

ORIGINAL

AGREEMENT FOR SERVICES #438-S1611

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 Whitney Environmental Consulting, Inc., a California Corporation, doing business as Foothill Associates, duly qualified to conduct business in the State of California, 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 provide services to perform a Biological Resources Assessment, Wetland Delineation, and Cultural Resources Assessment of the nature trail along the Sacramento Placerville Transportation Corridor (SPTC); 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 and equipment necessary to provide perform Biological Resources Assessment, Wetland Delineation, and Cultural Resources Assessment of the nature trail along the Sacramento Placerville Transportation Corridor (SPTC). Services shall be in accordance with Exhibit "A" marked "Description of Services to be Performed", incorporated herein and made part by reference hereof.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date thereof.

ARTICLE III

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

For the purposes of this Agreement, the billing rate by task is identified in Exhibit "A", hourly billing rates are identified in Exhibit "B" marked "2016 Rate Schedule", incorporated herein and made part by reference hereof.

The total amount of this Agreement shall not exceed \$76,795.00.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. 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
Chief Administrative Office
Parks Division
330 Fair Lane
Placerville, CA 95667

or to such other location as County directs.

In the event that Consultant fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XIX – Default, Termination, and Cancellation.**

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

Ownership of Rights: County and Consultant hereby expressly agree that all plans, details, and calculations produced by Consultant, its agents, representatives, employees, or sub-contractors, shall be considered a "work made for hire" within the meaning of 17 USC Sec. 101. County shall

have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including the copyrights.

ARTICLE VI

Confidentiality of Data: All data and information relative to the County operations, which is designated confidential by the County and made available to the Consultant in order to carry out this Agreement shall be protected by the Consultant from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasions.

The Consultant shall not comment publicly to the press or any media regarding this Agreement or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County's written permission.

ARTICLE VII

Architectural License: The Consultant hereby warrants and represents that Consultant is licensed to practice Landscape Architectural work as required by the State of California. The Consultant agrees to provide professional services that reflect the standards of professional care.

ARTICLE VIII

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 XI

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 X

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XI

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 term hereof.

ARTICLE XII

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 XIII

Independent Consultant/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 terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractor, 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. 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 or its employees.

ARTICLE XIV

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 XV

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 XVI

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 XVII

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 shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

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 XIX

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 XX

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
Chief Administrative Office
Parks Division
330 Fair Lane
Placerville, CA 95667
ATTN: Vickie Sanders, Parks Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

FOOTHILL ASSOCIATES
590 Menlo Drive, Suite 5
Rocklin, CA 95765
ATTN: Kate Kirsh, Vice President

or to such other location as the Consultant directs.

ARTICLE XXI

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 pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County 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 XXII

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. 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 XXIII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's 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 and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 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 or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- 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 Risk Management 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 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. 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 in 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 Risk Management, as essential for protection of the County.

ARTICLE XXIV

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 XXV

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 XXVI

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, medical condition, marital status, age, 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 shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXVII

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 corporation, certifying that it has 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 XXVIII

Nonresident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXIX

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 XXX

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 XXXI

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.

ARTICLE XXXII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Vickie Sanders, Parks Manager, Chief Administrative Office, Parks Division, or successor.

ARTICLE XXXIII

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 XXXVI

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 XXXV

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.


ARTICLE XXXVI

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 XXXVII

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: 
Vickie Sanders
Manager
Chief Administrative Office
Parks Division

Dated: 4/15/16

Requesting Department Head Concurrence:

By: 
Larry T. Combs
Chief Administrative Officer

Dated: 4/19/2016

ASSISTANT CAO

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

-- COUNTY OF EL DORADO --

Dated: 5/3/14

By: [Signature]
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 5/3/14

-- CONSULTANT --

Whitney Environmental Consulting, Inc.
dba Foothill Associates
A California Corporation

By: [Signature]
Meredith Branstad
Vice President
California Landscape
Architect License #5122
"Consultant"

Dated: 04/18/2016

By: [Signature]
Kathleen M.C. Kirsh
President & Corporate Secretary

Dated: 04/18/2016

Exhibit "A"

Description of Services to be Performed

TASK	DESCRIPTION	COST
One:	<p>Biological Resources Assessment</p> <p>Consultant's biologists shall review available materials regarding existing site conditions, biological resources, and wetlands for the natural trail corridor segment between MP 142.3 (El Dorado Road) and MP 126.2 (Latrobe Road Crossing) (e.g. USGS topographic maps, NRCS soils maps, and California Natural Diversity Database). Consultant shall then conduct a field survey to map dominant plant communities on the site, identify sensitive vegetation communities, and evaluate the potential for the site to support special-status plant and wildlife species.</p> <p>Upon completion of the field survey, a biological resources assessment shall be prepared that identifies biological resources and potential biological constraints, assesses of the likelihood of special-status species or habitats to be found on the project site, and provide recommendations for any further studies or permitting that may be required prior to development. The report will include a soil map, CNDDDB graphic, and map of biological communities and constraints. A draft report shall be submitted electronically to the client for review in PDF format. Upon completion of the review by the client, one hard copy and an electronic (PDF) copy of the final report shall be submitted to County.</p> <p>Note: It is assumed that the project extent shall be as identified in the SPTC Natural Trail Implementation Plan.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • One (1) electronic copy of draft Biological Resources Assessment report will be submitted to the SPTC-JPA; and • One (1) bound hard copy and one (1) electronic copy of the final Biological Resources Assessment report will be submitted to the SPTC-JPA and one (1) bound hard copy of the final Biological Resources Assessment report will be submitted to County. 	\$12,640

TASK	DESCRIPTION	COST
Two:	<p>Wetland Delineation</p> <p>Consultant shall conduct a field wetland delineation along the natural trail corridor segment between MP 142.3 (El Dorado Road) and MP 126.2 (Latrobe Road Crossing) located in El Dorado County, California according to the 1987 <i>U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual, the Arid West Supplement, Rapanos Guidelines</i>, and applicable wetlands regulations. Upon completion of the field delineation, Consultant shall prepare a preliminary map of wetlands and other waters of the U.S. on the site according to the requirements as specified in the minimum standards for conducting a wetland delineation by the Sacramento District of the Corps of Engineers. The draft wetland delineation will be provided electronically for SPTC-JPA review in PDF format.</p> <p>If it is determined that a 401 permit is required, the wetland delineation map, report, and request for verification shall be submitted to the U.S. Army Corps of Engineers. If required, Consultant will meet with Corps staff on site to review the delineation and provide any additional information that they request. This scope includes up to sixteen (16) hours of time for providing additional information, such as historical aerials and additional data points, at the request of Corps staff. If additional budget is required to respond to Corps requests, it will be provided on a time and materials basis or as an additional fixed fee.</p> <p>Note: Only the Corps can verify the extent of jurisdictional wetlands or waters of the U.S. It is recommended that non-recoverable funds not be committed based on the preliminary wetland delineation map until it has been finalized and verified by the Corps.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • One (1) electronic copy of draft wetland delineation will be provided to the SPTC-JPA; and • One (1) bound hard copy of the wetland delineation map, report, and request for verification will be submitted to the Corps. 	\$19,850

TASK	DESCRIPTION	COST
<p>Three:</p>	<p>Cultural Resources Assessment</p> <p>The Cultural Resource Assessment scope of work for the trail corridor segment between MP 142.3 (El Dorado Road) and MP 126.2 (Latrobe Road Crossing) includes the following tasks: provide a records search of the right-of-way and a one-quarter mile radius beyond the right-of-way; provide a Native American Heritage Commission sacred lands file search; conduct a field inspection of the right-of-way and produce DPR 523 series record forms; and, prepare cultural resources inventory report following California Office of Historic Preservation guidelines.</p> <p>This scope of work assumes that an average of no more than two (2) sites will be identified per mile of a one hundred (100) -foot wide corridor including railroad and railroad features. Estimated number of cultural resources per mile is based on data from the <i>Sacramento-Placerville Transportation Corridor Draft and Final EIR</i>.</p> <p>The field inspection shall be performed by an archaeologist who meets the Secretary of the Interior’s Professional Qualifications Standards in prehistoric and historical archaeology. Ric Windmiller Consulting will be a subconsultant to Consultant for this task.</p> <p>Deliverables:</p> <ul style="list-style-type: none"> • One (1) digital copy and one (1) hard copy of the report will be provided to County. One (1) bound hard copy each will be retained by the sub-consultant and consultant. One (1) bound hard copy will be provided to the information center; and, • Two (2) copies of each record form will be submitted to the information center. 	<p>\$36,370</p>

TASK	DESCRIPTION	COST
<p>Four:</p>	<p>Project Design Refinement</p> <p>Once the resources studies identified in Tasks One, Two and Three are completed, priority segments of the natural trail corridor between MP 142.3 (El Dorado Road) and MP 126.2 (Latrobe Road Crossing) will be walked by a licensed Landscape Architect with County staff to identify design options for the trail to minimize impacts to regulated resources identified by the resource studies. County staff shall identify the priority segments for field visits.</p> <p>Design solutions will be proposed to eliminate or minimize impacts in order to reduce required permits. Information gathered during the initial field assessment of the corridor (<i>SPTC Natural Trail Implementation Plan, June, 2014</i>) will be used during this task. It is expected that this task will be a refinement of that preliminary information with greater detail made possible by the availability of the completed resources studies, and walking rather than riding through the alignment. While this task does not include preparation of construction drawings, input will be provided to assist County staff with arriving at a final design. Input will be provided on design elements such as:</p> <ul style="list-style-type: none"> • Trail width (minimum and maximum) • Final alignment location • Number, location, and types of crossings and associated construction required to implement the crossings • Location of trail user safety measures including signage <p>The proposed improvements identified by County staff will be reviewed to determine if they are adequately covered by the SPTC Master Plan programmatic EIR, and to identify which regulatory permits will be needed. Up to forty-five (45) hours of labor by a Landscape Architect and 8 hours of labor by a GIS Specialist will be provided for this task.</p>	<p>\$8,115</p>
	<p>TOTAL:</p>	<p>\$76,975</p>

Labor Rates

Rates for Technical Staff

Senior Technical Staff.....	\$110-250
Legal Deposition	\$300
Legal Testimony	\$450
Associate Technical Staff.....	\$85-110
Assistant Technical Staff.....	\$65-85

Rates for CAD/GIS Staff

Senior CAD/GIS Staff.....	\$95-135
Associate CAD/GIS Staff.....	\$80-95
Assistant CAD/GIS Staff.....	\$70-80

Rates for Administrative Staff

Administrative Staff	\$65-90
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Insurance Coverage

Foothill Associates maintains the following insurance coverage:

Type	Amount
Errors and Omissions	\$2,000,000
General Commercial Liability.....	\$2,000,000
Motor Vehicle Liability.....	\$1,000,000
Workers Compensation	Per State of CA Requirements

Meals and Incidentals

Breakfast.....	\$10.00 per day
Lunch	\$15.00 per day
Dinner.....	\$20.00 per day
Incidentals.....	\$5.00 per day

Direct Expenses

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

10% fee on subconsultants and other direct expenses.