

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SWAIM BIOLOGICAL INCORPORATED.**

THIS AGREEMENT, entered into this _____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SWAIM BIOLOGICAL INCORPORATED., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing construction mitigation services in connection with the Crystal Springs Dam Bridge Replacement Project, hereinafter referred to as the "Project" and;

WHEREAS, Contractor is a competent certified biologist and with employees duly qualified to perform such mitigation services in connection with said Project, and the parties hereto desire to enter into an Agreement for said engineering services.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit "A"—Scope of Services
Exhibit "B"—Payments and Rates
Exhibit "C"—Detailed Project Labor and Expenses
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A."

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Two hundred thirty-three thousand and 00/100 Dollars (\$233,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2009 through June 30, 2013.

This Agreement may be terminated by the San Mateo County Director of Public Works, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a) Comprehensive General Liability	\$1,000,000
(b) Motor Vehicle Liability Insurance	\$1,000,000
(c) Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment “H,” and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. E The Contractor shall comply fully with the non-discrimination requirements required by . 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in this body of the agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this agreement, the provisions of this body of the agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United State mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:

James C. Porter, Director of Public Works
County of San Mateo
555 County Center, 5th Floor
Redwood City, CA 94063-1665

In the case of Contractor, to:

Karen Swaim, President/ Herpetologist
Swaim Biological Incorporated,
4435 First Street PMB#312
Livermore, CA 94551

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Mark Church, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Karen Swaim, President/ Herpetologist

Contractor's Signature

Date: _____

Long Form Agreement/Business Associate v 8/19/08

Exhibit "A"

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services: Please see attached.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule: Please see attached.

Exhibit "C"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule: Please see attached.

EXHIBIT “A”

SCOPE OF SERVICES

Swaim Biological Inc., hereinafter known as SBI, will provide biological survey and monitoring support services for the demolition of the Crystal Springs Bridge in San Mateo County, California.

DESCRIPTION OF WORK

The work to be done consists, in general, of providing mitigation services per the Amendment to the 1999 Biological Opinion, which was issued by US Fish and Wildlife Service. In addition, SBI shall provide environmental services for the project needed prior to and during the bridge demolition and include worker training, preconstruction survey, onsite biological monitoring, and for the implementation of the California red-legged frog (CRLF) Mitigation and Monitoring Plan (MMP). Below is SBI's proposed scope of work.

A) Bridge Demolition Work

Task Demo 1. Survey for and Relocate ½ of the CRLF egg masses from the dam pool.

SBI will visit the pool on top of the CS dam twice a week starting in December 2009. Per the Biological Opinion ½ of the CRLF egg masses will be relocated from the pool to a suitable aquatic habitat in the SFWD Crystal Springs Reservoir watershed.

Task Demo 2. Environmental Awareness Program

SBI will prepare an environmental education program for all environmental issues related to compliance for the project (i.e. not just SFGS and CRLF). This will be presented to all personnel working on the site prior to construction and to new personnel as they come on the project. All personnel will be required to sign that they have attended the program and agree to abide by the measures.

Task Demo 3. Design and Oversee Exclusion Fence Install

Prior to Construction, SBI will provide a biological monitor to direct exclusion fence installation, protective platforms for the pool on the dam and monitor clearing and grubbing at the start of construction. The monitor will ensure that work is confined to the smallest area possible to safely complete the project and that the limits of the work area are clearly marked. The biological monitor will be on-site for the duration of the six-month demolition phase.

Task Demo 4. Construction Compliance Reporting

The on-site biological monitor will maintain a daily log that indicates results of exclusion fence inspections, condition of remaining CRLF in the pool, if any, condition of protective platforms, and other categories of environmental compliance per all project environmental permits.

Task Demo 5. Management and Reporting

We propose to have a Project Manager senior biologist oversee and manage the on-site biologists for the duration of demolition. They will be responsible for scheduling, ensuring complete logs are submitted daily and handle details of any non-compliance issues (40 hours budgeted). The Project Manager will occasionally serve as the on-site biologist to make sure they are familiar with all of the project details and have adequate communication with SMC inspectors and contractors. On-site biological monitors are allocated 40 hours of reporting and coordination and the Principal-in Charge is allocated 32 total hours for management, agency coordination, and two meeting (4 hours each) for compliance issues that may arise or to evaluate project changes that may occur based on field conditions.

B) Implementation of California Red-legged Frog (CRLF) Mitigation

The CRLF mitigation plan will consist of implementation of the CRLF MMP prepared by Swaim Biological and approved by the USFWS and CDFG. The MMP is summarized below.

Mit Task # 1: Baseline CRLF surveys

These surveys will take place in the winter of 2009-2010 with twice-weekly visits to the Tracy Lake, North Marsh mitigation area. Biologist(s) will record location, number and stages of CRLF egg masses in this area for comparison to post predator control efforts. This will be used as a partial guideline for measuring the effectiveness of the predator control.

Mit Task # 2 and 4: Non-Native predator control.

This task will consist of removal of non-native turtles bullfrogs and their egg masses and tadpoles from the mitigation area. It will occur in the active season of non-native predators (April-October, 2010 and 2011).

Mit Task 3 and 5: follow up CRLF surveys in winter 2010-2011 and 2011-2012 which will repeat the baseline effort (Mit task # 1).

Mit Task 6: Reporting and Data Management

Annual reports summarizing baseline CRLF survey results and non-native predator management efforts will be submitted to the County in 2009, 2010, 2011, and 2012 for review and approval. After approval the reports will be submitted to the resource agencies in compliance with the project permits and the Swaim Biological Recovery Permit.

AREA OF WORK

The construction mitigation of any work associated with this project will occur within SFPUC Crystal Springs Watershed, in and around Tracy Lake, and the North Marsh area of Lower Crystal Springs Reservoir. In addition, mitigation work will occur at the pond on top of Crystal Springs Dam adjacent to the south abutment of the bridge.

COMPENSATION

Payment to the Contractor totaling \$211,360, with a not to exceed amount of \$233,000 shall be made progressively, as shown in Exhibit B of this Agreement, by the County for the construction mitigation work furnished under this Agreement. If portions of the work are delayed until the next construction season, it will be necessary to adjust the price of the delayed work to reflect any inflationary impacts and extended overhead cost. Adjustment shall be based on the year percent change in the Consumer Price Index (CPI-U) for the San Francisco, Oakland, and San Jose, California Region from January to December.

CONDITIONS

Progress Schedule. A progress schedule will be provided by SBI at the pre-construction meeting. An updated progress schedule will be provided at each meeting.

EXHIBIT “B” PAYMENT AND RATES

Monthly Progress Payments shall be prorated based on the amount of work completed by the 25th of each month for the duration of the Contract. The County and Contractor shall agree to said amount of work at the end of each progress payment cycle.

Progress Payments shall be made based on the following task breakdown:

Bridge Demo

Demo 1	Egg mass relocation Dam (40 visits)	\$9,100
Demo 2	Prepare environmental awareness program	\$760
Demo 3	Oversee/ design exclusion fence installation	\$2,180
Demo 4	On-site monitoring (6-month period) – Biologist	\$37,500
	On-site monitoring (6-month period) – SR. Biologist	\$51,700
Demo 5	Project management/agency, client, contractor coordination/ reporting	\$9,080
Demo 6	Management	\$3,000
Expenses	Travel/ Bridge tolls	\$7,000

CRLF Mitigation

Mit 1	Baseline CRFL surveys twice-weekly site visits	\$7,800
Mit 2	Year 1 non-native predator control interim CRLF surveys 2010-2011	\$27,000
Mit 3	Repeat Baseline, Year 2 non-native predator control	\$7,800
Mit 4	Repeat year 1 tasks	\$27,000
Mit 5	Final CRLF surveys	\$7,800
Mit 6	Reporting and Project Management	\$9,000
Expenses	Travel/ Bridge tolls	\$4,640

TOTAL	\$211,360
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PAYMENT BY COUNTY OF SAN MATEO

The Contractor shall establish a detailed budget for the services contained herein pursuant to the category breakdown defined in subsections below, and as referenced to the Federal Acquisitions Regulations Contract Cost Principles and Procedures (CFR 48, Federal Acquisitions Regulations System, Ch. 1, Part 31).

In consideration of the furnishing of the construction mitigation services by Contractor, as herein provided, County agrees to pay Contractor for services described in this agreement and Exhibit B as Construction Mitigation Services.

The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

NOT TO EXCEED

The Not to Exceed amount for this agreement, shall be Two hundred thirty-three thousand and 00/100 Dollars (\$233,000) unless said amount is authorized to be increased by resolution of the County Board of Supervisors.

It is expressly understood that the amounts so indicated above are considered to be the maximum payment (Not to Exceed) to be paid to the Contractor for various Tasks identified.

PAYMENT FOR CONSTRUCTION MITIGATION SERVICES

For the performance of Basic Services, Contractor shall be paid in accordance with the following schedule:

County agrees to pay Contractor for Construction Mitigation services described in Exhibit A and B of this Agreement with Not-to-Exceed amounts of \$233,000 for the services described herein. The billing rate ranges for services provided under this Agreement shall be as set forth on the table below, under Billing Rate Ranges.

Payments for services performed are due and payable monthly upon the completion of the construction mitigation services as determined, accepted and approved by the Director of Public Works and upon submission of a written statement therefore by Contractor to County together with supporting documentation such as personnel time records and copies of outside service invoices.

Transportation - An amount equal to the current authorized County reimbursement rates (\$0.55 as of January 2009) per mile, for each mile driven for the performance of construction mitigation services. The distance utilized for determination of mileage shall be from the Contractor's place of business to the location of the site of the meeting/ investigation and return to Contractor's place of business.

METHOD OF PAYMENT

Payment shall be made by County only for services rendered, acceptance of deliverables, and upon submission in duplicate of monthly progress payment requests. Invoice format shall be determined by the County, and monthly payment will be based on work approved by the County. The Contractor shall provide financial summary of all activities performed during the period for which the payment is being requested and shall clearly indicate original budget, amount of billing, and balance available for each activity (Task). Contractor shall also provide with each monthly progress payment request, statements regarding total work, in percent, completed per phase and an updated time schedule detailing progress and completion of task items.

Payment for Tasks shall be made by County in the following manner: Contractor shall furnish a written statement together with other data or evidence showing monthly services as may reasonably be required by Director of Public Works, or his duly appointed representative. County shall, after determination of progress commensurate with amount due Contractor, pay Contractor the amount found to be due in the manner provided by law for the allowances of claims against the County within thirty (30) working days upon submission of approved invoice.

It is expressly understood that the amounts so indicated above, are considered to be the maximum payment (Not To Exceed) to be paid to the Contractor for the various Tasks identified. If there is an underrun of effort and cost associated with any completed Task, such underruns shall be available to cover possible overruns of effort and cost in another task. Reallocation of Task Not to Exceed Amounts will not be made from uncompleted Tasks. The Contractor shall not receive payment for a subsequent Task until completion of the previous Task to the satisfaction of the County, unless prior written approval has been obtained from the County.

PAYMENT UPON SUSPENSION OR ABANDONMENT OF PROJECT. TERMINATION OF AGREEMENT

If progress is suspended for more than ninety (90) calendar days, or abandoned in all or in part, Contractor shall be paid for its services performed prior to receipt of thirty (30) days written notice from County of such suspension or abandonment. In the event that the County abandons part of the project the County may specifically authorize additional work necessary to properly close out the project.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

If this agreement is suspended or terminated due to fault of Contractor, County shall be obligated to compensate Contractor only for that portion of Contractor's services that were satisfactorily performed to the satisfaction of the County.

PERFORMANCE OF SERVICES IF CONTRACTOR IS NOT DILIGENT IN PERFORMING WORK

In the event Contractor is not diligent in pursuing the designated services as specified, the County may, seven (7) days after written notice to Contractor, perform any such required engineering services or retain a different Contractor to do the same, and the cost

associated with having said work completed by a means other than the Contractor will be retained from any sums not yet paid to the Contractor.

CONTRACTOR SCHEDULE AND FEES

Compensation for services provided by Contractor in Exhibit “A” shall be on the basis of labor and expenses as described below.

Labor costs shall be the total number of hours worked on the Project by each employee multiplied by a Salary Cost Factor of 2.853 to cover Direct Salary Costs, General Overhead, and profit. The Salary Cost Factor will not change for the life of this Project.

Direct Salaries are the actual hourly rates paid Contractor’s employees for work directly performed on the Project, exclusive of payroll-related taxes, payments, premiums and benefits. Escalation on salaries may be applied annually at an aggregate rate not to exceed 6% per year. If any individual’s rate increases by more than this percentage, Contractor shall notify County and request a waiver of this provision.

General Overhead Costs are a percentage of Direct Salaries paid Contractor’s employees on all client’s projects, necessary to cover those indirect general and administrative costs incurred by the Contractor during the period of performance of services.

Expenses shall be subcontractor costs and costs incurred on or directly for the Project, other than Labor costs, which are reasonably necessary for the Contractor’s performance under this Agreement. Such expenses shall be computed on the basis of current rates for items provided by the Contractor and shall include, but not be limited to: premiums for special insurance required as a result of this Agreement, communications (telephone, facsimile, regular and express mail, messenger services), mileage, reproduction, field and laboratory tests and analyses, and special equipment and tools used on the Project and not considered “tools of the trade”.

BILLING RATE RANGES

Billing rate ranges used to establish the cost of the Not to Exceed limits for the scope of work are as follows:

Personnel	Rates
Principal	\$110.00 - \$175.00
Project Manager/Senior Project Manager	\$70.00 - \$110.00
Senior Wildlife Biologist	\$70.00 - \$95.00
Wildlife Analyst/Research Assistant	\$50.00 - \$70.00
Technicians	\$30.00 - \$45.00
Graphics/GIS	\$85.00 - \$110.00