

AGREEMENT FOR SERVICES #708-S0710  
AMENDMENT II

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This Amendment I to that Agreement for Services #708-S0710, 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 Environmental Stewardship & Planning, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1621 13<sup>th</sup> Street, Sacramento, CA 95814.; (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, Consultant has been engaged by County to provide environmental documentation, including final CEQA and NEPA documents necessary for the construction of a Class I bicycle path for the Department of General Services, Airports, Parks and Grounds Division, in accordance with Agreement for Services #708-S0710, dated May 2, 2007, and Amendment I, dated March 4, 2008, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend the term of said Agreement, hereby amending **Article I – Scope of Services, Article II – Term, and Article III – Compensation for Services** ; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #708-S0710 shall be amended a second time as follows:

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**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish the personnel, equipment, and services necessary to provide environmental documentation, including final CEQA and NEPA documents necessary for the construction of a Class I bicycle path on the El Dorado Trail within the Sacramento-Placerville Transportation Corridor between Forni Road and Missouri Flat Road for the General Services Department. Services shall be in accordance with Exhibit "A", marked " El Dorado Trail Project Scope of Work, Exhibit "B", marked " El Dorado Trail Project Forni Road to Missouri Flat Road Segment Environmental Permitting Scope of Work, and Exhibit "C", marked Sacramento Placerville Transportation Corridor Forni Road to Missouri Flat Road Scope of Work, incorporated herein and made by reference a part hereof.

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of May 2, 2007 through May 2, 2009.

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant upon completion of each task and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A", Exhibit "B", and Exhibit "C". The total amount of this Agreement, as amended, shall not exceed \$77,537.45.

Except as herein amended, all other parts and sections of that Agreement #708-S0710 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

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

Jordan Postlewait  
Airports, Parks and Grounds Manager

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

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

George W. Sanders  
Interim Director  
General Services

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to that Agreement for Services #708-S0710 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

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

Dated: \_\_\_\_\_

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

Chairman  
Board of Supervisors  
"County"

**ATTEST:**  
Cindy Keck, Clerk  
of the Board of Supervisors

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

Deputy Clerk

**-- CONSULTANT --**

Dated: \_\_\_\_\_

Environmental Stewardship & Planning, Inc.,  
A California Corporation

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

Steve Peterson  
President  
"Consultant"

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

Corporate Secretary

Dated: \_\_\_\_\_

**EXHIBIT "C"**  
**Agreement No. 708-S0710 with Environmental Stewardship and Planning**

**Sacramento Placerville Transportation Corridor  
Forni Road to Missouri Flat Road**

**Scope of Work**

**Task 1: Project Management**

Additional time required for coordination with County staff, CalTrans, Cunningham Engineering, State and Federal Agencies.

**Task 2: Biological Assessment and Natural Environment Study**

Preparation of environmental documentation including Biological Assessment and Natural Environment Study as required by the National Environmental Policy Act (NEPA)

**Task 3: Final Wetland Delineation**

Additional site visits necessary to coordinate right-of-way staking and finalize wetlands delineation per requirements of the United States Army Corps of Engineers.

<b>Task</b>	<b>Cost</b>
Task 1: Project Management	\$3,775.00
Task 2: Biological Assessment and NES	\$16,200.63
Task 3: Final Wetland Delineation	\$,3,471.83
<b>Total:</b>	<b>\$23,447.45</b>

**ORIGINAL**

**COPIY**

AGREEMENT FOR SERVICES # 708-S0710  
AMENDMENT I

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This Amendment I to that Agreement for Services # 708-S0710, 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 Environmental Stewardship and Planning, duly qualified to conduct business in the State of California, whose principal place of business is 1621 13<sup>th</sup> Street, Sacramento, CA 95814, (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, Consultant has been engaged by County to provide environmental documentation, including final CEQA and NEPA documents necessary for the construction of a Class I bicycle path for the General Services Department, in accordance with Agreement for Services # 708-S0710, dated May 2, 2007, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed expand the scope and increase compensation by \$10,340.00 of said agreement, hereby amending **ARTICLE I – Scope of Services** and **ARTICLE III – Compensation for Services**; and

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XIII – Notice to Parties** and **ARTICLE XXI – Administrator**; and

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services # 708-S0710 shall be amended a first time as follows:

**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish the personnel, equipment, and services necessary to provide environmental documentation, including final CEQA and NEPA documents, necessary for the construction of a Class I bicycle path on the El Dorado Trail within the Sacramento-Placerville Transportation Corridor between Forni Road and Missouri Flat Road for the General Services Department. Services shall be in accordance with Exhibit "A", marked "El Dorado Trail Project Scope of Work", and Exhibit "B", marked "El Dorado Trail Project Forni Road to Missouri Flat Road Segment Environmental Permitting Scope of Work", incorporated herein and made by reference a part hereof.

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant upon completion of each task and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A" and Exhibit "B". The total amount of this Agreement, as amended, shall not exceed \$54,090.00.

**ARTICLE XIII**

**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:

COUNTY OF EL DORADO  
GENERAL SERVICES  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: JORDAN POSTLEWAIT, MANAGER OF AIRPORTS, PARKS, AND GROUNDS

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.  
THE JEFFERY BUILDING  
2830 EYE STREET, SUITE 304  
SACRAMENTO, CA 95816  
ATTN: STEVE PETERSON

or to such other location as the Consultant directs.

Except as herein amended, all other parts and sections of that Agreement #708-S0710 shall remain unchanged and in full force and effect.

**ARTICLE XXI**

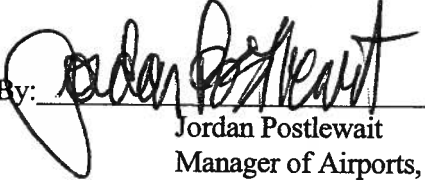
**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jordan Postlewait, Manager of Airports, Parks, and Grounds, General Services Department, or successor.

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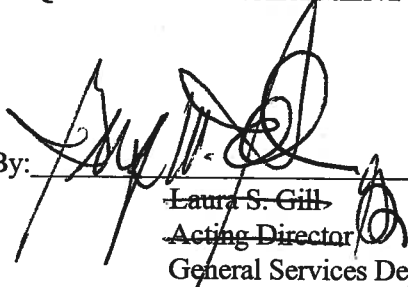
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**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 2/20/09  
Jordan Postlewait  
Manager of Airports, Parks, and Grounds  
General Services Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 5/8/09  
~~Laura S. Gill~~  
~~Acting Director~~  
General Services Department  
GEORGE W. SAUNDERS  
INTERIM DIRECTOR

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #708-S0710 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

Dated: 3/4/08  
By: [Signature]  
Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: [Signature] Date: 3/4/08  
Deputy Clerk

-- CONSULTANT --

Dated: \_\_\_\_\_

ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.  
A CALIFORNIA CORPORATION

By: [Signature]  
Steve Peterson  
President  
"Consultant"

Dated: 4/7/08

By: [Signature]  
Corporate Secretary



# ORIGINAL

## AGREEMENT FOR SERVICES #708-S0710

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Environmental Stewardship and Planning, duly qualified to conduct business in the State of California, whose principal place of business is 1621 13<sup>th</sup> Street, Sacramento, CA 95814, (hereinafter referred to as "Consultant");

### WITNESSETH

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide environmental documentation, including final CEQA and NEPA documents necessary for the construction of a Class I bicycle path for the General Services Department; and

**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; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is 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 31000;

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

## **ARTICLE I**

**Scope of Services:** Consultant agrees to furnish the personnel, equipment, and services necessary to provide environmental documentation, including final CEQA and NEPA documents, necessary for the construction of a Class I bicycle path on the El Dorado Trail within the Sacramento-Placerville Transportation Corridor between Forni Road and Missouri Flat Road for the General Services Department. Services shall be in accordance with Exhibit "A", marked "El Dorado Trail Project Scope of Work", incorporated herein and made by reference a part hereof.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year from the date thereof.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant upon completion of each task and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A". The total amount of this Agreement shall not exceed \$43,750.00.

## **ARTICLE IV**

**Conformity with Statutes, Decisions, Guidelines and Ordinance:** Consultant agrees and understands that the assessment and environmental documentation shall be in conformity with all applicable State statutes, including but not limited to CEQA (Public Resource Code, §21000 et seq.), State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto as last amended, the Environmental Guidelines (objectives, criteria, and procedures required pursuant to CEQA) last adopted by the County, and in the format presently prescribed by the County. Conformity with any relevant judicial decisions, guidelines, or ordinances is also required. The documentation shall be prepared as accurately and objectively as reasonably possible.

## **ARTICLE VI**

**Relationship between Parties; Work Standards:** 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 term hereof.

Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of the documentation in a professional manner.

## **ARTICLE VII**

**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.

## **ARTICLE VIII**

**Materials and Equipment:** Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of such equipment.

## **ARTICLE IX**

**Data Developed in Public Domain:** All information, data, maps, charts, and studies developed by Consultant which are made a part of the Administrative Draft Documentation, the Draft Documentation or the Final Documentation, are in the public domain and may be used by the Consultant or the County as property within the public domain. Consultant by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft Documentation, Draft Documentation or Final Documentation.

## **ARTICLE X**

**Documents, Maps, and Photographs Developed are County Property:** All original documents, maps, charts, photographs, and other material prepared by the Consultant which are made a part of the Administrative Draft Documentation, Draft Documentation, or Final Documentation shall be the property of the County and shall be delivered to the County prior to final payment.

## **ARTICLE XI**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XII**

### **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 on 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.

- B. **Bankruptcy:** This Agreement, at the option of the 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 seven (7) calendar days upon written notice by County for any reason. 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 contract. 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. 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.

**ARTICLE XIII**

**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:

COUNTY OF EL DORADO  
GENERAL SERVICES  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: DAN BOLSTER, PARKS PROJECT COORDINATOR

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.  
THE JEFFERY BUILDING  
2830 EYE STREET, SUITE 304  
SACRAMENTO, CA 95816  
ATTN: STEVE PETERSON

or to such other location as the Consultant directs.

**ARTICLE XIV**

**Indemnity:** The Consultant shall defend, indemnify and hold harmless the County, their officers, agents and employees from and against claims, demands, liability costs and expenses of whatever nature, including but not limited to, court costs, damages and reasonable counsel fees arising out of injury to, or death of any person or persons or loss of, or damage to any property to the extent resulting from the willful acts of negligence of Consultant, his agents, employees, licenses, sub, or sub-contractors in the making of performance of this Agreement. Any allocation of comparative fault shall not affect the duty to defend and any allocation, adjustment or reimbursement shall take place at time of final judgment.

**ARTICLE XV**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the 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 above 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 the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the 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 thirty (30) days prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the 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 the 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 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

#### **ARTICLE XVI**

**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 XVII**

**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 XVIII**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XIX**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XX**

**County Business License:** 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 Code Section 5.08.070.

#### **ARTICLE XXI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Jordan Postlewait, Manager of Airports, Parks, and Grounds, General Services Department, or successor.

#### **ARTICLE XXII**

**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 to the obligations set forth herein.

#### **ARTICLE XXIII**

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

#### **ARTICLE XXIV**

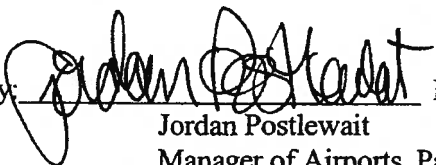
**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XXV**

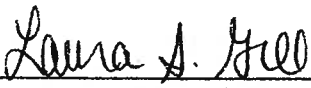
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.



**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 4/17/07  
Jordan Postlewait  
Manager of Airports, Parks, and Grounds  
General Services Department

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 4/18/07  
Laura S. Gill  
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: 5/2/07

By: Bonnie H. Rich  
Bonnie H. Rich, Purchasing Agent  
Chief Administrative Office  
"County"

-- CONTRACTOR --

Dated: 4/25/07

ENVIRONMENTAL STEWARDSHIP & PLANNING, INC.  
A CALIFORNIA CORPORATION

By: Steve Peterson  
Steve Peterson  
President  
"Consultant"

Dated: 4/25/07

By: Amanda K. Rose  
Corporate Secretary

# EXHIBIT "A"

## EL DORADO TRAIL PROJECT SCOPE OF WORK.

### Phase I – Identify Project Opportunities and Constraints

**Task I-1. Coordination with County Staff Members and the County's Engineering Contractor.** The ESP team will work with the County Division of Airports Parks and Grounds to coordinate the kickoff of the project and conduct an initial site visit along the proposed alignment. This session will include discussion of the environmental work plan (described herein) and engineering work plan, identify a unified environmental planning and engineering schedule. It is assumed that the County will provide ESP with conceptual plans for trail improvements within four weeks after the initial site visit.

ESP will conduct informal coordination with Caltrans Environmental and Cultural Resources staff members to discuss the PES, literature reviews and site investigation methodologies, as well as any other project-related topics of concern.

**Task I-2. Biological Field Surveys.** The ESP team will conduct field surveys to evaluate biological resources along the proposed alignment. This information will be used to prepare the Biological Technical Report. The reconnaissance-level surveys will be conducted to determine the probability of occurrence of special-status species along the proposed alignment based on vegetative cover types as well as habitat requirements and historic range of the species. Field surveys will include cover type mapping, botanical inventories, wildlife surveys, and surveys for sensitive and regulated habitats, such as waters and wetlands protected under Section 404 of the Clean Water Act or 1600 of the California Fish and Game Code.

**Task I-3. Biological Technical Report.** The ESP Team will prepare a Biological Resources Technical Report. The technical report will include a comprehensive biological setting, which details the existing biological resources at and surrounding the project alignment. The setting will include a discussion of current regulatory requirements pertaining to biological resources.

The Report will also include an analysis of impacts and mitigation for the proposed project.

**Task I-4. Preliminary Waters/Wetland Delineation.** A preliminary jurisdictional delineation of "waters of the United States" (waters), including wetlands, under the regulatory authority of the U.S. Army Corps of Engineers (Corps) will be conducted. This will provide the basic data necessary to determine the extent of federal and state jurisdiction over any channels or wetlands.

The preliminary wetland delineation will be conducted in accordance with the 1987 Corp of Engineers Wetland Delineation Manual (Environmental Laboratory, 1987)<sup>1</sup>, and in conformance with regional delineation requirements imposed by the Sacramento District

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<sup>1</sup>Environmental Laboratory. 1987. *Corps of Engineers Wetlands Delineation Manual*. Wetlands Research Program, Technical Report Y-87-1. U.S. Army Engineers Waterways Experiment Station. Vicksburg, Mississippi.

Corps office. The delineation will examine the site for the presence of hydrophytic vegetation, wetland hydrology, and hydric soils. Potential wetland areas will be staked, mapped, and areal coverage estimated.

The ESP team will prepare a preliminary wetland delineation report, including wetland delineation forms and maps. The report will be suitable for submission to the Corps' Sacramento District regulatory office for verification of the acreage of jurisdictional wetlands and waters of the United States. The ESP team will request that the Corps verify the jurisdictional delineation, and will accompany Corps staff to the site. Based on the Corps findings, we will refine the delineation (if necessary), and prepare the final map.

**Task I-5. Prepare Phase I Environmental Site Assessment.**

**Site History.** Padre will research and review pertinent, readily available geologic and hydrogeologic literature, and available historical aerial photographs, Sanborn Fire Insurance Maps, and topographic maps of the Site and surrounding area. Additionally, Padre will interview knowledgeable personnel identified by the County who are familiar with the historical operations at the Site, and will review documents supplied by the current property owner. Additionally, Padre will review available chain of title documents provided by the County.

**Site Reconnaissance.** Padre will perform a reconnaissance of the Site and evaluate the Site and adjacent areas for potential sources of hazardous substances contamination. The reconnaissance will include a detailed site visit to assess the presence of on-site hazardous substances use, storage, treatment, and/or disposal.

**Regulatory Agency Review.** Padre will obtain a current governmental database search report for the Site that will consist of a detailed corridor study (3 miles) for the proposed trail extension and areas within a one-mile radius of the corridor. Padre will also contact applicable municipal, county, state, and federal agencies to review readily available files, records, permits, and known sites lists, as well as interviewing knowledgeable agency personnel.

**Report Preparation.** Padre will prepare and submit a report summarizing the results of their findings, which will present interpretations and recommendations as they pertain to hazardous substances at the Site and adjacent areas. Padre will recommend additional assessment, if warranted, based on information from the assessment. Padre will submit two copies of the final report.

**Task I-6. Cultural Resources Assessment.** Peak will develop an "Area of Potential Effect" or APE for the project area described above. At this time, we assume that there are no buildings present within the APE; should Caltrans or other responsible party require that structures be included in the APE, the scope of work and budget for this task will require modification and mutual agreement of the County and ESP.

Peak will contact the Native American Heritage Commission to request a search of the Sacred Lands files. Letters will then be sent to identified Native Americans who may have concerns about resources in the APE. Peak will also contact the El Dorado County Historical Society/Museum to determine if they have any concerns about the project.

A record search will be conducted for the complete project area through the North Central Information Center of the California Historical Resources Information Center. The search will identify any other surveys or sites in or adjacent to the project area. Historical maps will be reviewed for information on historic period resources within the APE, including the three mining claims that are crossed by this right-of-way.

Peak will review of documentation of the trestle, as prepared by the County's engineering contractor and provided by the County to the ESP team. We anticipate being able to use graphics and documentation of the trestle by the County's engineering consultant to complete a site record for the resource.

A field survey will be made of all previously unsurveyed portions of the project area. All newly identified sites will be photographed and recorded. Sites will be evaluated under the criteria of the National Register of Historic Places.

An Archeological Survey Report will be prepared for the project area. The Historic Properties Survey Report will also be prepared. Drafts of these documents will be prepared and submitted for review by Caltrans. The reports will be revised and re-submitted, with five copies provided.

Based on the results of the survey, other tasks and reports may be required, such as historical evaluations, site testing, and/or finding of effect documents. The outcome of this survey cannot be predicted at this time, and will depend upon the results of the analyses described above and the decisions of Caltrans staff. Should Caltrans or other responsible party require the preparation of additional tasks or reports, the scope of work and budget for this task will require modification and mutual agreement of the County and ESP.

## **Phase II – CEQA and NEPA Compliance**

The second phase of this work plan includes the preparation of compliance documentation for the California Environmental Quality Act (CEQA), as processed by the County of El Dorado as CEQA Lead Agency, and documentation for the National Environmental Policy Act, as processed by the Federal Highway Administration (FHWA) with assistance from Caltrans.

**Task II-1. Coordination with County Staff Members and Caltrans Environmental Staff Members.** The ESP team will work with the County Division of Airports Parks and Grounds to coordinate the project analysis process with Caltrans. This task will include the provision of Phase I technical studies to Caltrans, a site visit and ESP's completion of the Caltrans PEAR checklist.

**Task II-2. – Prepare CEQA and NEPA Environmental Documentation**

ESP will perform Environmental Analysis and Documentation for this project. Based on initial review of the project scope and footprint, documents will be prepared to meet the requirements of CEQA and NEPA for the project.

All the documentation from the tasks associated with environmental analyses in prior steps will be compiled into an Administrative Draft Initial Study (IS)/Mitigated Negative Declaration (MND) and Categorical Exclusion (CE) for review by the County of El Dorado Division of Airports Parks and Grounds (APG) and other County agencies. For budget purposes, we have assumed that the County reviewers will compile all comments onto one, unified comment document.

Deliverables: Administrative Draft IS/MND and CE (five paper copies)

**Revise/Prepare Draft Environmental Document**

After APG and other County agencies review of the IS/MND and CE, ESP will make any needed corrections and changes to the documents and will print a screen check Draft IS/MND and CE. Upon approval of these documents, ESP will print the documents for distribution by the APG.

Deliverables: Draft IS/MND and CE (10 paper copies and one electronic copy)

**Prepare Notices of Intent to Adopt Mitigated Negative Declaration**

ESP will prepare a Notice of Intent to Adopt a Mitigated Negative Declaration (NOIMND) in accordance with CEQA Guidelines Section 15072. This Notice will be circulated and published in the Mountain Democrat newspaper by APG. ESP will hand deliver this Notice and 15 copies of the Draft IS/MND to the State Clearinghouse to expedite the State Agency review process.

Deliverables: Draft NOIMNDs (2) and IS/MND and CEs (30)

**Response to Comments**

Upon completion of the 30-day public review period, ESP will prepare draft responses to comments submitted during the public review period. Any changes in the Draft IS/MND's text necessitated by the comments will also be made and summarized on an erratum sheet.

Deliverables: Response to Comments (10 copies)

**Prepare Final Mitigated Negative Declaration**

After the Transportation Commission and other responsible agencies review, ESP will make any needed corrections and changes to the response to comments document. ESP will print the document for distribution by APG. The Final MND will consist of the following:

- Minor Edits and corrections to the draft documents

- Copies of all comments received, and
- Responses to all comments

County staff members will coordinate the review of the CE document with Caltrans and FHWA and prepare any edits required by this review.

Deliverables: Final MND and CE (30 copies)

**Prepare Draft Mitigation Monitoring Program**

ESP will draft a Mitigation Monitoring Program for the project using the information from the environmental analysis, including the specific mitigation measures, assignments of responsibility, relationships to project phasing, and time frames for implementation identified in the topical impact analyses.

Deliverables: Draft Mitigation Monitoring Program (10 copies)

**SCHEDULE.** The following project schedule can be executed as part of a contractual agreement immediately. The work products identified in Phase I can be completed within fifteen weeks of our receipt of an executed agreement and conceptual designs from the County and its engineering consultant. Phase II Task would be completed within four weeks of our receipt of 65% construction plan set (including erosion control and stormwater pollution prevention plans) prepared by the County and its engineering contractor. The actual delivery date for all documents subsequent to the Administrative Draft IS/MND and CE may be impacted by the workload and responsiveness of Caltrans' environmental staff.

In the event that Caltrans and/or FHWA determines that an Environmental Assessment document is needed to process the project, ESP would develop an additional services scope of work for the County's consideration and approval. ESP would not initiate any additional work without the amendment of our professional services agreement with the County.

**COST ESTIMATE.** Our not-to-exceed cost to provide the regulatory service for this project is \$43,750.00. Table 1 is our cost breakdown by task. Please note that this budget does not include permit-filing fees required for document processing.

Table 1  
Cost Estimate

TASK	COST
Task I-1 – Coordination with Staff and Consultants	\$1,000
Task I-2 – Biological Field Studies	\$2,000
Task I-3 – Biological Technical Report	\$3,500

Task I-4 – Wetland Delineation	\$2,200
Task I-5 – Phase I ESA	\$5,300
Task I-6 – Cultural Resources Assessment	\$9,500
Task II-1 – Coordination	\$850
Task II-2 – CEQA/NEPA Documentation	\$19,400
TOTAL	\$43,750



## **EXHIBIT "B"**

### **EL DORADO TRAIL PROJECT FORNI ROAD TO MISSOURI FLAT ROAD SEGEMENT ENVIRONMENTAL PERMITTING SCOPE OF WORK**

#### **Project Understanding**

El Dorado County is improving the El Dorado Trail west from Ray Lawyer Drive to Missouri Flat Road. The trail extension is approximately three (3) miles in length and the alignment is within the former railroad right-of-way.

Environmental Stewardship and Planning (ESP) is providing a cost schedule to conduct regulatory services including regulatory permit applications potentially involving the State and Federal Endangered Species Acts and Section 404 waters and wetlands.

#### **Work Plan**

##### **Task 1 Corps Permit Application**

Based on the assumption that the total jurisdictional area regulated by the Corps is less than 0.5-acre, ESP will prepare a permit application package for submission to the Corps. There are several activity-specified NWP's that may be applicable for this project. NWP-42 for Recreational Facilities is potentially applicable for the trail project because it specifically authorizes hiking trails, bike paths, and horse paths; however, it precludes the use of "impervious surfaces" in jurisdictional waters. Also, it restricts stream fills to less than 300 feet. Another candidate is NWP-14 for Linear Transportation Crossings, which is intended for highways, railways, trails, and airport runways.

The permit process will require notification procedures detailed in Appendix C of the Nationwide Permit regulations; (33 CFR 330), which will include the submission of an application form, a project description, project purpose, direct and indirect adverse environmental effects, and other NWP's, regional general permits, or individual permits that may be used to authorize other portions of the project, the verified wetland delineation, and a compensatory mitigation proposal to offset permanent losses of waters and/or wetlands. It is assumed that the project designers will develop the wetland mitigation plan with assistance from ESP staff.

**Task 2      Water Quality Certification**

ESP will prepare and submit an application package for a Section 401 Water Quality Certification. The package will be submitted to the Central Valley Regional Water Quality Control Board. The application package will include a complete description of the project, proposed mitigation for project impacts, completed copy of the Section 404 application, completed copy of documentation of coordination with State and Federal fish and wildlife agencies, and an appropriate filing fee for initial review payable to the State Water Resources Control Board (to be provided by applicant).

**Task 3      Streambed Alteration Agreement**

ESP will prepare and submit a Notification of Lake or Streambed Alteration Form (FG2023), a Project Questionnaire Form (FS2024), an application fee (to be provided by the applicant), and a copy of the completed CEQA document to the California Department of Fish and Game (CDFG). It is assumed that ESP will prepare the requisite CEQA document for submission to CDFG.

**Cost Estimate**

Task 1 – Corps Permit Application	\$ 4,190.00
Task 2 - Water Quality Certification	\$ 2,650.00
Task 3 – Streambed Alteration Agreement	\$ 2,650.00
Miscellaneous Expenses	<u>\$ 850.00</u>
Equipment and Supplies	
Photography/Reproduction	
Total Cost (Exhibit “B”)	<u>\$10,340.00</u>