



COUNTY OF PLACER
Community Development/Resource Agency

PLANNING
SERVICES DIVISION

Michael J. Johnson, AICP
Agency Director

Paul Thompson, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP
Agency Director

DATE: November 20, 2012

SUBJECT: **THIRD CONTRACT AMENDMENT WITH TRA ENVIRONMENTAL SERVICES, INC.**

ACTION REQUESTED

Approve a third contract amendment with TRA Environmental Sciences, Inc. for ongoing preparation of the Placer County Conservation Plan in the amount of \$40,000 budgeted net County cost (for a total aggregate amount of \$774,000) and authorize the County Executive to sign the amended contract.

BACKGROUND

The Planning Services Division is continuing with the preparation of the Placer County Conservation Plan (PCCP) and continues discussion with the Wildlife Agencies. The Division is preparing a revised conservation strategy for the PCCP after receiving numerous comments from the Wildlife Agencies following their review of the 2011 Agency Review Draft Conservation Plan. In order to complete this work an amendment is necessary to analyze new data that has been received and to bring in the services of subconsultants familiar with the hardwoods of the west slope of the Sierra Nevada.

TRA Environmental Sciences, Inc. Scope of Work

TRA Environmental Sciences, Inc. is under contract with the Planning Services Division to prepare the PCCP conservation strategy, the species impact analysis, and the PCCP document. A contract amendment of \$40,000 is necessary to fund two new tasks as a part of the preparation of the revised conservation strategy for the PCCP. Work associated with this amendment includes the following:

Task 1. Foothill PCCP Conservation Objectives.

Subconsultant Richard Harris, Ph.D. will update management and restoration objectives for Foothill natural communities. Work product will be a list of management actions which can be applied to woodland and grassland and the preliminary identification of how extensive and where those natural communities are in the Foothill Reserve Acquisition Area (RAA).
Cost \$15,000.

Task 2. Supplemental Landcover Analysis.

TRA will update the landcover base map to reflect changes in classification stemming from the current take analysis, direction from the US Fish and Wildlife Service, new data from the California Department of Fish and Game, and Placer County Geographic Information System (GIS) Light Detection and Ranging (LiDAR) analysis.
Cost \$25,000.

The primary purpose for this amendment is to conduct an analysis of data (known as LiDAR or Light Detection and Ranging) that was acquired from the California Department of Water Resources that will help the County to precisely map microtopographic features on the valley floor for the purposes of determining the location of vernal wetlands and their associated watershed, for establishing a baseline condition, and for change detection over time. The second purpose is to determine the scope of restoration, enhancement, and fuel load modification activities in the foothills for the second administrative draft conservation strategy, and to determine costs in the finance plan that will be prepared in the spring of 2013.

A complete description of the scope of work associated with the proposed contract amendment is provided in Attachment 1.

FISCAL IMPACT:

The proposed amendment will be funded through the Planning Services Division's 2555 Fund-Consultant Contract Services approved in the FY 2012-13 budget. It is anticipated that one or more additional contract amendments will be required before the end of the fiscal year for PCCP-related consultant contract activities. Sufficient funds remain in the Division's budget to cover these anticipated costs.

Attached to this report for the Board's information/consideration are:

Attachment 1: Third amendment to contract with TRA Environmental Sciences, Inc.

cc: Michael Johnson, CD/RA
Thomas Reid, TRA Environmental Sciences, Inc.

**THIRD AMENDMENT TO PLANNING SERVICES AGREEMENT
PROFESSIONAL CONSULTANT SERVICES – TRA ENVIRONMENTAL SCIENCES, INC**

THIS THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2012, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and TRA ENVIRONMENTAL SCIENCES, INC., hereinafter referred to as CONSULTANT.

WHEREAS, on April 6, 2010, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1 of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Exhibit "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services shall not exceed \$40,000.00 as set out in Exhibit "A".

The CONSULTANT agrees to comply with the additional requirements as set forth by Department of Fish and Game in Exhibit "B" attached hereto and incorporated herein by reference.

2. The COUNTY agrees to pay to CONSULTANT \$774,000.00 as the sole compensation under the Contract and as amended by the First, Second, and this Third Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____
David Boesch, County Executive Officer

Date: _____

CONSULTANT:

By: _____
Paula Hartman, Esq. President
TRA Environmental Sciences, Inc.

Date: _____

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael J. Johnson, AICP
Agency Director

Date: _____

EXHIBIT A

PCCP Contract Amendment 20121019
TRA Environmental Sciences, Inc.

Task 1. Foothill PCCP Conservation Objectives. Consultant Richard Harris, Ph.D. will update management and restoration objectives for Foothill natural communities. Work product will be a list of management actions which can be applied to woodland and grassland and the preliminary identification of how extensive and where those natural communities are in the Foothill RAA. Cost \$15,000.

Task 2. Supplemental Landcover Analysis. TRA will update the landcover base map to reflect changes in classification stemming from the current take analysis, direction from the US Fish and Wildlife Service, new data from the California Department of Fish and Game, and Placer County CDRA GIS lidar analysis. Cost \$25,000.

EXHIBIT B

1. **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists;
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
 - e. Using the services and assistance of the Small Business Administration, the Minority business Development Agency of the U.S. Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
 - f. If the Contractor awards subcontracts, requiring the subcontractor to take the affirmative steps in paragraphs A through E of this section.
2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.
3. **PRIVITY:** This Agreement is funded in whole or in part by a grant from the Federal Government. Neither the United States nor any of its departments, agencies, or employees are, or will be, a part to this Agreement or any lower tier subcontract or to any solicitation or request for proposal.
4. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Contractor understands that the State is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in Title 48 Code of Federal Regulations (CFR) Part 31 and any conditions in the grant Agreement and any amendments thereto. In order to ensure that the State can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with: 1) all applicable provisions of Title 48 CFR Part 31; and 2) all general and special conditions contained in the Agreement.
5. **COPYRIGHTS:** The Grantee agrees to and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.
6. **STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM:** The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

7. **APPLICABLE COST PRINCIPLES:** The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB):
- a. OMB Circular 21 – Education Institutions; or
 - b. OMB Circular A-87 – State, Local or Indian Tribe Governments; or
 - c. OMB Circular A-122 – Cost Principles for Non-Profit Organizations; or
 - d. OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
 - e. Title 48 CFR Part 31 – For-Profit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

8. **Contingent Funding:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to the State by the US Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds.

The DFG has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

9. **ENVIRONMENTAL QUALITY:** The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Grantee shall comply with mandatory standards and policies related to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

10. **RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to the State. This requirement does not apply to reports which are prepared on form supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
11. **SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to and shall comply with the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.
12. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the

Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the DFG on the basis of race, color, national origin, age, sex (in education activities) or disability.

13. **USE OF SUBCONTRACTOR(S):** If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:
- a. The Grantee shall submit any subcontracts to the State for approval prior to starting any of the work;
 - b. The Agreement between the primary Grantee and the subcontractor must be in writing;
 - c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
 - d. Upon termination of any subcontract, the State shall be notified immediately in writing, by the primary Grantee.

Further, any subcontract entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

14. **COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT 2006 (FFATA):** As a recipient of a federal contract, grant or other federal funds, the State is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about the State's contractors, grantees and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide the State with data required under the FFATA unless exempted under that act. Grantee shall complete a Grantee's FFATA Certification form (State form) and submit it as instructed, on or before execution of the agreement. If not exempt the Grantee shall create a registration, or update its data if already registered, on the federal Contractors Central Registry (CCR) at www.ccr.gov. A DUNS number is required for the CCR registration and must be included on the FFATA Certification form. Grantee agrees to update its CCR registration and notify the State if there is a material change to its CCR data or its exemption status changes..

