREEMENT BETWEEN LASSEN COUNTY  
AND  
ECORP CONSULTING, INC.**

**CONTRACTOR'S PROPOSAL  
P18-508.06A**

**HACKSTAFF ROAD BRIDGES PROJECT**

**END OF ATTACHMENT G**





2 August 2019  
(P18-508.06A)

**REGULATORY ACCOUNT**  
**Amendment One**

Scope of Work and Cost Estimate<sup>1</sup> for  
Environmental Services  
Regarding  
***Lassen: Hackstaff Road Bridges Project***  
(Lassen County, California)  
For  
County of Lassen

**Cost Estimate**

**Proposed New Task:**

**Task Seven: *Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) with Risk Calculations***

Provide a site-specific Storm Water Pollution Prevention Plan (SWPPP) prepared by Qualified SWPPP Developer (QSD), for compliance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activities (CGP) Order No. 2009-0009-DWQ as amended by 2010-0014-DWQ. Conduct initial site assessment prior to SWPPP preparation. Incorporate site plans to prepare one overall Water Pollution Control Drawing and include supplemental text to meet SWPPP requirements. Cost of task assumes client will provide necessary information and adequate electronic improvement plans to complete the SWPPP document. ECORP assumes no responsibility for missing or inaccurate information. A draft SWPPP will be provided in electronic format for review and final hard copies will be prepared incorporating one round of comments.

Prepare Permit Registration Documents (PRDs) such as the NOI and project risk calculations using State Water Resource Control Board (SWRCB) online resources. Upload SWPPP, input site and project information provided by client/engineer/contractor in the (SWRCB) Storm Water Multiple Application and Report Tracking System (SMARTS) database. Owner's Legally Responsible Person (LRP) must certify PRDs in SMARTS, as well as submit initial annual fee and certification statement to the SWRCB for final processing.

**Cost Assumptions:**

- *One initial site assessment*
- *Client/Engineer to provide site information and electronic CADD format improvement plans to complete the SWPPP document.*
- *Two (2) SWPPP Binders*
- *RWQCB liaison during SWPPP development*

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***TOTAL COST ESTIMATE FOR REGULATORY ACCOUNT, AMENDMENT ONE: \$5,750***

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**Expense Reimbursement/Other:**

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
  2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding per diem).
  3. Subcontractor expenses are reimbursed with a 12% administrative handling charge.
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  6. Expert Witness Testimony, including Depositions, is billed at time and a half.
  7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.
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<sup>1</sup> Estimate based on time and material and is valid for 90 days.