

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

**Landscape Design Services for the U.S. 50/Silva Valley Parkway Interchange –  
Phase 1 Landscape Project**

**AGREEMENT FOR SERVICES #2501**

**THIS AGREEMENT**, 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**, County has determined that it is necessary to obtain a consultant to assist its Community Development Services, Department of Transportation in providing landscape design services for the U.S. 50/Silva Valley Interchange – Phase 1 Landscape Project;

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish personnel, subconsultants, materials, and services necessary to provide landscape and revegetation design, including design plans, technical specifications, and cost estimates, obtain all jurisdictional permits for construction, and provide construction support for the U.S. 50/Silva Valley Interchange – Phase 1 Landscape Project (Project). Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XIV, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof. Salary increases will be reimbursable if the new salary is within the salary range identified in Exhibit B and is approved by County's Contract Administrator.

The total amount of this Agreement shall not exceed \$ 63,637.18, inclusive of all costs and expenses.

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.

Reimbursement for mileage expenses for Consultant and authorized subconsultant, if applicable, shall not exceed the rates to be paid to County employees under the current



Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant or subconsultant. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

For the purposes of budgeting the items of work identified in Exhibit A, the maximum allowable billing amounts for each task are described in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. The amounts indicated in 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 Exhibit C among the various Scope of Work tasks, Other Direct Costs and Mileage, subconsultant, and subconsultant's Other Direct Costs, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Community Development Services  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.



## **ARTICLE V**

**Prevailing Wage:** County requires Consultant's services on public works project(s) involving local and state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state prevailing wage rates, statutes, rules, and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Community Development Services, Department of Transportation. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

## **ARTICLE VI**

**Progress Reports:** Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports seeks to ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

## **ARTICLE VII**

**Consultant's Project Manager:** Consultant designates Meredith Branstad, Principal Landscape Architect/Biologist, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall



respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to consultant's personnel, operations, and any subconsultants authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by this Agreement; (2) reviewing, monitoring, training, and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

#### **ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager or subconsultants, without prior written approval by County's Contract Administrator.

#### **ARTICLE IX**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

#### **ARTICLE X**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services, Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE XI**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultant listed in Exhibit C,



for the particular tasks, work, and deliverables identified therein. At no time shall County be obligated to pay separately for subconsultant services. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

## **ARTICLE XII**

**Independent Contractor/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and subconsultants. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant, its employees, or subconsultants.

## **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.



#### **ARTICLE XIV**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant and any authorized subconsultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XV**

##### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the



Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

#### **ARTICLE XVI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Community Development Services  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667

With a copy to:

County of El Dorado  
Community Development Services  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: John Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Division

Attn.: Michele Weimer  
Administrative Services Officer  
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Whitney Environmental Consulting, Inc.  
dba Foothill Associates  
590 Menlo Drive, Suite 5  
Rocklin, California 95765

Attn.: Paul Weller  
President

or to such other location as Consultant directs.

#### **ARTICLE XVII**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XVIII**

**Indemnity:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees, and representatives



from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Consultant. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

#### **ARTICLE XIX**

**Standards for Work:** Services rendered under this Agreement shall be performed in accordance with the guidelines set forth in the most current editions of the *Caltrans Plans Preparation Manual*; *Caltrans Landscape Architecture Plans, Specifications, and Estimate (PS&E) Guide*; *Caltrans Standard Specifications and Special Provisions*; *Caltrans Standard Plans*; *Caltrans Stormwater Pollution Prevention Plan (SWPPP) / Water Pollution Control Program (WPCP) Preparation Manual, dated March 2011*; *Caltrans Stormwater Quality Handbooks, dated June 2011*; County of El Dorado Standards Manual, dated May 1990; and all other applicable Caltrans, federal, state, and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful, and workmanlike manner in accordance with good engineering practices. Where applicable, services shall further conform to all U.S. Code of Federal Regulation Title 23 requirements and all applicable federal laws, regulations, and policy and procedural, or instructional memoranda.

All of Consultant's services and deliverables must adhere to current County, Caltrans, and federal requirements for project development and shall be made available to County and Caltrans for review and approval at the appropriate stages specified in this Agreement or upon request by County's Contract Administrator.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County, Caltrans, or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

#### **ARTICLE XX**

**Quality Control:** Consultant shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Upon request, Consultant shall provide County with a general overview of Consultant's quality control plan in the form



of a written outline. Consultant shall also identify critical quality control reviews for the major deliverables within item of work assigned. The plan shall take into account the following:

- A. The plan shall establish a process whereby calculations and plans are independently checked, corrected, and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate item of work Project file.
- B. Consultant is responsible for the accuracy and completeness of all data, plans, specifications, and estimates prepared by Consultant under this Agreement and shall check all such material accordingly.
- C. Plans, designs, estimates, calculations, reports, and other documents furnished under this Agreement shall be of a quality acceptable to County's Contract Administrator.
- D. A design, estimate, calculation, report, or other document furnished under each item of work assigned is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
- E. The minimum standard of appearance, organization, and the content of any drawings and reports shall be that of similar types utilized by County. County will provide examples to Consultant upon request.
- F. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineers responsible for its preparation.
- G. Consultant shall maintain a complete Project file for each item of work performed under this Agreement. This file shall be made available to County's Contract Administrator, or designee, during normal County working hours and shall be transferred to County upon completion of work under this Agreement.

County's Contract Administrator shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

#### **ARTICLE XXI**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.



- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.



- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

## **ARTICLE XXII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE XXIII**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further



covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XXIV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIV, Default, Termination, and Cancellation, herein.

#### **ARTICLE XXV**

##### **Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including



but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

#### **ARTICLE XXVI**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXVII**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **ARTICLE XXVIII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXIX**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

Consultant shall retain staff with the following licenses/certifications:

- California Licensed Landscape Architect
- Qualified Biologist
- Arborist
- Qualified Stormwater Pollution Prevention Plan Developer (QSD)

#### **ARTICLE XXX**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be



brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXXI**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is John Kahling, P.E., Deputy Director, Engineering, Headington Engineering Division, Community Development Services, Department of Transportation, or successor.

**ARTICLE XXXII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**ARTICLE XXXIII**

**Partial Invalidity:** If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXXIV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.


**ARTICLE XXXV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XXXVI**


**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
\_\_\_\_\_  
John Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Division  
Community Development Services  
Department of Transportation

Dated: 03/23/18

**Requesting Department Concurrence:**

By:   
\_\_\_\_\_  
FOR Rafael Martinez, Director  
Community Development Services  
Department of Transportation

Dated: MARCH 23, 2018



IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By:  (AS) Dated: 3/27/18

Purchasing Agent  
"County"

--WHITNEY ENVIRONMENTAL CONSULTING, INC.

dba

FOOTHILL ASSOCIATES--

By:  Dated: 03/19/2018

Paul Weller  
President  
"Consultant"

By:  Dated: 03/19/2018

Dianne Ransby  
Chief Financial Officer/  
Corporate Secretary

**Whitney Environmental Consulting, Inc.  
Db a Foothill Associates**

**Exhibit A**

**Scope of Work**

Consultant shall perform all services necessary for the completion of landscape and revegetation design, including design plans, technical specifications, and cost estimates, obtain all jurisdictional permits for construction, and provide construction support for the U.S. 50/Silva Valley Interchange – Phase 1 Landscape Project.

**SCHEDULE AND DELIVERABLES**

Any changes to the schedule or deliverables for the tasks listed below shall be communicated with and approved by County's Contract Administrator. Unless otherwise indicated below, Consultant shall submit all draft and final deliverables in MS Word and/or MS Excel, and PDF versions to County for review and approval, and shall incorporate any of County's comments into the final versions, as applicable.

**TASK 1 – PROJECT MANAGEMENT & COORDINATION (WBS D010I)**

Consultant shall direct the Project team and coordinate with County including, but not limited to, meetings, telephone coordination and conferences, monitoring schedule and budget performance, and preparing monthly progress reports, invoices, and schedule updates for County. Consultant shall attend one (1) Project kickoff meeting with County to discuss Project objectives, constraints, and the schedule of work and deliverables for the Project. Consultant shall manage the Project by tracking the schedule, budget, and deliverables. Consultant shall also attend a meeting with County to discuss County and Caltrans comments on Consultant's deliverables, if determined to be necessary by County. Consultant shall create and maintain an Action Item Log for the Project, which shall include each required action encountered, the responsible decision-maker for that action, and the date the decision was made or the action was taken.

**Deliverables:**

- Project kickoff meeting minutes, including one (1) MS Word and one (1) PDF version.
- Progress Reports, schedule updates, and the Action Item Log.

**Schedule:**

- Consultant shall attend a Project kickoff meeting within one (1) week of receipt of the Notice to Proceed (NTP) from County.
- Consultant shall submit the Project kickoff meeting minutes to County within one (1) week of the Project kickoff meeting.



- Progress Reports and the Action Item Log shall be submitted to County monthly for the duration of the Project.

## **TASK 2 – CONDUCT SITE VISITS (WBS P500P)**

Consultant shall conduct any necessary site visits in order to confirm the site conditions for the Project. Consultant shall prepare and sign a written Memorandum of Field Findings following the completion of the site visit(s).

### **Deliverables:**

- Memorandum of Field Findings for the site visit(s), including one (1) MS Word and one (1) PDF version.

### **Schedule:**

- Consultant shall conduct any necessary site visit(s) within one (1) week of receipt of the NTP from County.
- Consultant shall submit the Memorandum of Field Findings to County within one (1) week of conducting the site visit(s).

## **TASK 3 – PREPARE 30% LANDSCAPING/REVEGETATION PLANS AND PRELIMINARY ENGINEER’S ESTIMATE (WBS P425P)**

Consultant shall review all documents provided by County related to the Project and use the information to prepare the 30% Landscaping/Revegetation Plans with proposed planting and irrigation areas within existing Caltrans right-of-way. Consultant shall prepare a preliminary landscape construction cost estimate (Engineer’s Estimate), including preliminary landscape irrigation and constructions costs as well as plant establishment period costs. The Preliminary Engineer’s Estimate shall be in accordance with the most recent Caltrans Cost Data, using quantities and associated costs similar to the Project and information available from recent similar projects within County. County will provide AutoCAD base map topography and digital construction contract plans. The 30% Landscaping/Revegetation Plans shall be in accordance with the most current Caltrans Plans Preparation Manual and Caltrans Landscape Architecture Plans, Specifications, and Estimate (PS&E) Guide and Caltrans Standard Plans.

Consultant shall prepare a Mitigation Measure Resolution Table (MMR Table) indicating how each mitigation measure shall be addressed in the landscape plans and in the landscape construction contract specifications, including a list of the proposed trees to be planted. Consultant shall also prepare a Technical Memorandum, signed and stamped by Consultant’s Licensed Landscape Architect, which contains the following elements:

- Proposed replanting ratios.
- Anticipated plant survival rates, including ratio of survival and estimated years for plants to become established without further irrigation.

- Increases to proposed planting, if any, to account for plant survival rates.
- Proposed irrigation type and whether or not the irrigation shall be removed at the end of the five (5) year plant establishment period.
- The time frame for when the plants are expected to be self-sustaining.

County will submit Consultant's plans and MMR Table to Caltrans for review.

**Deliverables:**

- 30% Landscaping/Revegetation Plans, including one (1) hard copy, one (1) electronic PDF version, and one (1) AutoCAD version.
- Preliminary Engineer's Estimate, including one (1) MS Excel and one (1) electronic PDF version.
- MMR Table, including one (1) MS Excel and one (1) electronic PDF version.
- Technical Memorandum, including one (1) MS Word and one (1) electronic PDF version.

**Schedule:**

- Consultant shall submit the 30% Landscaping/Revegetation Plans to County within two (2) weeks of the site visit(s) completed under Task 2.
- Consultant shall submit the Preliminary Engineer's Estimate to County within two (2) weeks of the site visit(s) completed under Task 2.
- Consultant shall submit the MMR Table to County within two (2) weeks of the site visit(s) completed under Task 2.
- Consultant shall submit the Technical Memorandum to County within two (2) weeks of the site visit(s) completed under Task 2.

**TASK 4 – PREPARE 60% LANDSCAPING/REVEGETATION PLANS AND ENGINEER'S ESTIMATE (WBS D215I)**

Consultant shall prepare the 60% Landscaping/Revegetation Plans, showing all proposed planting areas, types of plants, and proposed irrigation and water sources. The 60% Landscaping/Revegetation Plans shall be in accordance with the most recent Caltrans Plans Preparation Manual guidelines. Consultant shall also prepare an updated Engineer's Estimate reflecting any changes that may be required following County's review of the Preliminary Engineer's Estimate.

Consultant shall provide a list of all construction landscape bid items and their estimated costs as well as an itemized estimate of plant establishment period costs. Bid items shall be numbered in accordance with current Caltrans Standard Specification numerical billing. Consultant shall also update the MMR Table and Technical Memorandum, incorporating any changes as necessary. Prior to the 60% Landscaping/Revegetation Plans submittal for County and Caltrans review, Consultant



shall perform an internal peer review and prepare an updated contract items list if necessary.

Consultant shall prepare a set of responses to County and Caltrans' comments following County and Caltrans' review of the 30% Landscaping/Revegetation Plans submittal.

**Assumptions:**

- County will pay all irrigation fees during construction and during the plant establishment period.
- County will include the required mitigation measures and permitting requirements from the environmental permits in the specifications.

**Deliverables:**

- 60% Landscaping/Revegetation Plans, including one (1) electronic PDF version, one (1) hard copy, and one (1) AutoCAD format for County and Caltrans review.
- Responses to County and Caltrans' comments on the 30% Landscaping/Revegetation Plans submittal, including one (1) MS Excel and one (1) electronic PDF version.
- Updated Engineer's Estimate, including one (1) MS Excel and one (1) electronic PDF version.
- Updated MMR Table, including one (1) MS Excel and one (1) electronic PDF version.
- Updated Technical Memorandum, including one (1) MS Word and one (1) electronic PDF version.
- Updated contract items list, if necessary, including one (1) MS Excel and one (1) electronic PDF version.
- List of construction landscape bid items, including one (1) MS Excel and one (1) electronic PDF version.

**Schedule:**

- Consultant shall submit the 60% Landscaping/Revegetation Plans to County within four (4) weeks of receipt of County and Caltrans comments on 30% Landscaping/Revegetation Plans submittal.
- Consultant shall submit the responses to County's comments on the 30% Landscaping/Revegetation Plans submittal, updated Engineer's Estimate, updated MMR Table, updated Technical Memorandum, updated contract items list, and updated list of construction bid items to County within four (4) weeks of receipt of County's comments on the 30% Landscaping/Revegetation Plans submittal.

## **TASK 5 – JURISDICTIONAL PERMITS (WBS DPS05)**

Consultant shall prepare all necessary exhibits as well as draft and final versions of the Section 401 Clean Water Act (CWA) Water Quality Certification application, Section 404 CWA Nationwide 23 Permit application, and the Section 1602 Streambed Alteration Notification in order to obtain the applicable permits. Consultant shall act as the liaison on behalf of County and coordinate with the applicable approving agencies to obtain the jurisdictional permits. County will be responsible for paying all associated fees.

### **Required Permits:**

- Section 401 CWA Water Quality Certification from the Regional Water Quality Control Board.
- Section 404 CWA Nationwide 23 Permit from the US Army Corps of Engineers (ACOE).
- Section 1602 Streambed Alteration Notification from the California Department of Fish and Wildlife.

### **Deliverables:**

- Draft Section 404 CWA Nationwide 23 Application, including one (1) MS Word and one (1) electronic PDF version.
- Final Section 404 CWA Nationwide 23 Application, including one (1) electronic PDF version and one (1) hard copy.
- Draft Section 401 CWA Water Quality Certification Application, including one (1) MS Word and one (1) PDF version.
- Final Section 401 CWA Water Quality Certification Application, including one (1) electronic PDF version and one (1) hard copy.
- Draft Section 1602 Streambed Alteration Notification, including one (1) MS Word and one (1) electronic PDF version.
- Final Section 1602 Streambed Alteration Notification, including one (1) electronic PDF version and one (1) hard copy.

### **Schedule:**

- Consultant shall submit the draft jurisdictional permit applications to County within one (1) week of receipt of County's comments on the 60% Landscaping/Revegetation Plans and Engineer's Estimate.
- Consultant shall submit the final jurisdictional permits to the applicable approving agencies within three (3) days of receipt of County's comments on the draft jurisdictional permit applications and receipt of associated fees from County.



## **TASK 6 – PREPARE 90% LANDSCAPING/ REVEGETATION PLANS, TECHNICAL SPECIFICATIONS, AND ENGINEER’S ESTIMATE (WBS D300I AND D315I)**

Consultant shall address any comments from County and Caltrans on the 60% Landscaping/Revegetation and Engineer’s Estimate submittal, prepare the 90% Landscaping/Revegetation Plans and Technical Specifications, and update the Engineer’s Estimate to reflect any changes made. The Technical Specifications shall be in accordance with the most current Caltrans Standard Specifications and Special Provisions (SSPs) format and guidelines. Unedited Caltrans Special Provisions will be provided by County and Consultant shall make any necessary edits prior to the 90% Landscaping/Revegetation Plans, Technical Specifications, and Engineer’s Estimate submittal. The Technical Specifications shall address the Project site preparation, seeding, planting, irrigation, and necessary plant establishment period. The plant establishment period specifications shall include a minimum frequency for the Project site maintenance and replacement of plantings and irrigation. Consultant shall prepare the required technical special provisions for Division II-X and County will compile with the Division I County boilerplate specifications to be used for the contract bid documents, both of which shall be in accordance with the 2015 Caltrans Standard Specifications.

Consultant shall also update the MMR Table and Technical Memorandum. Prior to preparing the 90% Landscaping/Revegetation Plans, Technical Specifications, and Engineer’s Estimate submittal, Consultant shall review the plans and prepare an updated contract items list. Consultant shall compile the Technical Specifications using the items list to collect and edit the latest Caltrans SSPs. Consultant shall also prepare and submit one (1) set of special provisions and the Engineer’s Estimate to County.

### **Activities:**

- Review and comment on County’s compiled technical specifications.
- Review the 90% special provisions for consistency with the Landscape/Revegetation Plans, Technical Specifications, and Engineer’s Estimate.
- Review the 90% Landscape/Revegetation Plans for any omissions, conflicts, or incompatible details.
- Prepare and reconcile an independent set of structure quantities.
- Update the independent check calculations, if necessary.

### **Assumptions:**

- County will compile the contract bid document technical specifications based on Consultant’s Technical Specifications.
- County will submit Consultant’s plans, specifications, and MMR Table to Caltrans for its review.

**Deliverables:**

- Response to County and Caltrans' comments on the 60% Landscaping/Revegetation and Engineer's Estimate review.
- 90% Landscape/Revegetation Plans, including three (3) hard copies, one (1) electronic PDF (11x17) version, and one (1) AutoCAD version.
- 90% Technical Specifications, including three (3) hard copies, one (1) MS Word version, and one (1) electronic PDF version.
- 90% Engineer's Estimate, including three (3) hard copies, one (1) MS Excel version, and one (1) electronic PDF version.
- Updated MMR Table, including one (1) MS Excel and one (1) electronic PDF version.
- Updated Technical Memorandum, including one (1) MS Word and one (1) electronic PDF version.
- Comments to County's compiled special provisions, including one (1) MS Word and one (1) electronic PDF version.

**Schedule:**

- Consultant shall submit the 90% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate to County within four (4) weeks of receipt of County's comments on the 60% Landscape/Revegetation Plans and Engineer's Estimate and County's boilerplate specifications.
- Consultant shall submit the updated MMR Table and updated Technical Memorandum to County within four (4) weeks of receipt of County's comments on the 60% Landscape/Revegetation Plans and Engineer's Estimate.
- Consultant shall submit the comments on County's technical specifications to County within four (4) weeks of receipt of County's technical specifications.

**TASK 7 – PREPARE STORM WATER POLLUTION PREVENTION PLAN (WBS P510P)**

Consultant's QSD shall prepare draft and final versions of the Storm Water Pollution Prevention Plan (SWPPP), including supporting calculations for the Project in accordance with the Caltrans SWPPP/Water Pollution Control Program (WPCP) Preparation Manual, dated March 2011 and Caltrans Stormwater Quality Handbook, dated June 2011, which can be obtained using the following website:

[http://www.dot.ca.gov/hq/construc/stormwater/documents/SWPPP\\_Prep\\_Manual\\_June2011.pdf](http://www.dot.ca.gov/hq/construc/stormwater/documents/SWPPP_Prep_Manual_June2011.pdf)

Consultant shall also provide County with the information necessary for County to apply for a Notice of Intent (NOI) for Project construction with the Regional Water Quality Control Board.



**Assumptions:**

- County will be responsible for preparing and submitting the NOI.

**Deliverables:**

- Draft SWPPP, including one (1) electronic PDF version.
- Final SWPPP, including one (1) electronic PDF version and two (2) hard copies.

**Schedule:**

- Consultant shall submit the Draft SWPPP to County within one (1) week of receipt of County's comments on the 90% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate.
- Consultant shall submit the Final SWPPP and information necessary to apply for the NOI to County within one (1) week of receipt of County's comments on Draft SWPPP.

**TASK 8 – PREPARE 100% LANDSCAPING/REVEGETATION PLANS, TECHNICAL SPECIFICATIONS, AND ENGINEER'S ESTIMATE (WBS D405I)**

Consultant shall address any comments received on the 90% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate submittal and prepare the 100% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate to reflect any changes made to the plans following County's and other jurisdictional agencies' review. Prior to submittal to County, Consultant shall perform an independent quality assurance/quality control (QA/QC) review of the 100% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate package and incorporate any appropriate revisions.

If necessary, Consultant shall update and finalize the MMR Table and the Technical Memorandum. The Final MMR Table and Technical Memorandum shall be signed and stamped by Consultant's Landscape Architect and submitted with the 100% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate.

**Activities:**

- Prepare the 100% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate, incorporating any of County's or other jurisdictional agencies' comments from the 90% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate submittal.
- Perform an independent quality assurance/quality control (QA/QC) review of the 100% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate.

**Deliverables:**

- Response to County and Caltrans' comments received on the 90% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate submittal.

- 100% Landscaping/Revegetation Plans, including one (1) electronic PDF (11x17) version, three (3) hard copies, and one (1) AutoCAD version.
- 100% Technical Specifications, including one (1) electronic PDF (11x17) version and three (3) hard copies.
- 100% Engineer's Estimate, including one (1) electronic PDF (11x17) version and three (3) hard copies.
- Final MMR Table, including one (1) MS Excel and one (1) electronic PDF version.
- Final Technical Memorandum, including one (1) MS Word and one (1) electronic PDF version.

**Schedule:**

- Consultant shall submit the 90% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate comments, 100% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate, Final MMR Table, and Final Technical Memorandum to County within four (4) weeks of receipt of County's or other jurisdictional agencies' comments on the 90% Landscape/Revegetation Plans, Technical Specifications, and Engineer's Estimate submittal.

**TASK 9 – BIDDING AND AWARD ASSISTANCE, AND CONSTRUCTION SUPPORT ASSISTANCE (WBS C105E)**

Consultant shall be available to County to provide on-going consultation and interpretation of construction documents during advertisement of Project construction and construction of Project. Consultant shall coordinate the format and content of any deliverables determined necessary by County for this Task.

**Activities:**

- Attend one (1) pre-construction meeting, as requested by County.
- Provide ongoing consultation and interpretation of construction contract documents prior to Project construction, including answering and documenting questions from prospective bidders, preparing any necessary construction contract addenda, and bid analysis, as requested by County.
- Review and approve submittals, as requested by County.
- Respond to requests for information and prepare plans and/or specifications modifications for contract change orders, as requested by County.
- Attend Project site visits, as requested by County.
- Assist County in preparing and delivering the final as-built plans using marked prints provided by County's construction contractor's Resident Engineer, as requested by County.



**Deliverables:**

- Construction contract addenda and bid analysis, as applicable.
- Responses to requests for information and plan and/or specification modifications for contract change orders, as applicable.

**Assumptions:**

- For budgeting purposes, Consultant shall not exceed eighty (80) hours for the activities associated with this Task.

**Schedule**

- Consultant shall submit any requested deliverables to County within one (1) week of receipt of written request from County.

**ADDITIONAL INFORMATION**

The following items and services will be provided to Consultant by County throughout the duration of the Project.

- Surveys and base mapping.
- Right-of-way engineering.
- Utility coordination.
- Traffic handling plan/design.
- Technical specifications incorporation into the contract documents.
- Advertisement for Construction
- Notice to Bidders, Appendices, Draft Contract and Proposal, and assembling of the contract documents specifications.

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

**Exhibit B**

**Rate Schedule**

Consultant's services 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.....	\$60.00 – 80.00
Associate Technical Staff.....	\$85.00 – 110.00	Administrative Staff.....	\$60.00 – 100.00
Assistant Technical Staff.....	\$60.00 – 85.00		

**Direct Costs:**

Photocopy.....	\$0.10 per copy	Mileage.....	see below
Black & White Graphic (11x17).....	\$0.35 each	All-Terrain Vehicle.....	\$150 per day
Color Graphics (8½x11).....	\$1 each	GPS Unit.....	\$110 per day
Color Graphics (11x17).....	\$2 each	GPS App on Tablet.....	\$10 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	Property Analysis Record	\$600 per run
CAD Line Plot		Incubator.....	\$400 per month
Black & White.....	\$6/linear foot	Laser Level and Rod.....	\$75 per day
Color.....	\$12/linear foot	Rod.....	\$25 per day
CAD Photo Plot		GPS Tablet.....	\$150 per day
Bond Paper.....	\$20/linear foot	Pressure Transducer .....	\$125 per day
Gloss Paper.....	\$30/linear foot	(GW-WL16)	
Binding Fees		Stream Gage (Sigma-950AV)...	\$700 per day
Small Reports.....	\$3.00 each	Water Analysis.....	\$6-8 per sample
Large Reports.....	\$5.00 each	Records Searches.....	see below
Binders.....	\$20.00 each		
Digital Files (on CD/DVD).....	\$5 per CD/DVD		



**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 III, Compensation for Services, 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 III, Compensation for Services, of this Agreement and are subject to prior written approval by County's Contract Administrator.