



CONTRACT SERVICES AGREEMENT  
(Rincon Consultants, Inc., for Environmental Support Services )

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2015 (hereinafter, the "Effective Date"), by and between the MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT") and Rincon Consultants Inc., a **CORPORATION** (hereinafter, "CONTRACTOR"). For the purposes of this Agreement DISTRICT and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to DISTRICT or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, DISTRICT and CONTRACTOR agree as follows:

I. ENGAGEMENT TERMS

- 1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Work**"). CONTRACTOR further agrees to furnish to DISTRICT all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." CONTRACTOR shall not commence with the performance of the Work until such time as DISTRICT issues a written Notice to Proceed.
- 1.2 TERM: This Agreement shall have a term of 9 months commencing from 2/25/2015. Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of 3 months, unless DISTRICT issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise restrict the DISTRICT's ability to terminate this Agreement at any time for convenience or for cause.
- 1.3 COMPENSATION:
  - A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services in accordance with the compensation schedule which is **upon successful completion of services and upon submittal of a valid and complete invoice with net 30 day terms** (hereinafter, the "Approved Rate Schedule").
  - B. Section 1.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum **not to exceed eleven thousand twenty dollars and 00/100 (\$11,020.00)** (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the DISTRICT acting in consultation with the Superintendent and the Director of **Facilities**. In the event CONTRACTOR's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, DISTRICT may suspend CONTRACTOR's performance pending DISTRICT approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other DISTRICT-approved amendment to the compensation terms of this Agreement.
- 1.4 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum shall be paid to CONTRACTOR monthly increments as the Work is completed. Following the conclusion of each calendar month, CONTRACTOR shall submit to DISTRICT an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours works by CONTRACTOR's personnel, the invoice shall indicate the number of hours worked in the recently

concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each tasks and service performed and a grand total for all services performed. Within THIRTY (30) calendar days of receipt of each invoice, DISTRICT shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within FORTY-FIVE (45) calendar day of receipt of each invoice, DISTRICT shall pay all undisputed amounts included on the invoice. DISTRICT shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

- 1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. DISTRICT shall have the right to access and examine such records, without charge, during normal business hours. DISTRICT shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, CONTRACTOR shall deliver to DISTRICT immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which DISTRICT may incur as a result of CONTRACTOR's cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

- 2.1 DISTRICT'S REPRESENTATIVES: The DISTRICT hereby designates the Superintendent and the Director of Facilities (hereinafter, the "DISTRICT Representatives") to act as its representatives for the performance of this Agreement. The Superintendent shall be the chief DISTRICT Representative. The DISTRICT Representatives or their designee shall act on behalf of the DISTRICT for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the DISTRICT Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE: CONTRACTOR hereby designates **Matt Maddox, Senior Program Manager**, to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with DISTRICT staff in the performance of the Work and this Agreement and shall be available to DISTRICT staff and the DISTRICT Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by DISTRICT Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:
- A. CONTRACTOR shall perform all Work skillfully, competently and to the care ordinarily provided by standards of CONTRACTOR's profession;
  - B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the DISTRICT;
  - C. CONTRACTOR shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to DISTRICT for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR's own cost and expense and without any reimbursement from DISTRICT, any services necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the DISTRICT Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that DISTRICT's acceptance of any work performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that DISTRICT has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to standards of care ordinarily practiced in the CONTRACTOR's profession.

- 2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to DISTRICT's willingness to enter into this Agreement. Accordingly, DISTRICT has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR's duties or obligations under this Agreement without the prior written consent of the DISTRICT. In the absence of DISTRICT's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR's strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. DISTRICT retains CONTRACTOR on an independent contractor basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of DISTRICT's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of DISTRICT and shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, social security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the DISTRICT Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Work in a manner acceptable to the DISTRICT, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by CONTRACTOR and shall not be re-assigned to perform any of the Work.

- 2.8 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.10. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of DISTRICT. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind DISTRICT in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, DISTRICT, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by DISTRICT in writing.

#### 2.11

##### WARRANTY

- A. CONTRACTOR warrants all Work performed and goods provided under this Agreement shall: (i) meet all conditions of the Agreement; (ii) shall be free from all defects in design, materials and workmanship; and (iii) shall be fit for the purposes intended. If any defects occur within twelve (12) months following acceptance, CONTRACTOR shall be solely responsible for the correction of those defects. The warranty set forth under this Section 2.14(A) shall be in addition to any warranties for equipment and fixtures that may be installed by CONTRACTOR in the performance of this Agreement as provided under Section 2.14(B) and 2.14(C), below.

#### 2.12

SAFETY: CONTRACTOR shall comply with all workplace safety measures as may be required by applicable federal, State or local laws so as to safeguard against injury to persons or damage to property. In performing the Work, CONTRACTOR shall at all times be in compliance with all applicable federal, State and local rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any work is to be performed, including but not limited to:

- A. Adequate life protection and life saving equipment and emergency procedures;
- B. Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and
- C. Adequate facilities for the proper inspection and maintenance of all safety measures.

### III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:

- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONTRACTOR and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. DISTRICT may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the DISTRICT Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by DISTRICT or DISTRICT's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR or CONTRACTOR's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against DISTRICT.
- 3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that DISTRICT's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding DISTRICT's financial well-being and, indirectly, the collective well-being of the residents of the DISTRICT. Accordingly, CONTRACTOR warrants, represents and agrees that it shall furnish DISTRICT with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to DISTRICT in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the DISTRICT if requested.** All certificates of insurance and endorsements shall be received and approved by DISTRICT as a condition precedent to CONTRACTOR's commencement of any work or any of the Work. Upon DISTRICT's written request, CONTRACTOR shall also provide DISTRICT with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "DISTRICT Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss,

injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the contractor's negligence related to the scope of work of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the DISTRICT Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that DISTRICT would not enter into this Agreement in the absence of CONTRACTOR's commitment to indemnify, defend and protect DISTRICT as set forth herein.

- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 DISTRICT shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due DISTRICT from CONTRACTOR as a result of CONTRACTOR's failure to pay DISTRICT promptly any indemnification arising under this Article and related to CONTRACTOR's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend DISTRICT and DISTRICT's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR's subcontractors or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of DISTRICT's choice.
- 4.6 DISTRICT does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by DISTRICT, or the deposit with DISTRICT, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the DISTRICT may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: DISTRICT may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar days prior written notice of DISTRICT's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, DISTRICT may require CONTRACTOR to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of DISTRICT's written request. No actual or asserted breach of this Agreement on the part of DISTRICT pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict DISTRICT's ability to terminate this Agreement for convenience as provided under this Section.

## 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute the such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
- i. Within three (3) business days of DISTRICT's issuance of a Default Notice for any failure of CONTRACTOR to timely provide DISTRICT or DISTRICT's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to DISTRICT or DISTRICT's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - ii. Within fourteen (14) calendar days of DISTRICT's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, DISTRICT shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. .

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR's refusal or failure to perform any of the services or tasks called for under the Scope of Work; (ii) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) DISTRICT's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. DISTRICT shall cure any Event of Default asserted by CONTRACTOR within FORTY-FIVE (45) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, DISTRICT may submit a written request for additional time to cure the Event of Default upon a showing that DISTRICT has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with DISTRICT's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by DISTRICT within five (5) calendar days from the date of CONTRACTOR's Default Notice to DISTRICT.
- D. DISTRICT, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of



DISTRICT's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). DISTRICT may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of DISTRICT up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of DISTRICT shall operate to prohibit or otherwise restrict DISTRICT's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to DISTRICT at law or under this Agreement in the event of any breach of this Agreement, DISTRICT, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to CONTRACTOR, the DISTRICT may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONTRACTOR, the DISTRICT may extend the time of performance;
  - iii. The DISTRICT may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
  - iv. The DISTRICT may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that DISTRICT incurs upon a breach of this Agreement or in the DISTRICT's exercise of its remedies under this Agreement.

- G. In the event DISTRICT is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of DISTRICT without restriction or limitation upon their use or dissemination by DISTRICT. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to DISTRICT, a perpetual license for DISTRICT to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents



and Data. CONTRACTOR shall require all subcontractors and subconsultants working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that DISTRICT shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.

- 6.2 **CONFIDENTIALITY:** All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement that are publicly available are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by DISTRICT. DISTRICT shall grant such consent if disclosure is legally required. Upon request, all DISTRICT data shall be returned to DISTRICT upon the termination or expiration of this Agreement. CONTRACTOR shall not use DISTRICT's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of DISTRICT.
- 6.3 **FINGERPRINTING.** CONTRACTOR shall comply with all applicable provisions of Education Code Section 45125.1. CONTRACTOR will conduct criminal background checks of all employees, agents and/or representatives assigned performing any services and tasks on DISTRICT property on CONTRACTOR's behalf. CONTRACTOR will certify in writing that no such employees, agents and representatives who have been convicted of a violent or serious felony as described in the Notice Re: Criminal Records will have contact with DISTRICT's pupils. CONTRACTOR will provide DISTRICT with a list of all employees providing services pursuant to this Agreement. To the extent permitted under Education Code Section 45125.1, the DISTRICT Representatives may waive any fingerprinting requirements where it is determined that the CONTRACTOR, its employees and agents will have limited or no contact with pupils in the performance of any services and tasks called for under this Agreement. The waiver of the requirements of Education Code Section 45125.1 must be made in writing signed by one or both of the DISTRICT Representatives.
- 6.4 **DRUG FREE WORKPLACE CERTIFICATION.** CONTRACTOR shall apprise its officials and employees of the Drug-Free Workplace Act of 1990 (Govt. Code Section 8350 et seq.) (hereinafter, the "Act") which requires that every person or organization awarded a contract or grant for the procurement of property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. CONTRACTOR shall comply with the requirements publication and notification requirements of Government Code Section 8355 as to all employees performing services and tasks under this Agreement on DISTRICT property or from DISTRICT facilities.
- 6.5 **FALSE CLAIMS ACT.** CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.6 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONTRACTOR:**

Rincon Consultants, Inc.  
2220 J Street, Suite 7, Sacramento, CA 95816  
Attn: Colby Boggs, Principal/Senior Ecologist  
Attn: Matt Maddox, Senior Program Manager  
Phone: (916) 706-1374  
Email: mmaddox@rinconconsultants.com

**DISTRICT:**

Marysville Joint Unified School District  
1919 B Street  
Marysville, CA 95901  
Attn: Cynthia Jensen  
Phone: (530) 749-6151  
email: cjensen@mjudsd.com

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepared and addressed to the Party at its applicable address.

- 6.7 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.8 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of DISTRICT. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONTRACTORS: DISTRICT reserves the right to employ other contractors in connection with the various projects worked upon by CONTRACTOR.
- 6.10 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of DISTRICT, during the term of his or her service with DISTRICT, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.11
- 6.12 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Yuba County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Northern District of California located in the **County** of Yuba, California.
- 6.13 ATTORNEY'S FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.
- 6.14 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.15 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.16 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.17 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.18 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to DISTRICT approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.19 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.20 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.21 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between DISTRICT and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.22 COUNTERPARTS: This Agreement shall be executed in TWO (2) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.15, above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

MARYSVILLE JOINT UNIFIED SCHOOL  
DISTRICT:

By: \_\_\_\_\_  
Ryan DiGiulio, Assistant Superintendent of  
Business Services

Rincon Consultants, Inc.:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### EXHIBIT A

#### PROPOSAL/SCOPE PROVISIONS:



**Rincon Consultants, Inc.**

2220 J Street, Suite 7

Sacramento, California 95816

916 706 1374

[info@rinconconsultants.com](mailto:info@rinconconsultants.com)

[www.rinconconsultants.com](http://www.rinconconsultants.com)

February 17, 2015  
Rincon Project No. 15-01298

Cynthia Jensen  
Director of Facilities and Energy Management  
Marysville Joint Unified School District,  
1919 B Street  
Marysville, CA 95901  
*Via Email: [cjensen@mjUSD.com](mailto:cjensen@mjUSD.com)*

**Subject: Proposal to Provide Environmental Support Services for the Foothill Intermediate School Septic System Upgrade Project, Yuba County, California**

Dear Ms. Jensen,

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to provide environmental support services to the Marysville Joint Unified School District (MJUSD) for the Foothill Intermediate School Sewer Upgrade Project located at 5351 Fruitland Road, Loma Rica, California. We understand that this project may involve work in close proximity to an existing drainage or creek onsite. Therefore, we have developed an approach to assist with the environmental review and permit acquisition to achieve environmental compliance for the subject project. The approach assumes that the upgraded septic system would utilize horizontal directional drilling or borings underneath the drainage/creek but would not alter the streambed or any vegetation or habitat within the streambed. Our proposed scope of work for this approach is detailed below.

#### **SCOPE OF WORK**

##### **Task 1.1 - Environmental Evaluation and Consultation with Regulatory Agencies**

Rincon's Project Manager will conduct a site visit, a desk audit review of the project, and consult with MJUSD, County staff, and resource agency staff (including but not limited to the California Department of Fish and Wildlife) to evaluate the project site and its environmental constraints and permit requirements in the context of the preliminary design and construction methods for the project. Based on our review and consultation with regulatory agencies we will deliver a technical memorandum to MJUSD outlining the environmental constraints and permit requirements for use in designing the project and developing a refined approach to and timeline for tasks to complete the environmental review and permit acquisition processes. If it is determined that no additional assessment or



permits are necessary related to the drainage/creek onsite, Rincon will proceed to Task 1.4 (CEQA Review) as tasks 1.2 and 1.3 would not be required.

### **Task 1.2 – Biological Resources Assessment**

Rincon would start the assessment with a review of literature and databases on regional biological resources, and the development of a target list of special status species and vegetation communities that could occur on or in the vicinity of the project. A reconnaissance-level biological survey will be conducted to evaluate the site's existing conditions, and the site's potential to support special status species and vegetation communities including riparian habitat. We have conducted multiple biological studies throughout the Yuba County region and are very knowledgeable of the common and special status biological resources known to occur in the area. Following our field survey, we will prepare a report of findings which will include a map identifying the vegetation communities or habitat types observed on-site. The report will specifically include:

- *methodology of the assessment;*
- *summary of the available existing information and data used in the assessment (e.g., review of the California Natural Diversity Data Base, data contained in reports and environmental documents for projects in the vicinity);*
- *results of the reconnaissance-level survey, including a vegetation map; and*
- *recommendations to avoid, minimize, and/or mitigate, as applicable, potential impacts to special status biological resources following current standards to facilitate the use of this information in the environmental review and permit acquisition processes.*

Our BRA report will also identify if any further studies may be required. If further biological studies are deemed necessary, we will relay this to you immediately as many protocol-level surveys are time-sensitive. Our cost for this task assumes the draft report will be submitted electronically (in Portable Document File [PDF] format) for MJUSD staff review. Response to comments with up to two hours of staff time is included. The final draft will be sent to MJUSD via electronic copy (in PDF format).

### **Task 1.3 – Permitting Assistance**

If deemed to be necessary based on our consultation with regulatory agencies in Task 1.1, Rincon will prepare a Streambed Alteration Agreement (SAA) notification package for the California Department of Fish and Wildlife (CDFW) pursuant to Section 1600 *et seq.* of the California Fish and Game Code utilizing the project design details provided by MJUSD and the information in the BRA report described above. We assume that a permit will only be required by the CDFW since no work would be performed within the drainage/creek. Accordingly, we would only address impacts to features subject to CDFW jurisdiction, such as bed, banks and associated and/or adjacent riparian habitat; impacts are anticipated to primarily consist of the potential for frac-out during horizontal directional drilling under the drainage/creek and possibly vegetation trimming and/or removal to site drilling equipment. We further assume that one round of comments from the MJUSD will be reviewed and edits to the draft SAA notification package will be incorporated, and that a



second draft of the SAA notification package will be submitted for MJUSD to submit to the CDFW.

#### **Task 1.4 - California Environmental Quality Act Review (Categorical Exemption)**

Assuming the project will not result in impacts requiring mitigation and/or that the project description will incorporate some level of self-mitigation; Rincon will prepare a Notice of Exemption for the project pursuant to Section 15301 (*Existing Facilities*) and/or 15302 (*Replacement or reconstruction of existing utility system*) of the State CEQA Guidelines. Rincon will prepare a memorandum to accompany the Notice of Exemption that briefly describes the compliance of the project with the requirements of CEQA Guideline Sections 15301 and 15302. The memorandum will also address project compliance with CEQA Guidelines Section 15300.2, which contains limitations on the use of Categorical Exemptions in certain circumstances. Rincon will transmit an Administrative Draft Notice of Exemption and memorandum to MJUSD for review.

Rincon will address MJUSD comments on the Notice of Exemption and memorandum, and will assist with filing the notice with the State Office of Planning and Research. This scope of work assumes that MJUSD will pay all required filing fees. Our cost for this task assumes the draft CE will be submitted electronically (in PDF format) for MJUSD staff review. Response to comments with up to two hours of staff time is also included. The final draft CE will be sent to MJUSD via electronic copy (in PDF format) and a hard copy will be delivered to the State Office of Planning and Research in Sacramento for filing.

#### **Project Management**

Rincon assumes that project management will require approximately ten percent of the total labor hours. Rincon's senior staff will remain available throughout the project period to support MJUSD with any aspect of project development relating to natural resources and environmental compliance, and will interface with regulatory agencies such as the USFWS, NMFS, USACE, RWQCB and CDFW on an as-needed basis to help comply with proposed project's anticipated environmental commitments. We can also provide recommendations for improvements to the permitting strategy and mitigation implementation and monitoring plans if needed. Project management will also include regular telephone and e-mail communications, status reports, and up to two meeting at the MJUSD's office to discuss our findings and recommendations.

#### **QUALIFICATIONS**

**Rincon Consultants, Inc.** is a multi-disciplinary environmental sciences, planning, and engineering consulting firm with offices in San Luis Obispo, Ventura, Monterey, Oakland, Carlsbad, Riverside, Fresno, and Sacramento, California. Rincon was founded in 1994 and is currently staffed by over 80 biologists, restoration ecologists, wetland scientists, arborists, professional planners, environmental scientists, paleontologists, and geologists. In addition to our broad range of services and staff qualifications, one of our key strengths is our involvement in projects from "inception-to-implementation," which spans from pre-planning activities (alternative analyses, biological and hazardous site assessments) to



project analysis (CEQA/NEPA compliance, regulatory permitting), through project implementation (hazards remediation, construction monitoring) to post-construction activities (habitat restoration, mitigation monitoring). As a result, we have a full understanding of the demands of large and small-scale projects and the interaction between different environmental issues and the directives of regulatory agencies responsible for them. We fully understand the specific regulatory compliance needs for this stage of the project and have successfully executed many similar projects within the region.

Rincon has a highly adept team to provide environmental compliance assistance and guidance for implementation of construction projects. Our key personnel, project experience, and references presented in the following sections demonstrate that Rincon is well suited to facilitate the environmental document preparation and regulatory agency permit preparation for this project.

Rincon provides land use planning and environmental planning services that we have categorized into four core areas: Environmental Planning, Biological & Cultural Resources Assessment and Regulatory Compliance, Environmental Site Assessment and Remediation, and Sustainability Services. We also have a GIS and Graphics group to enhance our documents and support our data analyses for projects addressing issues in the four aforementioned areas of expertise. Specific analyses and documentation conducted by our core areas of expertise, including our GIS and graphics capabilities, include the following:

#### ***Environmental Planning***

- *CEQA Compliance: EIRs, Initial Studies, Categorical Exemptions, Mitigation Monitoring Programs*
- *NEPA Compliance: EISs, Environmental Assessments, Categorical Exclusions*
- *Planning Services: General Plans and Specific Plans, Neighborhood Planning and Community Involvement Programs, Contract Planning Services*
- *Redevelopment: Blight Studies, Environmental Analysis*
- *Alternative Transportation: Pedestrian/Bicycle Planning*
- *Corridor Studies: Rails to Trails, Roadway Widening and Utility Alignments*
- *Mitigation and Construction Monitoring*
- *Stormwater Pollution Prevention Plans*
- *Noise Studies and Air Quality Analysis*
- *Grant Application Assistance*

#### ***Biological & Cultural Resources Assessment and Regulatory Compliance***

- *Baseline Biological Resources Inventories and Vegetation Mapping*
- *Rare, Threatened, and Endangered Plant and Wildlife Species Surveys*
- *Formal Biological Assessments and Natural Environment Studies*
- *Delineations of Waters of the U.S. and State of California, including Wetlands*
- *FESA Section 7 Consultations and Section 10 Habitat Conservation Plans*
- *CESA Permits and Natural Community Conservation Plans*
- *Drainage/Wetlands Permits: USACE CWA Sections 404 and 10, RWQCB CWA Section 401, CDFG FGC Section 1601*





- Coastal Development and Grading Permits
- Complete Regulatory Compliance and Mitigation Planning
- Wetland, Riparian, and Upland Habitat Revegetation and Restoration Planning
- Cultural Resources Surveys
- California Register of Historical Resources (CRHR)/National Register of Historic Places (NRHP) Eligibility Evaluations
  - Archaeological Testing
  - Built Environment Resource Evaluation
- Native American Consultation
- Historical Group (Section 106) Consultation
- Archaeological Data Recovery Programs
- Cultural Resources Management Plans
- Findings of Adverse Effects
- Memoranda of Agreement
- Construction and Mitigation Monitoring

#### ***Environmental Site Assessment and Remediation***

- Storm Water Compliance
- Phase I and Phase II Environmental Site Assessments: Urban, Rural, Commercial, Industrial, Residential, Vacant, and Agricultural
- Hazardous Waste Characterization and Remediation: Soil and Groundwater Assessment, Groundwater Monitoring, Remedial Action Plans and Closure Reports
- Underground Storage Tank Removal and Investigation
- Site Remediation: Urban Redevelopment Remediation and Monitoring, In-situ Remediation System Design, Construction, Monitoring and Maintenance
- Health Risk Assessments: Preliminary Endangerment Assessments and Risk Based Corrective Action Modeling
- Geological and Seismic Studies
- Expert Witness/Litigation Support

#### ***Sustainability Services***

- Climate Action Planning
- Sustainability Ordinance Development
- Greenhouse Gas Emissions Assessment and Verification
- LEED/Green Building and Neighborhood Consulting

#### ***GIS and Graphics Resources***

- Geographic Information Systems (GIS)
- Mapping and Data Management
- Computer Aided Drafting (CAD) and Design
- Graphic Design and 3-D Photosimulation
- Newsletters/Brochures and Website Development



## KEY PERSONNEL

**Colby J. Boggs, MS**, Principal and Senior Ecologist, will serve as the Principal-in-Charge for Rincon. Mr. Boggs has over 15 years of experience as an environmental consultant and biological researcher and educator with an emphasis on plant taxonomy, assessments of biological and wetlands resources, plant and wetland ecology, biological survey design, ecological restoration, vegetation monitoring, and invasive plant biology. Mr. Boggs holds a MS in Botany from California State University, Chico and a BS in Ecology and Evolution from University of California, Santa Barbara, and has extensive knowledge of California's flora and fauna, and associated vegetation communities and habitat types. He also has a working knowledge of federal and state regulations pertaining to biological, wetlands, streams and other natural resources, including CEQA, NEPA, California Endangered Species Act (CESA), FESA, California Coastal Act, California Porter Cologne Water Quality Control Act, Federal Clean Water Act, Federal Rivers and Harbors Act, and California Fish and Game Code. Colby has a varied background in the biological sciences that spans studying movement patterns of estuarine and coastal lagoon fishes in Goleta Slough and Carpinteria Salt Marsh to performing vegetation mapping and monitoring in tidal mud flat, salt marsh, and riparian habitats for a U.S. Army Corps of Engineers (USACE) flood reduction project on the lower Napa River to inventorying eelgrass beds and rare plants in marine and coastal dune habitats, respectively, in Morro Bay.

Mr. Boggs was the primary author of several Wetland Mitigation Monitoring Plans developed to create and/or restore wetland functions and values, BAs prepared to determine effects to federally listed species including issuance of Biological Opinions from the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), CEQA and NEPA documents with rigorous impacts analyses for biological resources, and management plans focused conservation strategies for biological resources on various projects throughout California. He recently assisted MJUSD with mitigation negotiations with the Army Corps of Engineers, and assisted the District to acquire Army Corps, Water Board, and CDFW permits for the Hammonton-Smartsville project.

**Matt Maddox, MESM, AICP**, a Senior Program Manager with Rincon Consultants, will serve as project manager for this project and will prepare the appropriate CEQA documentation. Matt is located in Rincon's Sacramento office and has expertise in CEQA compliance, impact analysis, environmental regulation, and urban planning. Matt holds a Master of Environmental Science and Management from the University of California Santa Barbara and a Bachelor of Arts in Political Science from Cal Poly-San Luis Obispo. He is involved in a wide range of urban planning and land use studies, as well as community involvement and permitting activities. Matt has developed a focus in the area of urban planning and reduction of greenhouse gas emissions related to land use. He has contributed to successful environmental and planning projects ranging from focused inner city redevelopment studies, to General Plan analysis, to contract planning for local agencies. Matt is currently managing the Shasta Regional Transportation Agency RTP/SCS EIR as well as the Humboldt County Association of Governments RTP EIR. As part of this project, Matt is leading the public outreach components of the EIR process including directing scoping meetings, conducting stakeholder information sessions, and presenting impact



analysis associated with the projects to the regional government agencies. He has also recently acted as assistant project manager for the Calipatria 2035 General Plan, the Avalon General Plan and EIR, and the Calabasas 2030 General Plan and EIR where in each project he assisted in conducting public outreach with the stakeholders, the public and other local/regional government agencies. He is also currently managing an EIR being prepared for the Rio d'Oro Specific Plan near the City of Oroville in unincorporated Butte County, California.

**Michael Tom, MS**, Associate Biologist, will serve as the lead biologist for the project. Mr. Tom has a BS in Ecology and Systematic Biology with a concentration in Wildlife Biology from California Polytechnic State University, San Luis Obispo and a MS in Biological Sciences from the same university. Mike has working knowledge and extensive training with the fauna and flora of the central coast, San Joaquin Valley, and desert regions of California. He has also received specific training in survey protocols, habitat requirements and natural histories of the California Red-legged Frog (CRLF) and desert tortoise. Mike has assisted in special status species, general wildlife and pre-construction surveys. He has performed protocol level surveys as well as pre-construction clearance and monitoring for CRLF. He has also performed protocol level desert tortoise surveys for the Ivanpah solar project and has performed pre-construction surveys for giant garter snake, blunt-nosed leopard lizards, western pond turtles, coast horned lizards, western spadefoot toads and nesting birds. He is currently authorized under three Biological Opinions for the capture and relocation of CRLF.

## **COST AND SCHEDULE**

We developed our cost for this work program based on the scope of work outlined above, including all assumptions presented therein, and will complete the scope of work outlined above for an estimated cost not-to-exceed **\$11,020**. Please note that if it is determined during Task 1 that no additional biological resources or permitting is necessary (thus Tasks 2 and 3 are not necessary), we would complete the project for an estimated cost not-to-exceed **\$4,210**. The attached table provides a detailed breakdown of our proposed costs by task for this project. All services would be billed in accordance with our Standard Fee Schedule (attached).

We understand that the estimated project completion timeframe is summer 2015. Accordingly, we plan to complete our scope of work within this timeframe unless an extension is approved in writing.



Thank you for the opportunity to provide environmental support services for this exciting project! Please contact Matt Maddox at [mmaddox@rinconconsultants.com](mailto:mmaddox@rinconconsultants.com) or 916-706-1374 if you have any questions or need any additional information.

Sincerely,  
RINCON CONSULTANTS, INC.

Matt Maddox, MESM, AICP  
Senior Program Manager

*Attachments:*      *Cost Estimate Tables*  
                             *Standard Fee Schedule*  
                             *Resumes for Key Staff*

## Marysville Joint Unified School District Foothill Intermediate School Septic System Upgrade Project Cost Estimate

Tasks	Cost	Labor Hours	Rincon Consultants			
			Principal \$190/hour	Proj. Mgr. \$140/hr	Env. Planner/ Biologist \$95/hour	Clerical \$65/hour
Task 1.1 - Environmental Evaluation and Consultation w/ Regulatory Agencies	\$1,310	9	1	8		
Task 1.2 - Biological Resources Assessment	\$3,365	31	4	2	22	1
Task 1.3 - Permitting Assistance (SAA)	\$3,165	28	4	3	20	1
Task 1.4 - CEQA Review (Categorical Exemption including Memo and Findings)	\$1,665	14	1	6	6	1
Project Management	\$800	5	2	3		
Subtotal Rincon Labor:	\$10,305	87	12	22	48	2
<b>Additional Costs</b>						
Field Expenses:						
Vehicle (assumes 2 days @ \$85/day [2WD])	\$170					
General Bio. Field Equipment (assumes 1 day @ \$45/day)	\$45					
Trimble GPS Unit (\$190/job)	\$190					
Administration & Misc. Expenses	\$310					
Subtotal Additional Costs:	\$715					
<b>TOTAL COST ESTIMATE</b>	<b>\$11,020</b>					



## RINCON CONSULTANTS, INC.

### Standard Fee Schedule for Environmental Sciences and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

Professional, Technical, and Support Personnel	Rate
Principal II	\$ 210/hour
Principal I	\$ 190/hour
Senior Supervisor II	\$ 170/hour
Supervisor I	\$ 155/hour
Senior Staff II	\$ 140/hour
Senior Staff I	\$ 125/hour
Professional Staff IV	\$ 110/hour
Professional Staff III	\$ 100/hour
Professional Staff II	\$ 90/hour
Professional Staff I	\$ 80/hour
Environmental Technician/Field Aide	\$ 65/hour
Senior GIS Specialist	\$ 110/hour
GIS/CADD Specialist II	\$ 95/hour
GIS/CADD Specialist I	\$ 85/hour
Graphic Designer	\$ 80/hour
Technical Editor	\$ 90/hour
Clerical/Administrative Assistant II	\$ 70/hour
Clerical/Administrative Assistant I	\$ 65/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

#### Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

#### Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.



## RINCON CONSULTANTS, INC.

### Equipment Schedule for Environmental Sciences and Planning Services

Equipment	Rate	Unit
<b>Environmental Site Assessment</b>		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
<b>Water Resources</b>		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
<b>Natural Resources Field Equipment</b>		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
<b>Multi-Services Field Equipment</b>		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 50	Day





## **COLBY J. BOGGS**

Principal/Senior Ecologist  
Rincon Consultants, Inc.

Colby J. Boggs is a Senior Ecologist with Rincon Consultants, Inc. He has over 15 years of professional experience as a botanist, ecologist, wetlands specialist, and biological sciences educator and researcher. His duties at Rincon include biological field surveys for special status species, habitat and plant community mapping, wetlands assessments, biological resources analyses, construction and mitigation monitoring, regulatory compliance, conservation planning, and the preparation of biological reports, environmental documents and permit applications in support of the California Environmental Quality Act, National Environmental Policy Act, Porter-Cologne Water Quality Control Act, California Fish and Game Code, Clean Water Act, Migratory Bird Treaty Act, and state and federal Endangered Species Acts.

### **TECHNICAL CAPABILITIES**

- Mr. Boggs is skilled in plant, wildlife and wetland ecology, biological and wetlands resources assessments, biological survey methods, ecological restoration, vegetation monitoring, and invasive plant biology; other technical skills include knowledge and use of dissecting, compound and scanning electron microscopes, statistics, global positioning systems, and ecological sampling equipment.
- Mr. Boggs has managed, conducted, and/or assisted reconnaissance and/or protocol level botanical and wildlife survey efforts for federally listed, state-listed, and other special status species as well as invasive and noxious weed species.
- Mr. Boggs has designed creation, restoration, enhancement, reclamation and monitoring plans for terrestrial and wetland habitats; mapped plant communities and habitat types through field surveys and interpretation of aerial imagery; conducted delineations of wetlands and other waters; completed several assessments of habitat suitability for special status plant and wildlife species, and performed post-treatment and other programmatic vegetation monitoring.

### **EDUCATION, REGISTRATIONS AND AFFILIATIONS**

M.S., Botany, 2001, California State University, Chico  
B.S., Ecology and Evolution, 1996, University of California, Santa Barbara

Introduction to the Ecology and Biology of the Fairy Shrimp and Tadpole Shrimp of California and Oregon – Dr. Christopher Rogers, 2012

Certified Ecologist – Ecological Society of America, 2012

Erosion and Sediment Control Short Course – Upper Salinas-Las Tablas Resource Conservation District, 2012

A Manual of California Vegetation, 2<sup>nd</sup> Edition – Santa Barbara Botanic Garden, 2011

California Rapid Assessment Method – U.C. Davis Extension and Moss Landing Marine Laboratories, 2010

Rare, Threatened, and Endangered Plant Voucher Collecting Permit No. 2081(a)-10-52-V – California Department of Fish and Game, 2010

California Rapid Assessment Method – U.S. Environmental Protection Agency, San Francisco Estuary Institute and Moss Landing Marine Laboratories, 2007

Habitat Assessment and Modeling Training – U.S. Geological Survey, 2007

Hydric Soil Indicators – Wetland Training Institute, 2007

Introduction to Botanical Biological Evaluations, Botany Reports, and Noxious Weed Risk Assessments  
– Friends of the Biological Sciences Herbarium, CSU, Chico, 2005  
Wetlands Delineation and Management – Richard Chinn Environmental Training, 2003  
Introduction to CEQA/NEPA for Botanists – Friends of the Biological Sciences Herbarium, CSU, Chico,  
2002

Society of Wetland Scientists – Member  
Ecological Society of America – Member  
California Botanical Society – Member  
California Native Plant Society – Member  
California Native Grasslands Association – Member  
California Invasive Plant Council – Member  
California Society for Ecological Restoration – Member  
Northern California Botanists – Founding Member and Past Vice President  
Friends of the Biological Sciences Herbarium at CSU, Chico – Member and Past Board Member

#### PROFESSIONAL HISTORY

Rincon Consultants, Inc. (2008 to present)  
North State Resources, Inc. (2000 to 2008)  
California State University, Chico (1999 to 2001)  
Independent Consultant (1998 to 2000)  
Santa Barbara School District (1997 to 1999)  
California State University, Chico (1996 to 1997)  
Fullerton College (1995 to 1996)  
Santa Barbara Botanic Garden (1995)  
University of California, Santa Barbara (1993 to 1995)

#### SELECTED PROJECT EXPERIENCE

- Biological Impact Analysis for the Pacifica Bluff Stabilization Project – RJR Engineering, San Mateo County
- Botanical Survey for the Half Moon Bay Airport Redevelopment Project – Natural Investigations Company, San Mateo County
- Natural Environment Study, Biological Assessment, Bio-acoustic Evaluation, Jurisdictional Delineation, and Permitting for the Forest Hill Drive at Bear Creek Bridge Replacement Project – Santa Cruz County Department of Public Works, Santa Cruz County
- Natural Environment Study, Biological Assessment, Bio-acoustic Evaluation, Jurisdictional Delineation, and Permitting for the Rancho Rio Avenue at Newell Creek Bridge Replacement Project – Santa Cruz County Department of Public Works, Santa Cruz County
- Biological Pre-construction Surveys and Construction Monitoring for the Highway 1 Soquel/Morrissey Auxiliary Lanes Project – Santa Cruz County Regional Transportation Commission (subcontract through RGW Construction), Santa Cruz County
- Natural Environment Study, Biological Assessment, Bio-acoustic Evaluation, Jurisdictional Delineation, and Permitting for the Green Valley Road at Green Valley Creek Bridge Replacement Project – Santa Cruz County Department of Public Works, Santa Cruz County
- Biological Analyses for the Monterey Bay Sanctuary Scenic Trail Project – Santa Cruz County Regional Transportation Commission (subcontract through RRM Design Group), Santa Cruz County
- Biological Resources Assessment for the California State University, Monterey Bay Student Housing Project – City of Marina, Monterey County



- Biological Studies, IS/MND, Regulatory Permitting, and Wetland Mitigation and Monitoring Plan (including CRAM) for the Greenwood Park Stormwater Treatment System Project – City of Pacific Grove (subcontract through Fall Creek Engineering), Monterey County
- Biological Studies, IS/MND, Regulatory Permitting, and Landscape Restoration Plan for the Urban Runoff Diversion Phase 3 and Sewer Upgrades Project – City of Pacific Grove, Monterey County
- Biological Data Review and Permitting for the San Clemente Dam Removal Project – Monterey County Resource Management Agency, Monterey County
- Jurisdictional Delineation, Biological Studies, IS/MND, and Regulatory Permitting for the Walter Colton School Storm Drain Improvement Project – Monterey Peninsula Unified School District, Monterey County
- Biological Pre-construction Surveys and Construction Monitoring for the Salinas Road/Highway 1 Interchange Project – Caltrans (subcontract through DeSilva Gates Construction), Monterey County
- Biological Pre-construction Surveys, Steelhead Capture/Relocation, and Construction Monitoring for the Rodriguez Road at Arroyo Grande Creek Grade Stabilization Project – San Luis Obispo County Department of Public Works, San Luis Obispo County
- Biological Studies, Jurisdictional Delineation, and Regulatory Permitting for the Line 44-1008 Maintenance Project – Southern California Gas Company, San Luis Obispo County
- Biological Resources Analyses for the Los Osos HCP EIR/EIS – San Luis Obispo County, San Luis Obispo County
- Morro Shoulderband Snail Low-Effect HCP and Morro Manzanita Restoration Plan for the Charvonias Residence – Charvonias, San Luis Obispo County
- Morro Manzanita and Coast Live Oak Restoration Plan for the Russell Residence – Crizer Design Company, Inc., San Luis Obispo County
- Marine and Terrestrial Biological Studies for the Morro Bay Boatyard Project – City of Morro Bay, San Luis Obispo County
- Biological Pre-construction Surveys, Steelhead Capture/Relocation, and Construction Monitoring for the Santa Rosa Creek Road 7.0 Culvert Emergency Project – San Luis Obispo County Department of Public Works, San Luis Obispo County
- Biological Monitoring for the Arroyo Grande Creek Levee Maintenance Project – San Luis Obispo County Department of Public Works, San Luis Obispo County
- Biological Assessment/Biological Resources Assessment for the Huasna Road Guardrail Replacement Project – San Luis Obispo County Department of Public Works, San Luis Obispo County
- Biological Monitoring for the Meadow and Tally Ho Creeks Vegetation Maintenance/Flood Control Project – City of Arroyo Grande, San Luis Obispo County
- Botanical Survey for the James Way Open Space Long-term Management Project – City of Arroyo Grande, San Luis Obispo County
- Biological Resources Assessment for the Bartleson Ranch Property – AT&T (subcontract through Michael Brandman Associates), San Luis Obispo County
- Biological Resources Analyses for the Johnson Avenue Housing IS/MND – City of San Luis Obispo, San Luis Obispo County
- Biological Resources Assessment for the King Property – AT&T (subcontract through Michael Brandman Associates), San Luis Obispo County
- Botanical Survey for the La Cruz Way Commercial Development Project – Pacific Coast Transportation, Templeton, San Luis Obispo County
- Steelhead and Riparian Vegetation Assessment for the River Oaks Project – Estrella Associates, Paso Robles, San Luis Obispo County
- Natural Environment Study, Biological Assessment, Jurisdictional Delineation, and Permitting for the Cypress Mountain Drive at Klau Creek Bridge Replacement Project – San Luis Obispo County Department of Public Works, San Luis Obispo County

- Biological Studies, Biological Assessment, and Regulatory Permitting (USACE NWP, RWQCB WQC, & CDFG SAA) for the Gallery Wells Emergency Repair Project – Heritage Ranch Community Services District, San Luis Obispo County
- Biological Resources Due Diligence Assessment for San Miguel Ranch – Hancock Agricultural Investments Group, San Luis Obispo County
- Biological Investigations for the California Valley Solar Ranch Project – URS, San Luis Obispo County
- Biological Resources Analyses for the Shandon Community Plan EIR & HCP – San Luis Obispo County & ICF, San Luis Obispo County
- Natural Environment Study, Biological Assessment, Jurisdictional Delineation, and Permitting for the Five Bridges Painting Project – San Luis Obispo County Department of Public Works, San Luis Obispo County
- Open Space Management Plan, Biological Studies, Regulatory Permitting, and Wetland Mitigation and Monitoring Plan (including CRAM) for the Los Flores Integrated Solid Waste Facility – City of Santa Maria, Santa Barbara County
- Biological Studies and Regulatory Permitting for the Santa Maria River Sand and Gravel Mining Project – City of Santa Maria, Santa Barbara County
- Environmental Protection Plan, Pre-construction Surveys, and Regulatory Support for the Santa Maria River Levee Reach 3 Project – Wood Bros., Inc. (U.S. Army Corps of Engineers, Los Angeles District), Santa Barbara County
- California Rapid Assessment Method (CRAM) for the Ortega Street at Mission Creek Bridge Replacement Project – MNS Engineers, Santa Barbara County

#### WORKSHOPS, PUBLICATIONS/PRESENTATIONS, AND AWARDS

- Boggs, C. 2010. Introduction to Wetland Delineation (field instruction) – Rincon Consultants, Inc., San Luis Obispo, CA
- Boggs, C. 2009. Introduction to Wetland Regulations – Rincon Consultants, Inc., San Luis Obispo, CA
- Boggs, C. 2007. Hydric Soils – North State Resources, Inc., Redding, CA.
- Boggs, C. 2006. Introduction to Wetland Delineation – Friends of the Biological Sciences Herbarium, CSU, Chico.
- Boggs, C. 2002. Reproductive biology of *Dudleya cymosa* subsp. *cymosa* (Crassulaceae). California Native Plant Society, Mount Lassen Chapter newsletter.
- Boggs, C. 2001. Reproductive biology of *Dudleya cymosa* subsp. *cymosa* (Crassulaceae), a native Californian succulent. MS thesis. CSU, Chico.
- Carlquist, S., and C. Boggs. 1996. Wood anatomy of Plumbaginaceae. *Bulletin of the Torrey Botanical Club*. 123(2): 135-147.
- Ohlson, D., Paulus, J., Kramer, N., and C. Boggs. 2011. Botanical Resources of Valadeao Ranch: Fitting Data Collection Goals to Project Needs. Northern California Botanists Annual Symposium. Chico, CA.
- Kirk, P., and J. Hunt (C. Boggs [Acknowledgements]). 2010. Monitoring Habitat Restoration on the Trinity River Using Fine-scale Vegetation Mapping. Northern California Botanists Annual Symposium. Chico, CA.
- Boggs, C. 2001. Reproductive biology of *Dudleya cymosa* subsp. *cymosa* (Crassulaceae). Friends of the Biological Sciences Herbarium Annual Meeting. Chico, CA.

Jim Jokerst Field Botany Award, 2001 – CSU, Chico



**MATT MADDOX, MESM, AICP**

Senior Program Manager

CARB Accredited Greenhouse Gas Lead Verifier

Rincon Consultants, Inc.

Matt Maddox serves as a Senior Program Manager within Rincon's Environmental Science and Planning group and the Sustainable Consulting Group. In this capacity, he is involved in a wide range of urban planning and land use studies, sustainable design review, air quality and greenhouse gas analysis, CEQA/NEPA environmental documentation, as well as community involvement and permitting activities. Mr. Maddox has a strong background in environmental management, policy, and environmental planning. He has contributed to successful environmental and planning projects ranging from general plans to focused inner city redevelopment studies, to sustainable design review and documentation for compliance with environmental regulations, to greenhouse gas emissions analysis for industrial facilities. Mr. Maddox has developed a focus in the area of urban planning, sustainable design, and greenhouse gas analysis.

**TECHNICAL CAPABILITIES**

- Mr. Maddox has a thorough familiarity with California planning law and CEQA/NEPA compliance. He is proficient in preparing environmental documents that communicate effectively to decision-makers and the public, and assist in achieving planning objectives.
- Mr. Maddox has a unique background in both policy and science which allows him to effectively work on a variety of planning and sustainability issues.
- Mr. Maddox is a skilled assessor of sustainable design, energy efficiency and renewable energy in regard to the environmental impacts of development projects and is proficient in preparing technical studies related to air quality and greenhouse gas emissions.
- Mr. Maddox has extensive experience in regional plans, affordable housing, redevelopment, and urban infill development projects.

**EDUCATION, REGISTRATIONS AND AFFILIATIONS**

Master of Environmental Science & Management (MESM), Bren School of Environmental Science and Management, University of California, Santa Barbara

B.A., Political Science, Cal Poly-San Luis Obispo

American Planning Association – AICP Certified

Accredited Greenhouse Gas Emissions Lead Verifier – California Air Resources Board

**EMPLOYMENT HISTORY**

Rincon Consultants, Inc., Ventura, CA (01/2007 through present)

California State University, Sacramento, CA (09/2005 to 09/2006)

**PROJECT EXPERIENCE**

Regional Plans

- Calabasas 2030 General and EIR, City of Calabasas
- Avalon 2030 General Plan and EIR, City of Avalon
- Calipatria 2035 General Plan, City of Calipatria
- Shasta County 2015 Regional Transportation Plan/ Sustainable Communities Strategy EIR, Shasta Regional Transportation Agency

- Humboldt County Regional Transportation Plan EIR, Humboldt County Association of Governments
- Tuolumne County General Plan and Regional Transportation Plan Evaluation and Analysis, Tuolumne County
- Rio d' Oro Specific Plan EIR, Butte County

#### Air Quality Studies and Greenhouse Gas Analysis

- Greenhouse Gas Analyses for General Plan Housing Elements – Cities of Glendora, Lomita, Glendale, Lawndale, Lake Forest, Hayward, and Walnut
- Transportation Fuel Supplier Greenhouse Gas Verification, Flyers Energy
- Outlets at the Border EIR – Air Quality and Greenhouse Gas Study, City of San Diego
- Los Robles Regional Medical Center – Air Quality Study, City of Thousand Oaks
- Transportation Fuel Supplier Greenhouse Gas Verification, Robinson Oil Supply and Transport
- Dos Colinas Senior Housing Project Greenhouse Gas Study, City of Carlsbad
- Southwestern College Modernization Project Greenhouse Gas Study, City of Chula Vista
- Transportation Fuel Supplier Greenhouse Gas Verification, Jaco Oil Company
- County of Santa Barbara Orcutt Key Site 3 – Health Risk Assessment
- Santa Paula Rock, Gravel, and Sand CUP and Reclamation Plan – Health Risk Assessment
- Downtown San Diego Courtyard by Marriott Greenhouse Gas Study, City of San Diego
- Badlands Landfill-Gas-to-Energy Facility Greenhouse Gas Verification, Riverside County
- Industrial Cogeneration Facility Greenhouse Gas Verification, Kyocera America
- Oil and Gas Facilities Greenhouse Gas Verification, Plains Exploration & Production Company
- Transportation Fuel Supplier Greenhouse Gas Verification, Pro Petroleum, Inc.
- Electricity Generation Facility Greenhouse Gas Verification, Orange Grove Energy

#### Sustainable Design

- Reusable Bag Ordinance EIR, City of Sacramento
- Single Use Carryout Bag Ordinance EIR, Marin County Hazardous and Solid Waste Management Joint Powers Agency
- Single-Use Carryout Bag Ordinance EIR, City of Santa Monica
- Plastic Carryout Bag Ordinance EIR Addendum, City of Long Beach
- Single-use Carryout Bag Reduction Ordinance EIR, City of Sunnyvale
- Single Use Bag Ban Ordinance EIR, County of San Mateo
- Disposable Checkout Bag Ordinance EIR, City of Palo Alto
- 2919 Wilshire Boulevard – LEED Certified Mixed Use Development, City of Santa Monica
- Annenberg Project at Lower Point Vicente – Sustainable Animal Education Center, City of Rancho Palos Verdes

#### Affordable Housing and Redevelopment Projects

- Cabrillo Economic Development Corporation Farm Worker Housing EIR, Ventura County
- High Place East and West Affordable Housing Project EIR, City of Santa Monica
- Carson Consolidated Project Area EIR, Carson Redevelopment Agency

#### CEQA and NEPA Compliance

- Portuguese Bend Landslide Moratorium EIR, City of Rancho Palos Verdes
- Scripps Park West Phase II ISMND, City of San Diego
- LA Water, LLC Chemical Manufacturing Facility EIR, City of Southgate
- Fulton Street Expansion-NEPA, City of Ojai
- Ventura Harbor Public Works Plan Amendment EIR, Ventura County
- West LA and Central City Community Plan EIR, City of Los Angeles



**MICHAEL W. TOM**  
Associate Biologist  
Rincon Consultants, Inc.

Michael Tom works as an Associate Biologist with Rincon's biological resources group. Mr. Tom has experience conducting general and focused surveys for a variety of plant and animal species. He is proficient in maintaining herpetology collections and providing assistance with a number of vertebrate and invertebrate species. Mr. Tom has working knowledge and training with the fauna and flora of the central coast, San Joaquin Valley, and desert regions of California. He has also received specific training in survey protocols, habitat requirements and natural histories of the California Red-legged Frog (CRLF) and desert tortoise. Mr. Tom has assisted in special status species, general wildlife and pre-construction surveys. He has performed protocol level surveys as well as pre-construction clearance and monitoring for San Joaquin Kitfox. He has also performed protocol level surveys for desert tortoise, blunt nosed leopard lizard and California red-legged frog and has performed pre-construction surveys for giant garter snake, western pond turtles, coast horned lizards, western spade foot toads, and nesting birds.

#### **TECHNICAL CAPABILITIES**

- Mr. Tom is skilled at performing surveys for special status animal species including blunt-nosed leopard lizard, giant kangaroo rats, San Joaquin kit fox, American badger, San Joaquin coachwhip, California red-legged frog, California tiger salamander and desert tortoise.
- Mr. Tom is familiar with the identification and natural history of California reptiles, amphibians, small mammals and birds.
- Mr. Tom is experienced with statistical analysis and experimental/sampling design.
- Mr. Tom is skilled in public speaking and has experience teaching in live classroom settings as well as in the field.

#### **EDUCATION, REGISTRATIONS AND AFFILIATIONS**

M.S. Candidate, Biological Sciences, California Polytechnic State University, San Luis Obispo  
BS, Ecology and Systematic Biology, Concentration in Wildlife Biology; California Polytechnic State University – San Luis Obispo

Blunt-nosed leopard lizard workshop, San Joaquin Chapter Wildlife Society, Bakersfield, California, May 2-3.  
Desert tortoise handling workshop, Desert Tortoise Council, Ridgecrest, California, November 7<sup>th</sup> and 8<sup>th</sup>, 2011.  
Desert Tortoise Survey Workshop, Primm, Nevada, 2011.  
California red-legged frog workshop, Elkhorn Slough Coastal Training Program, April 27<sup>th</sup> and 28<sup>th</sup>, 2011. Captured and handled 11 California red-legged frogs under the supervision of the permitted instructors during training.



## EMPLOYMENT HISTORY

Rincon Consultants, Inc. (2010 through present)  
California Polytechnic State University San Luis Obispo, Department of Biological Sciences (2005 – 2010)  
California Academy of Sciences, Education Department & Invertebrate Zoology and Geology Department (2001-2004)

## RECENT PROJECT EXPERIENCE

- Biological monitoring and regulatory permitting, including relocation of an adult CRLF, for the Los Berros Creek Pipeline Repair Project, Southern California Gas Company, San Luis Obispo County, 2013
- Juvenile blunt-nosed leopard lizard surveys for the Panoche Valley Solar Farm. Live Oak Associates, San Benito County. 2012.
- Biological monitoring for the Santa Fe Trail. City of Visalia. 2012.
- Assisted Don Alley with relocating juvenile steelhead by electro-fishing out of the project area (60 individuals relocated). Santa Rosa Creek Road 7.0 Emergency Culvert Repair Project. San Luis Obispo County. 2012.
- California Tiger Salamander focused monitoring and pre-construction surveys for the Purisima Road Safety Improvements Project. Santa Barbara County. 2012.
- AT&T Jefferson Avenue & Godetia Drive Biological Assessment. San Mateo County. 2011.
- AT&T Woodlake Colo Biological Assessment. Tulare County. 2011.
- California red-legged frog focused biological monitoring for the Arroyo Grande Creek Levee Maintenance Project. San Luis Obispo County. 2011.
- Biological monitoring for the Old Los Berros Culvert Repair & Duckbill Valve Replacement Project. San Luis Obispo County. 2011.
- Giant Garter Snake focused pre-construction survey and construction monitoring for the Recurrent Energy Kammerer Solar Site, Sacramento County. 2011.
- Biological construction monitoring for the Tehachapi Renewable Transmission Project 2011.
- California red-legged frog, western pond turtle and nesting bird pre-construction surveys for the City of Arroyo Grande, San Luis Obispo County. 2011.
- California red-legged frog and California tiger salamander focused construction monitoring for the Salinas Road Interchange project. Captured and handled 4 California red-legged frogs under the supervision of the permitted biologist, Monterey County. 2011.
- Assisted with protocol level blunt-nosed leopard lizard and wildlife surveys for the California Valley Solar Farm. Other species that were surveyed included American badger, San Joaquin kit fox and San Joaquin Coachwhip. 7 days with a level 2 surveyor present – H.T. Harvey and Associates, San Luis Obispo County. 2011.

- Designated biologist: Conducted biological construction monitoring and pre-construction surveys for the Highway 46 widening project, San Luis Obispo County. 2011.
- Coast horned lizard and western spadefoot toad pre-construction survey for the Union Valley Parkway Extension Project, Santa Barbara County. 2011.
- Ivanpah Solar Project. Assisted with desert tortoise surveys and biological construction monitoring. San Bernardino County, CA. 2011.
- California tiger salamander upland drift fence/pit fall trap surveys for the Los Flores Integrated Waste Management Facilities Project, Santa Barbara County. 2011.
- Assisted with protocol level blunt-nosed leopard lizards and wildlife surveys for the Panoche Valley Solar Farm. Other species that were surveyed included American badger, San Joaquin kit fox and San Joaquin Coachwhip. 25 Days of protocol level surveys with a Level 2 surveyor present – Live Oak Associates, San Benito County. 2010.