

**Whitney Environmental Consulting, Inc.  
dba Foothill Associates**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES #079-S1711**

**THIS FIRST AMENDMENT** to that Agreement for Services #079-S1711 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Whitney Environmental Consulting, Inc., a corporation duly qualified to conduct business in the State of California, doing business as Foothill Associates, whose principal place of business is 590 Menlo Drive, Suite 5, Rocklin, California 95765 (hereinafter referred to as "CONSULTANT");

**RECITALS**

**WHEREAS**, CONSULTANT has been engaged by COUNTY to provide CEQA/NEPA environmental clearance and permitting services for the El Dorado Trail – Missouri Flat Road to El Dorado Trail and El Dorado Trail – Missouri Flat Road Bike/Pedestrian Overcrossing Projects for the Community Development Services, Department of Transportation pursuant to Agreement for Services #079-S1711, dated August 2, 2016, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to revise the scope of work from an Environmental Impact Report as originally anticipated, to a Mitigated Negative Declaration;

**WHEREAS**, as determined by the Initial Study process, a Mitigated Negative Declaration was determined to be the more appropriate level of documentation pursuant to CEQA, revising the scope of work and cost for Task 10, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-1, Additional Scope of Work**, and replacing **Exhibit C, Cost Estimate**, with **Amended Exhibit C, Amended Cost Estimate**;

**WHEREAS**, the parties hereto desire to amend the Agreement to include a new rate schedule for the extended term of the Agreement to revise the fixed fee amount, amending **ARTICLE V, Allowable Costs and Payments**, and adding **Amended Exhibit B, Amended Rate Schedule**;

**WHEREAS**, the parties hereto desire to amend the Agreement to clarify the reallocation of expenses described in the Agreement and in Exhibit C, amending **ARTICLE II, Compensation for Services**, and replacing **Exhibit C, Cost Estimate**, with **Amended Exhibit C, Amended Cost Estimate**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of August 1, 2019 for three (3) additional years, amending **ARTICLE IV, Performance Period**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, COUNTY and CONSULTANT mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Agency, Transportation Division and/or Transportation Division throughout the Agreement shall read Community Development Services, Department of Transportation.
- II. Exhibit A, Scope of Work, is amended to include Exhibit A-1, marked "Additional Scope of Work," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.
- III. Exhibit C, Cost Estimate, is replaced in its entirety with Amended Exhibit C, marked "Amended Cost Estimate," attached hereto and incorporated herein by reference. All references to Exhibit C throughout the Agreement shall read Amended Exhibit C.
- IV. **ARTICLE V, Allowable Costs and Payments**, paragraphs B and H of the Agreement are amended in their entirety to read as follows:
  - B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$18,167.37. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by an amendment to the Agreement.
  - H. The total amount payable by COUNTY, including the fixed fee, shall not exceed \$307,375.45.

**The following articles are fully-replaced in their entirety:**

**V. ARTICLE II**

**Compensation for Services:** For services provided herein, including all of the deliverables described in Exhibit A, Amended Exhibit A, and in the individual Task Orders and/or Work Orders, if applicable, issued pursuant to this Agreement, and including all of the forms and reports required under the DBE provisions of this Agreement; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

For the period beginning August 2, 2016, and continuing through the day before the effective date of this First Amendment to the Agreement, for the purposes hereof, the billing rates, fixed fee, and fixed fee amount shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, for the purposes hereof, the billing rates, fixed fee, and fixed fee amount shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Any reimbursements for mileage expenses will be paid in accordance with ARTICLE VII, Cost Principles and Administrative Requirements.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY for an individual Task Order and/or Work Order shall not exceed the amount agreed to in the Task Order and/or Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Task Order and/or Work Order.

For the purposes of budgeting the Tasks identified in Exhibit A and Amended Exhibit A, the maximum allowable billing amounts for each item of work are described in Amended Exhibit C, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit C represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the scope of services to be provided under this Agreement, CONSULTANT may request to reallocate the expenses listed in Amended Exhibit C among the various Scope of Work Tasks and Items of Work, Mileage and Other Direct Costs, Optional Tasks, and Additional Optional Tasks identified therein, including reallocating such expenses between subconsultants identified therein, subject to COUNTY's Contract Administrator's prior written approval.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable project. No invoice shall be paid until the certified payroll is submitted.

**VI. ARTICLE IV**

**Performance Period:**

- A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall end six (6) years thereafter, unless extended by an amendment to this Agreement.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

Except as herein amended, all other parts and sections of Agreement for Services #079-S1711 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

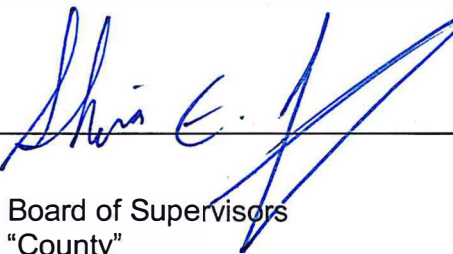
By:  Dated: 12/5/17  
Matthew D. Smeltzer, P.E.  
Deputy Director, Engineering  
Fairlane Engineering Unit  
Community Development Services  
Department of Transportation

**Requesting Department Concurrence:**

By:  Dated: 12/5/17  
Rafael Martinez, Director  
Community Development Services  
Department of Transportation

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #079-S1711 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By:   
Board of Supervisors  
"County"

Dated: 12/19/2017

Attest:  
James S. Mitrissin  
Clerk of the Board of Supervisors


By:   
Deputy Clerk

Dated: 12/19/2017

**-- WHITNEY ENVIRONMENTAL CONSULTING, INC.  
dba FOOTHILL ASSOCIATES --**

By:   
Paul Weller  
President  
"Consultant"

Dated: 12/05/2017

By:   
Dianne Ransby  
Chief Financial Officer/Operations/  
Corporate Secretary

Dated: 12/05/2017

**Whitney Environmental Consulting, Inc.  
dba Foothill Associates**

**Exhibit A-1**

**Additional Scope of Work**

**TASK 16.1: CONTINUED CULTURAL RESOURCE/HISTORIC RESOURCE SUPPORT SERVICES – WBS-P510P**

CONSULTANT shall continue to oversee and facilitate the preparation of cultural resource and historic resource assessment documentation, coordinate the documents with COUNTY and Caltrans, and facilitate Caltrans submittal and approval for the following:

- Archaeological Survey Report (ASR)
- Historic Properties Survey Report (HPSR)
- Historical Resources Evaluation Report (HRER)
- Extended Phase I (XPI)
- Finding of No Adverse Effect (FNAE)
- Environmentally Sensitive Area (ESA) Action Plan

Due to new proposed tasks (XPI/FNAE/ESA Action Plan), the support services shall supplement Exhibit A and respond to multiple rounds of Caltrans comments, unanticipated field meetings, and changes to the stipulated documents format.

**TASK 16.2: TRAIL — XPI STUDY, ESA ACTION PLAN, AND FINDING OF EFFECT – WBS-P510P**

CONSULTANT shall conduct an XPI Study and shall oversee preparation of an Environmentally Sensitive Area (ESA) Action Plan, and Finding of Effect (FOE) for the trail segment of the Project. CONSULTANT shall conduct the XPI Study while facilitating preparation of the ESA Action Plan and FOE.

Caltrans has requested an XPI study to determine the presence or absence of subsurface deposits from the Chinese Habitation site, P-09-001829, within the Area of Direct Impact (ADI). CONSULTANT shall excavate a total of eleven (11) shovel test pits (STPs) to a depth of one (1) foot, the same depth as the design of the trail.

**Activities:****Pre-field Coordination**

CONSULTANT shall conduct research and shall prepare the XPI Proposal in accordance with the guidelines and recommended procedures outlined in Volume 2 of Caltrans' Standard Environmental (SER) Handbook. The XPI proposal shall discuss the reasons for the XPI study and describe the proposed field methods.

**Field Work**

CONSULTANT shall provide a crew of two (2) to conduct the XPI study to determine the presence or absence of archaeological materials within the ADI that is within and adjacent to the Chinese Habitation site, P-09-001829. The XPI shall include eleven (11) STPs with one and one-half (1.5) feet diameter excavated to a depth of one (1) foot as shown in the Area of Potential Effects (APE) map with STP locations. All soils shall be screened through 1/8 inch wire mesh. If CONSULTANT identifies intact subsurface deposits during the XPI testing, Caltrans may require additional work such as a Phase II data recovery program, which is not included in this scope of work. Isolated artifacts can be recovered within this scope of work.

All the archaeological collections shall have provenience control (vertical and horizontal). CONSULTANT shall reference horizontal control from the site datum permanently set into the ground and secondary reference points, as appropriate.

All material recovered in the field by CONSULTANT shall be analyzed on site and returned to the location from which it came or other state and federally approved appropriate location. Temporally diagnostic artifacts shall be collected and cataloged by the CONSULTANT, and retained by the District until all, if any, further archaeological work is completed and cataloged. Curation costs are not included in this scope of work.

**XPI**

CONSULTANT shall prepare a draft XPI report in accordance with the guidelines and recommended procedures outlined in Volume 2 of Caltrans' SER Handbook. The report shall summarize the results of the testing within the ADI and the integrity of the deposit. CONSULTANT shall respond to three (3) rounds of comments and one (1) round of revisions to produce the final XPI report. If intact cultural deposits are identified, additional work may be necessary and is not included in this scope of work.

**Deliverables:**

- Draft XPI Proposal (PDF format)
- Final XPI Proposal (PDF format)
- Draft XPI Report (PDF format)
- Final XPI Report (PDF format)



**Duration:**

- The draft XPI Proposal shall be submitted to COUNTY's CA within three (3) weeks of receiving Notice to Proceed for Task 16.2 from COUNTY.
- The final XPI Proposal shall be submitted to COUNTY's CA within one (1) week of receipt of comments from COUNTY.
- The draft XPI Report shall be submitted to COUNTY's CA within three (4) weeks of receiving Notice to Proceed for Task 16.2 from COUNTY.
- The final XPI Report shall be submitted to COUNTY's CA within one (1) week of receipt of comments from COUNTY.

**Assumptions:**

The XPI scope and costs are estimates and Caltrans may require additional work outside of this scope of work once the XPI proposal is submitted. If significant resources are identified, Caltrans may require additional work such as a Phase II data recovery which is not included in this scope of work. The curation services are not included in this scope of work because CONSULTANT assumes all recovered artifacts shall be reburied.

**Finding of Effect**

The FOE is anticipated to be a FNAE. The draft and final FOE shall be prepared by CONSULTANT and in accordance with Volume 2 of Caltrans' SER Handbook. CONSULTANT shall respond to three (3) rounds of comments and shall produce the final FOE report.

**Deliverables:**

- Draft FOE (PDF format)
- Final FOE (PDF format)

**Duration:**

- The draft FOE shall be submitted to COUNTY's CA within two (2) weeks of Caltrans approval of the XPI Report.
- The final FOE shall be submitted to COUNTY's CA within one (1) week of receipt of comments from COUNTY.

**ESA Action Plan**

The ESA Action Plan is anticipated to protect the Chinese Habitation site, P-09-001829 from inadvertent impacts during construction. The draft and final ESA Action Plan shall be prepared by CONSULTANT and in accordance with Volume 2 of Caltrans' SER Handbook. CONSULTANT shall respond to three (3) rounds of comments and shall produce the final ESA Action Plan report.

**Deliverables:**

- Draft ESA Action Plan (PDF format)
- Final ESA Action Plan (PDF format)

**Duration:**

- The draft ESA Action Plan shall be submitted to COUNTY's CA within three (3) weeks of Caltrans approval of the XPI Report.
- The final ESA Action Plan shall be submitted to COUNTY's CA within one (1) week of receipt of comments from COUNTY.

**TASK 16.3: PEDESTRIAN OVERCROSSING — HISTORIC PROPERTY SURVEY REPORT – WBS-P510P**

CONSULTANT shall prepare draft and final Historic Property Survey Reports (HPSR) and respond to four (4) rounds of comments from COUNTY, Caltrans, and State Historic Preservation Officer (SHPO) to produce the final HPSR.

**Deliverables:**

- Draft HPSR (PDF format)
- Final HPSR (1 hardcopy and PDF copy)

**Duration:**

- The draft HPSR shall be updated and submitted to COUNTY's CA within three (3) weeks of receipt of comments from Caltrans.
- The final HPSR shall be submitted to COUNTY's CA within three (3) weeks of Caltrans approval of the XPI Report.

**Assumptions:**

CONSULTANT assumes there will be four (4) rounds of comments.

**TASK 17: SPECIAL-STATUS PLANT SURVEY– WBS-C010E**

**TRAIL**

As specified in Mitigation Measure BIO-1.1 and Mitigation Measure BIO-1 of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Project, the trail alignment includes suitable habitat for special-status plant species. CONSULTANT's biologists shall conduct focused surveys in March and June 2018 for potentially occurring special-status plants for the proposed 2.2-mile trail alignment.

Upon completion of the surveys, CONSULTANT shall prepare a draft botanical survey letter report and submit it to COUNTY for review and comment. Upon receipt of the

comments from COUNTY on the draft report, CONSULTANT shall prepare a final botanical survey letter report.

**Deliverables:**

- Draft botanical survey letter report (PDF format)
- Final botanical survey letter report (1 hardcopy and PDF copy)

**Duration:**

- The draft botanical survey letter report shall be submitted to COUNTY's CA within two (2) days of completion of the survey.
- The final botanical survey letter report shall be submitted to COUNTY's CA within two (2) days of receipt of comments from COUNTY.

**Assumptions:**

This Task does not include budget for agency consultation, preparing, or implementing a special-status plant mitigation plan in the event that special-status plants are found during the surveys that will be impacted by the proposed Project.

**OVERCROSSING**

As specified in Mitigation Measure BIO-1.1 and Mitigation Measure BIO-1 of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Project, the trail alignment includes suitable habitat for special-status plant species. CONSULTANT's biologists shall conduct focused surveys in March and June 2018 for potentially occurring special-status plants for the proposed road crossing.

Upon completion of the surveys, a draft botanical survey letter report shall be prepared and submitted to COUNTY for review and comment. Upon receipt of comments from COUNTY on the draft report, a final botanical survey letter report shall be prepared.

**Deliverables:**

- Draft botanical survey letter report (PDF format)
- Final botanical survey letter report (1 hardcopy and PDF copy)

**Duration:**

- The draft botanical survey letter report shall be submitted to COUNTY's CA within two (2) days of completion of the survey.
- The final botanical survey letter report shall be submitted to COUNTY's CA within two (2) days of receipt of comments from COUNTY.

**Assumptions:**

This Task does not include budget for agency consultation, preparing, or implementing a special-status plant mitigation plan in the event that special-status plants are found during the survey that will be impacted by the proposed Project.

**TASK 18: ENVIRONMENTAL MONITORING – WBS-C010E****TRAIL**

As specified in Mitigation Measure BIO-1.2 of the IS/MND, CONSULTANT shall furnish labor and materials necessary to perform monitoring services when the contractor is working within or immediately adjacent to designated sensitive biological resource areas or in areas that require environmental monitoring as a condition of environmental permits for the Project.

For each day of monitoring, CONSULTANT shall prepare a monitoring form that summarizes the construction activity and location of monitoring during that day and provide a summary of environmental issues and outcomes that may have occurred during the monitoring. A PDF copy of the daily environmental monitoring form shall be submitted to COUNTY at the completion of each day's environmental monitoring.

CONSULTANT shall contact COUNTY in the event of significant biological impacts that require notifying the resource agencies.

**Deliverables:**

- Daily environmental monitoring form (PDF format)

**Duration:**

- Environmental monitoring forms shall be completed on a daily basis for each day of field monitoring and submitted to COUNTY's CA at completion of the field work.

**Assumptions:**

- For the purposes of this cost estimate, three weeks (15 days) of monitoring is assumed to be required during construction.
- Daily cost assumes an 8-hour work day and includes travel time to and from the job site. Additional time in the field shall be billed in accordance with Amended Exhibit B, as required.
- This cost estimate includes fifteen (15) days of monitoring. Additional days of monitoring shall be billed in accordance with Amended Exhibit B.
- It is assumed that the environmental monitor shall conduct monitoring within a suitable habitat for the western pond turtle as specified in Mitigation Measure BIO-3 of the IS/MND and a separate task to address the requirements of this mitigation measure will not be required.

- Daily costs are for one (1) environmental monitor per day during construction. In the event that an additional environmental monitor is required during construction, the second environmental monitor will be billed at the same daily rate.

## **OVERCROSSING**

As specified in Mitigation Measure BIO-1.2 of the IS/MND, CONSULTANT shall provide an environmental monitor when contractor is working within or immediately adjacent to designated sensitive biological resource areas or in areas that require environmental monitoring as a condition of environmental permits for the Project.

For each day of monitoring, the environmental monitor shall prepare a monitoring form that summarizes the construction activity and location of monitoring during the day and provide a summary of environmental issues and outcomes that may have occurred during the monitoring. A PDF copy of the environmental monitoring form shall be submitted to COUNTY at the completion of each day's environmental monitoring.

The environmental monitor shall contact COUNTY in the event of significant biological impacts that require notifying the resource agencies.

### **Deliverables:**

- Daily environmental monitoring form (PDF format)

### **Duration:**

- Environmental monitoring forms shall be completed on a daily basis for each day of field monitoring and submitted to COUNTY's CA at completion of the field work.

### **Assumptions:**

- For purposes of this cost estimate, five (5) days of monitoring is assumed to be required during construction.
- Daily cost assumes an 8-hour work day and includes travel time to and from the job site. Additional time in the field shall be billed in accordance with Amended Exhibit B, as required.
- This budget includes five (5) days of monitoring. Additional days of monitoring shall be billed in accordance with Amended Exhibit B.
- Daily costs are for one (1) environmental monitor per day during construction. In the event that an additional environmental monitor is required during construction, the second environmental monitor will be billed at the same daily rate.

## **TASK 19: PINFLAGGING ESA AREAS, INSPECTION, AND APPROVAL OF ESA FENCING – WBS-C010E**

### **TRAIL**

As specified in Mitigation Measure BIO-1.4 of the IS/MND, CONSULTANT's biologist shall mark environmentally sensitive areas (ESAs) for avoidance during construction. These ESAs may include oak woodland, riparian woodland, wetlands and other hydrologic features, native grassland, elderberry shrubs or populations of special-status plant, or wildlife species.

Upon completion of pinflagging, the contractor shall place ESA fencing around designated resources where appropriate. Upon installation of ESA fencing, CONSULTANT's biologist shall inspect the fencing and provide draft and final ESA inspection summary letter reports that document the installation of the fencing and provide a graphic showing where ESA fencing, buffer zones, or other designated exclusion areas are located within and immediately adjacent to the Project footprint.

#### **Deliverables:**

- Draft ESA inspection summary letter report (PDF format)
- Final ESA inspection summary letter report (1 hardcopy and electronic PDF copy)

#### **Duration:**

- The draft ESA inspection summary letter report shall be submitted to COUNTY's CA within one (1) week of inspection of the ESA fencing.
- The final ESA inspection summary letter report shall be submitted to COUNTY's CA within three (3) days of receipt of comments from COUNTY.

#### **Assumptions:**

- CONSULTANT shall not be responsible for the installation or maintenance of ESA fencing during Project construction.
- The environmental monitor (Task 18) may periodically request that the construction contractor repair or otherwise modify ESA fencing as appropriate during the course of construction.

### **OVERCROSSING**

As specified in Mitigation Measure BIO-1.4 of the IS/MND, CONSULTANT's biologist shall mark environmentally sensitive areas (ESAs) for avoidance during construction. These ESAs may include oak woodland, riparian woodland, wetlands and other hydrologic features, native grassland, elderberry shrubs or populations of special-status plant, or wildlife species.

Upon completion of pinflagging, the contractor shall place ESA fencing around designated resources where appropriate. Upon installation of ESA fencing, CONSULTANT's biologist shall inspect the fencing and provide draft and final ESA inspection summary letter reports that document the installation of the fencing and provides a graphic showing where ESA fencing, buffer zones, or other designated exclusion areas are located within and immediately adjacent to the Project footprint.

**Deliverables:**

- Draft ESA inspection summary letter report (PDF format)
- Final ESA inspection summary letter report (one [1] hardcopy and electronic PDF copy)

**Duration:**

- The draft ESA inspection summary letter report shall be submitted to COUNTY's CA within one (1) week of inspection of the ESA fencing.
- The final ESA inspection summary letter report shall be submitted to COUNTY's CA within three (3) days of receipt of comments from COUNTY.

**Assumptions:**

- CONSULTANT shall not be responsible for the installation or maintenance of ESA fencing during Project construction.
- The environmental monitor (Task 18) may periodically request that the construction contractor repair or otherwise modify ESA fencing as appropriate during the course of construction.

**TASK 20: COAST HORNED LIZARD PRE-CONSTRUCTION SURVEYS – WBS-C010E**

**TRAIL**

As specified by Mitigation Measure BIO-2, CONSULTANT's biologist shall conduct a pre-construction survey for coast horned lizards within fourteen (14) days of the start of construction within suitable habitat for this species.

Upon completion of the survey, CONSULTANT shall prepare draft and final pre-construction survey letter reports documenting the results of the pre-construction survey. The pre-construction letter reports shall include a graphic showing the location of any coast horned lizards found during the pre-construction survey. CONSULTANT shall submit the draft pre-construction letter report to COUNTY for review and comment. Upon receipt of comments, CONSULTANT shall finalize the pre-construction survey letter report and submit to COUNTY for approval.

**Deliverables:**

- Draft pre-construction survey letter report (PDF format)
- Final pre-construction survey letter report (one hardcopy and electronic PDF copy)

**Duration:**

- The draft pre-construction survey letter report shall be submitted to COUNTY's CA within one (1) week of completion of the survey.
- The final pre-construction survey letter report shall be submitted to COUNTY's CA within three (3) days of receipt of comments from COUNTY.

**Assumptions:**

- This Task assumes up to three (3) focused surveys for coast horned lizards shall be required during the construction season because survey results are valid for only fourteen (14) days. Additional surveys shall be billed in accordance with Amended Exhibit B, as required.
- It is assumed that any necessary environmental avoidance and minimization measures for this species would be implemented by the environmental monitor (Task 18).

**TASK 21: NESTING BIRD PRE-CONSTRUCTION SURVEYS – WBS-C010E****TRAIL**

As specified by Mitigation Measures BIO-4 and 5, CONSULTANT's biologist shall conduct a pre-construction survey for nesting birds and raptors within fourteen (14) days of the start of construction if construction is initiated during the nesting season (February 1 through August 31).

Upon completion of the survey, CONSULTANT shall prepare draft and final pre-construction nesting bird survey letter reports documenting the results of the pre-construction nesting bird survey. The report shall include a graphic showing location of any active nests. CONSULTANT shall submit the draft pre-construction nesting bird survey letter report to COUNTY for review and comment. Upon receipt of comments, CONSULTANT shall finalize the pre-construction nesting bird survey letter report and submit to COUNTY for approval.

**Deliverables:**

- Draft pre-construction nesting bird survey letter report (PDF format)
- Final pre-construction nesting bird survey letter report (one hardcopy and PDF copy)



**Duration:**

- The draft pre-construction survey letter report shall be submitted to COUNTY's CA within one (1) week of completion of the survey.
- The final pre-construction survey letter report shall be submitted to COUNTY's CA within three (3) days of receipt of comments from COUNTY.

**Assumptions:**

- This Task assumes up to three (3) focused surveys for nesting birds shall be required during the construction season because survey results are valid for only fourteen (14) days. Additional surveys for nesting birds shall be billed in accordance with Amended Exhibit B, as required.
- This Task does not include time for agency coordination or long-term monitoring of active nests in the event that active nests are found that could potentially be impacted by construction.
- It is assumed that any necessary environmental avoidance and minimization measures for active nests would be implemented by the environmental monitor (Task 18).

**OVERCROSSING**

As specified by Mitigation Measures BIO-4 and 5, CONSULTANT's biologist shall conduct a pre-construction survey for nesting birds and raptors within fourteen (14) days of the start of construction if construction is initiated during the nesting season (February 1 through August 31).

Upon completion of the survey, CONSULTANT shall prepare draft and final pre-construction nesting bird survey letter reports documenting the results of the pre-construction nesting bird survey. The report shall include a graphic showing the location of any active nests. CONSULTANT shall submit the draft pre-construction nesting bird survey letter report to COUNTY for review and comment. Upon receipt of comments, CONSULTANT shall finalize the pre-construction nesting bird survey letter report and submit to COUNTY for approval.

**Deliverables:**

- Draft pre-construction nesting bird survey letter report (PDF format)
- Final pre-construction nesting bird survey letter report (one hardcopy and PDF copy)

**Duration:**

- The draft pre-construction survey letter report shall be submitted to COUNTY's CA within one (1) week of completion of the survey.
- The final pre-construction survey letter report shall be submitted to COUNTY's CA within three (3) days of receipt of comments from COUNTY.

**Assumptions:**

- This Task assumes only one (1) nesting bird survey shall be required for the overcrossing and that construction will begin within fourteen (14) days of the survey. Additional surveys for nesting birds shall be billed in accordance with Amended Exhibit B, as needed.
- This Task does not include agency coordination or long-term monitoring of active nests in the event that active nests are found that could potentially be impacted by construction.
- It is assumed that any necessary environmental avoidance and minimization measures for active nests would be implemented by the environmental monitor (Task 18).

**OPTIONAL TASK 22: OAK WOODLAND RESTORATION PLAN – WBS-P510P**

**TRAIL**

CONSULTANT shall prepare a draft and final Oak Woodland Restoration Plan in accordance with the requirements of the El Dorado Trail Extension ISMND Mitigation Measures BIO-1.5 & BIO-1.6. CONSULTANT has determined that no riparian impacts occur in this segment and compliance with Mitigation Measure BIO-7.1 is not required. The Oak Woodland Restoration Plan shall include a list of oak tree species, restoration areas, an assessment of the total amount of mitigation that can be accommodated within the corridor, success criteria, monitoring, reporting, and remediation protocols. CONSULTANT shall submit the draft plan to COUNTY for review and comment. Upon receipt of comments, CONSULTANT shall finalize the Oak Woodland Restoration Plan and submit to COUNTY for approval.

**Deliverables:**

- Draft Oak Woodland Restoration Plan (PDF format)
- Final Oak Woodland Restoration Plan (PDF format).

**Duration:**

- The draft Oak Woodland Restoration Plan shall be submitted to COUNTY's CA within six (6) weeks of receiving Notice to Proceed for Task 20 from COUNTY.
- The final Oak Woodland Restoration Plan shall be submitted to COUNTY's CA within one (1) week of receipt of comments from COUNTY.

**OPTIONAL TASK 23: OVERSIGHT OF TREE PROTECTION MEASURES AND INSTALLATION – WBS-C010E**

**TRAIL**

As specified in Mitigation Measure BIO-6 of the IS/MND, CONSULTANT's technical staff shall be an International Society of Arboriculture (ISA) certified arborist and shall

oversee and inspect the installation of the tree protection fencing for the protection of trees during construction.

CONSULTANT shall prepare draft and final tree protection measures inspection reports. CONSULTANT shall submit the draft tree protection measures inspection report to COUNTY for review and comment. Upon receipt of comments, CONSULTANT shall finalize the tree protection measures inspection report and submit it to COUNTY for approval.

**Deliverables:**

- Draft tree protection measures inspection report (PDF format)
- Final tree protection measures inspection report (one hardcopy and PDF copy)

**Duration:**

- The draft tree protection measures inspection report shall be submitted to COUNTY's CA within one (1) week of receiving Notice to Proceed for Task 23 from COUNTY.
- The final tree protection measures inspection report shall be submitted to COUNTY's CA within three (3) days of receipt of comments from COUNTY.

**Assumptions:**

- CONSULTANT assumes no more than two (2) days in the field shall be required for contractor's installation of tree protection measures.
- Any pruning of limbs or roots over two (2) inches in diameter shall be done under the supervision of the arborist. Certified arborist's time for monitoring of the pruning shall be billed in accordance with Amended Exhibit B.

**OVERCROSSING**

As specified in Mitigation Measure BIO-6 of the IS/MND, CONSULTANT's technical staff shall be an ISA certified arborist and shall oversee and inspect the installation of the tree protection fencing for the protection of trees during construction.

CONSULTANT shall prepare draft and final tree protection measures inspection reports. CONSULTANT shall submit the draft tree protection measures inspection report to COUNTY for review and comment. Upon receipt of comments, CONSULTANT shall finalize the tree protection measures inspection report and submit it to COUNTY for approval.

**Deliverables:**

- Draft tree protection measures inspection report (PDF format)
- Final tree protection measures inspection report (one hardcopy and PDF copy)

**Duration:**

- The draft tree protection measures inspection report shall be submitted to COUNTY's CA within one (1) week of receiving Notice to Proceed for Task 23 from COUNTY.
- The final tree protection measures inspection report shall be submitted to COUNTY's CA within three (3) days of receipt of comments from COUNTY.

**Assumptions:**

- CONSULTANT assumes no more than one (1) day in the field shall be required for contractor's installation of tree protection measures.
- Any pruning of limbs or roots over two (2) inches in diameter shall be done under the supervision of the arborist. Certified Arborist's time for monitoring of the pruning shall be billed in accordance with Amended Exhibit B.

**Whitney Environmental Consulting, Inc.  
dba Foothill Associates**

**Amended Exhibit B**

**Amended Rate Schedule**

All of CONSULTANT's services, inclusive of any and all Task Orders and/or Work Orders issued pursuant to this Agreement, shall be in accordance with the following rates:

**\*Labor Rates:**

Senior Technical Staff .....	\$110.00 – 250.00	Senior CAD/GIS Staff .....	\$95.00 – 135.00
Legal Deposition.....	\$300.00	Associate CAD/GIS Staff.....	\$80.00 – 95.00
Legal Testimony.....	\$450.00	Assistant CAD/GIS Staff.....	\$70.00 – 80.00
Associate Technical Staff.....	\$85.00 – 110.00	Administrative Staff.....	\$65.00 – 90.00
Assistant Technical Staff.....	\$65.00 – 85.00		

**Direct Costs:**

Photocopy.....	\$0.10 per copy	Digital Files (on CD/DVD).....	\$5 per CD/DVD
Black & White Graphic (11x17).....	\$0.35 each	Mileage.....	see below
Color Graphics (8½x11).....	\$1 each	All-Terrain Vehicle.....	\$150 per day
Color Graphics (11x17).....	\$2 each	GPS Unit.....	\$110 per day
CAD Line Production Plot		Projector.....	\$110 per day
Black & White (bond).....	\$2.40/linear foot	Natural Diversity Database.....	\$100 per run
Black & White (mylar).....	\$10/linear foot	Incubator.....	\$400 per month
CAD Line Plot		Laser Level and Rod.....	\$75 per day
Black & White.....	\$6/linear foot	Rod.....	\$25 per day
Color.....	\$12/linear foot	GPS Tablet.....	\$150 per day
CAD Photo Plot		Pressure Transducer .....	\$125 per day
Bond Paper.....	\$20/linear foot	(GW-WL16)	
Gloss Paper.....	\$30/linear foot	Stream Gage (Sigma-950AV)...	\$700 per day
Binding Fees		Water Analysis.....	\$6-8 per sample
Small Reports.....	\$3.00 each	Records Searches.....	see below
Large Reports.....	\$5.00 each		
Binders.....	\$20.00 each		

Fixed Fee (Profit): 10.00%

Total Amended Fixed Fee (Profit) shall not exceed: \$18,167.37

\* Labor rates include overhead, fringe benefit, and general and administrative costs.

**Additional Quotes**

For supplies, services, or equipment that are not included in the Rate Schedule, quotes are available upon request.

**Mileage Reimbursement**

Reimbursement for mileage expenses for CONSULTANT and subconsultants shall be compensated in accordance with all of the provisions of ARTICLE VII, Cost Principles and Administrative Requirements, of this Agreement.

**Other Direct Costs Markup**

Other direct costs including, but not limited to, special reproductions, records searches, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

**Rate Increases**

Any increases in CONSULTANT's hourly rates shall be in accordance with ARTICLE V, Allowable Costs and Payments, of this Agreement and are subject to written approval by COUNTY's CA.

**Whitney Environmental Consulting, Inc.  
dba Foothill Associates**

**Amended Exhibit C**

**Amended Cost Estimate**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
Task 1	Natural Environment Study	\$ 14,388.75
Task 2	Aquatic Resources Delineation Report	\$ 6,493.15
Task 3	Oak Woodland Canopy and Impacts Assessment	\$ 7,100.47
Task 4	Archaeological Survey Report and Historic Properties Survey Report	\$ 6,240.93
Task 5	Historic Resources Evaluation Report	\$ 4,916.99
Task 6	Air Quality and GHG Technical Analysis, Air Quality Study	\$ 1,728.93
Task 7	Minor Level Visual Impact Assessment Report	\$ 4,526.67
Task 8	Noise Analysis and Construction Technical Noise Memorandum	\$ 1,252.47
Task 9	NEPA Liaison	\$ 18,997.95
Task 10	CEQA Initial Study and EIR	\$ 18,744.06
Task 11	Clean Water Act Section 404 Nationwide Permit 42 Application	\$ 15,951.00
Task 12	Section 401 Water Quality Certification	\$ 9,330.85
Task 13	CDFW 1600 Streambed Alteration Notification	\$ 12,539.78
Task 14	AB 52 Consultation and Coordination	\$ 4,175.65
	Consultant Mileage and Other Direct Costs	\$ 14,400.00
	<b>Consultant Total Tasks 1 through 14, including mileage and other direct costs</b>	<b>\$ 140,787.65</b>
<b>Subconsultants:</b>		
	Windmill Consulting, Inc.	\$ 19,760.60
	Cogstone Resource Management	\$ 28,284.00
	KD Anderson & Associates, Inc.	\$ 9,855.00
	Bollard Acoustical Consultants, Inc.	\$ 7,920.00
	<b>Subconsultants Subtotal</b>	<b>\$ 65,819.60</b>
<b>Optional Task:</b>		
Task 15	Consultant	\$ 25,141.29
	Consultant Mileage and Other Direct Costs	\$ 2,821.40
	<b>Total Optional Task 15</b>	<b>\$ 27,962.69</b>
	<b>Total Project Cost Estimate for Tasks 1 through 15, including mileage and other direct costs</b>	<b>\$ 234,569.94</b>
<b>Additional Tasks:</b>		
Task 16	Continued Cultural Resource/Historic Resource Support Services	\$ 5,162.11
Task 17	Special-Status Plant Survey	\$ 5,541.69
Task 18	Environmental Monitoring	\$ 16,933.19
Task 19	Pinflagging ESA Areas, Inspection, and Approval of ESA Fencing	\$ 2,803.73
Task 20	Coast Horned Lizard Pre-Construction Surveys	\$ 2,304.06
Task 21	Nesting Bird Pre-Construction Surveys	\$ 4,388.28

Consultant Mileage and Other Direct Costs		\$ 4,009.97
<b>Consultant Additional Tasks Cost Estimate for Tasks 16 through 21, including mileage and other direct costs</b>		<b>\$ 41,143.03</b>
<b>Subconsultant:</b>		
Cogstone Resource Management		\$ 20,483.66
	<b>Subconsultant Total</b>	<b>\$ 20,483.66</b>
<b>Additional Optional Tasks:</b>		
Task 22	Oak Woodland Restoration Plan - Consultant	\$ 7,557.24
Task 23	Oversight of Tree Protection Measures and Installation	\$ 3,621.58
	<b>Additional Optional Tasks 22 and 23</b>	<b>\$ 11,178.82</b>
	<b>Total Project Cost Estimate for Additional Tasks 16 through 23, including mileage and other direct costs</b>	<b>\$ 72,805.51</b>
	<b>Total Amended Project Cost Estimate</b>	<b>\$ 307,375.45</b>

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement, as amended. In the performance of the Scope of Work to be provided in accordance with this cost estimate, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work Tasks, Additional Tasks, Mileage and Other Direct Costs, Optional Tasks, and Additional Optional Tasks identified herein, including reallocating such expenses between subconsultants identified herein, subject to COUNTY's CA's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.