

AGREEMENT FOR SERVICES #2072

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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 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, Rockin, California 95765 (hereinafter referred to as "Consultant").

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide regulatory consulting services for the permitting of the SPTC-EDC natural trail from Latrobe Road to Railroad Park and Railroad Park east to Missouri Flat Road; 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 regulatory consulting services for the permitting of the SPTC-EDC natural trail from Latrobe Road to Railroad Park and Railroad Park east to Missouri Flat Road. Services shall be in accordance with Exhibit "A" marked "Scope of Work" 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 the 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 "2018 Rate Schedule", incorporated herein and made part by reference hereof. Consultant may request to reallocate the amounts listed in Exhibit "A" among the various items of work identified therein, subject to the Contract Administrator's written approval.

Total amount of this Agreement shall not exceed \$70,932.00

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, California 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 XIII – 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**

**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 VIII**

**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 IX**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Without prior written consent of County, Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity except as identified Exhibit "A".

## **ARTICLE X**

**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 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. 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 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**

**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 XIII**

##### **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. 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 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 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 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.

#### **ARTICLE XIV**

**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 addressed as follows:

COUNTY OF EL DORADO  
Chief Administrative Office  
Parks Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Vickie Sanders, 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

Notices to Consultant shall be addressed as follows:

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

or to such other location as the Consultant directs.

#### **ARTICLE XV**

**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 XVI**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subconsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVII**

**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 XVIII**

**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 XIX**

**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 XX**

**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 contract 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 the Article in the Agreement titled, "Default, Termination and Cancellation".

## **ARTICLE XXI**

### **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 XXII**

**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 XXIII**

**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 XXIV**

**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 XXV**

**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 XXVI**

**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 XXVII**

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

### **ARTICLE XXVIII**

**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 XXIX**

**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 XXX**

**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 XXXI**

**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 XXXII**

**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.

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

-- COUNTY OF EL DORADO --

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

By: \_\_\_\_\_  
Chair  
Board of Supervisors  
"County"

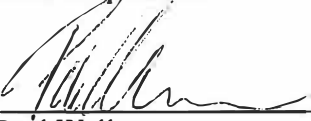
ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

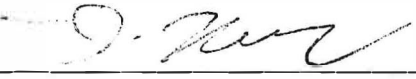
Dated: \_\_\_\_\_

-- CONSULTANT --

WHITNEY ENVIRONMENTAL CONSULTING INC.  
dba FOOTHILL ASSOCIATES  
A California Corporation

By:   
Paul Weller  
Chief Executive Officer &  
"Consultant"

Dated: 02/01/2018

By:   
Dianne Ransby  
Corporate Secretary  
"Consultant"

Dated: 02/01/2018

## EXHIBIT A – SCOPE OF WORK

TASK	DESCRIPTION	COST
ONE:	<p>Clean Water Act Section 404 Nationwide 42 Permit</p> <p>Consultant will prepare a Pre-Construction Notification for submittal to the U.S. Army Corps of Engineers (Corps) pursuant to the requirements for requesting authorization under the Federal Clean Water Act Section 404 Nationwide Permit 42 (NWP 42) “<i>Recreational Facilities</i>” for the 16-mile natural trail corridor segment between MP 126.2 (Latrobe Road Crossing) to the western boundary of Railroad Park and then east of Railroad Park to Missouri Flat Road. Railroad Park will not be included in the 404 Permitting Application or Project Description.</p> <p>Over 62 potential crossings have been identified based on the August 2016 wetland delineation. Consultant will prepare and submit a pre-construction notification to the Corps requesting authorization for the placement of fill in waters of the U.S. associated with the construction of all proposed crossings within the SPTC segment identifies above as “<i>Recreational Facilities</i>” project pursuant to Section 404 of the federal Clean Water Act. The Corps preliminarily concurred with this approach in an October 2016 email to Consultant.</p> <p>This scope of work assumes that impacts associated with the proposed fill will not exceed 0.5 acre or 300 linear feet of streambed, and that any fill proposed for placement within the 100-year floodplain will be completed in a manner consistent with all applicable State and local floodplain management requirements.</p> <p>The submittal will include all relevant project information as required for authorization under the NWP 42, and specified pursuant to 33 CFR 325.1 and 72 FR 11092-11198. The following information is required in order to prepare and submit a complete application submittal package:</p> <ul style="list-style-type: none"> <li>• Surface area of waters to be filled and dredge volume (individual impact footprint by crossing to be provided in usable digital file format by the client or client’s engineer (if available) and analyzed by Consultant. In the absence of design data, Consultant will coordinate with the County and develop a conservative or “worst case” estimate of fill by crossing type;</li> <li>• <i>Aquatic Resources Delineation Report for the Sacramento-Placerville Transportation Corridor Latrobe Road (Mile 126.2) to El Dorado Road (Mile 142.3), El Dorado County, California</i> prepared by Foothill Associates, as well as the December 16, 2016 ±37-Acre <i>El Dorado Trail Extension — Missouri Flat Road to the Town of El Dorado and Missouri Flat Road Bike/Pedestrian Overcrossing Project El Dorado County, California Aquatic Resources Delineation Report</i>;</li> </ul>	\$14,124

- Digital files for the project including the project boundary and/or area of potential effect, as applicable (usable file formats include \*.DWG, \*.DXF, or GIS-shape files, provided by the client);
- Construction drawings or proposed project design details, 11x17 hardcopies and electronic format (provided by the client and/or client's engineer, if available);
- *Biological Resources Assessment for the Sacramento-Placerville Transportation Corridor Latrobe Road (Mile 126.2) to El Dorado Road (Mile 142.3), El Dorado County, California* prepared by Foothill Associates, as well as the January 11, 2016 Railroad Park Biological Resources Assessment and the July 2017 El Dorado Trail Extension – Missouri Flat Road to the Town of El Dorado and Missouri Flat Road Bike-Pedestrian Overcrossing Project Natural Environment Study; and
- *Cultural Resources Inventory and Evaluation for the Sacramento-Placerville Transportation Corridor Latrobe Road (Mile 126.2) to El Dorado Road (Mile 142.3), El Dorado County, California* prepared by Windmiller Consulting, Inc., Registered Professional Archaeologist, as well as cultural resource documentation supporting environmental review for the El Dorado Trail Extension — Missouri Flat Road to the Town of El Dorado and Missouri Flat Road Bike/Pedestrian and the supplemental assessment work proposed by **Task Two**.

Consultant will investigate the most cost and time effective method(s) to mitigate for impacts to waters of the U.S. The payment of in-lieu-fees and/or the purchase of mitigation credits at a Corps-approved mitigation bank will be investigated first. The Cosumnes Floodplain Mitigation Bank currently has in-kind credits available, although credit availability and pricing are both subject to change without notice according to market demand.

Consultant will provide agency liaison through all stages of the Section 404 Permitting process and will address any comments/questions concerning the aforementioned reports and application packet as necessary, up to budgeted amount.

***Deliverables:***

- *One (1) copy of the Section 404 Nationwide 42 Permit Pre-Construction Notification Packet will be submitted to the Corps. A single (1) digital (\*.PDF) copy will be provided to County.*



TASK	DESCRIPTION	COST
TWO:	<p data-bbox="358 254 906 285"><b>Section 106 Cultural Resource Assessment</b></p> <p data-bbox="358 302 1247 758">To meet current requirements for Clean Water Act, Section 404 permit from the U.S. Army Corps of Engineers, the Corps must conduct a National Historic Preservation Act, Section 106 consultation. The purpose of a Section 106 consultation is to avoid unnecessary harm to cultural resources listed on or eligible for the National Register of Historic Places. The Corps requires the applicant to provide professional services that include consulting with the Corps regulatory manager to determine the Area of Potential Effect (APE); provide a records search less than one year old; provide a Native American Heritage Commission sacred lands file search; contact Native Americans listed by the commission to solicit information on the location of sites important to Native tribe(s) and located within the APE; conduct a field inspection of the APE by a qualified archaeologist and produce a technical report.</p> <p data-bbox="358 793 1247 1493">It is anticipated that the <i>Cultural Resources Inventory and Evaluation for the Sacramento-Placerville Transportation Corridor Latrobe Road (Mile 126.2) to El Dorado Road (Mile 142.3), El Dorado County, California</i> prepared by Windmiller Consulting, Inc., Registered Professional Archaeologist will adequately fulfill the requirements for cultural resource assessment documentation required by the Corps under Section 106 of the National Historic Preservation Act for the 16-mile segment between Latrobe Road and El Dorado Road. However, supplemental assessment work and report will be required for the segment between El Dorado Road and the western boundary of Railroad Park. In addition, it is anticipated that the natural trail segment between the eastern boundary of Railroad Park to Missouri Flat Road will be evaluated within the current ongoing cultural resource assessment work for the El Dorado Trail Extension from Missouri Flat Road to the Town of El Dorado. Therefore, this scope of work proposes to rely upon the Class I trail cultural resource assessment documentation for proposed natural trail improvements east of Railroad Park. If the proposed natural trail alignment is not covered under the Class I trail cultural resource assessment documentation, Consultant will provide a supplemental scope of work.</p> <p data-bbox="358 1528 1247 1738">Therefore, as a subconsultant to Consultant, Windmiller Consulting, Inc. will prepare a Cultural Resources Evaluation for the trail segment from El Dorado Road to the western boundary of Historical Railroad Park to fulfill the requirements for cultural resource assessment documentation required by the Corps under Section 106 of the National Historic Preservation Act.</p> <p data-bbox="358 1745 1247 1808">The report(s) will be submitted to the Corps simultaneously with the NWP 42 Pre-Construction Notification (<b>Task One</b>).</p> <p data-bbox="358 1843 1247 1906">Consultant will provide agency liaison during Section 106 Consultation, which will occur concurrent with the Section 404 Permit process</p>	\$10,880

	<p>identified above in <b>Task One</b>, up to budgeted amount.</p> <p>This scope of work and cost estimate includes attendance by Consultant staff at a single field meeting on the project site with Corps staff and tribal representatives, if applicable.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>Graphics: Area of Potential Effects (APE).</i></li> <li>• <i>Three (3) hardcopies of the Report to the Corps.</i></li> <li>• <i>One (1) digital copy of the Report to County.</i></li> </ul>	
<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
<b>THREE:</b>	<p><b>Federal Endangered Species Act Section 7 Endangered Species Act Consultation — United States Fish and Wildlife Service</b></p> <p>The project area is located within Recovery Unit 1 (Sierra Nevada Foothills and Central Valley) and in proximity to Core Area 4 identified by the May 28, 2002 <i>Recovery Plan for the California Red-legged Frog (Rana aurora draytonii)</i>. In addition, areas within and/or adjacent to the trail alignment may support potential habitat for the federally listed as threatened valley elderberry longhorn beetle (<i>Desmocerus californicus dimorphus</i>) and federally listed botanical species, including El Dorado bedstraw (<i>Galium californicum</i> ssp. <i>Sierra</i>), Pine Hill ceanothus (<i>Ceanothus roderickii</i>), Layne’s butterweed (<i>Packera layneae</i>), and Stebbins’ morning glory (<i>Calystegia stebbinsii</i>), and Pine Hill flannelbush (<i>Fremontodendron decumbens</i>).</p> <p>In order to fulfill obligations stipulated by the Federal Endangered Species Act, it is anticipated that the Corps will initiate consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Federal Endangered Species Act.</p> <p>Consultant will provide agency liaison up to budgeted amount during consultation, which will occur concurrent with the Section 404 Permit process identified above in <b>Task One</b>.</p> <p>This scope of work and cost estimate includes attendance by Consultants staff at a single field meeting on the project site with Service staff.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>Section 7 Information Letter or Section 7 Biological Assessment; and</i></li> <li>• <i>Agency correspondence as applicable.</i></li> </ul>	<b>\$11,740</b>

TASK	DESCRIPTION	COST
<p><b>FOUR:</b></p>	<p><b>Section 401 Water Quality Certification</b></p> <p>Consultant will prepare and submit a 401 Water Quality Certification Application to the Regional Water Quality Control Board (RWQCB). This submittal will include the 401 Water Quality Certification application form, the RWQCB fee calculator spreadsheet, and supporting figures showing the proposed impacts and any additional relevant information.</p> <p>A copy of the final, certified CEQA document prepared for the project is required to be submitted to the RWQCB prior to issuance of the 401 Water Quality Certification.</p> <p>Consultant will act as a liaison with the RWQCB during the application review process and will respond to questions concerning the application, requests for additional information, and other correspondence as necessary, up to budgeted amount.</p> <p>Application fees are the responsibility of County, and are based on the amount of fill to be placed in Waters of the U.S. and non-federal waters or linear feet of impacts to aquatic features and are not included in within this scope.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>One (1) copy of the 401 Water Quality Certification Application will be submitted to the Central Valley Regional Water Quality Control Board in digital (CD) format. A single digital copy will be provided to the County.</i></li> <li>• <i>Graphics: Site and Vicinity, Wetland Delineation, Land Use and Impacts, and Proposed Storm Water Facilities.</i></li> </ul>	<p><b>\$5,937</b></p>
TASK	DESCRIPTION	COST
<p><b>FIVE:</b></p>	<p><b>CDFW 1600 Streambed Alteration Notification</b></p> <p>Consultant will prepare a Streambed Alteration Notification for submittal to the California Department of Fish and Wildlife (CDFW) and provide liaison during the application review process, up to budgeted amount.</p> <p>A copy of the final, certified CEQA document, as well as a copy of the CDFW filing fee receipt, is required.</p> <p>Application fees are the responsibility of the County, and are based on the construction costs of work to be completed within the streamzone.</p> <p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• <i>One (1) copy of the Notification will be submitted to the North Central Region (Region 2) of the California Department of Fish and Wildlife. A single copy will be provided to County.</i></li> </ul>	<p><b>\$7,391</b></p>

TASK	DESCRIPTION	COST
<b>SIX:</b>	<p><b>Design Refinement Coordination</b></p> <p>Consultant will provide support to County in the design refinement of the natural trail from El Dorado Road to Missouri Flat (except for Railroad Park). Consultant will provide background map data to County for the areas they need (El Dorado Road to Railroad Park) in support of the design refinement effort. County will provide Consultant a refined trail alignment and trail crossing information (types and lengths of trail crossings) in electronic format (AutoCAD or ArcView) based on fieldwork conducted by County. Consultant will overlay trail and crossings over the existing mapped resources (wetlands, biological communities, elderberry shrubs, etc.). Consultant staff will field check planned trail alignment and crossings to verify resource impacts and then develop project description language of the crossings (including types and lengths as provided by County, and potential disturbance areas of crossings) and potential resource conflicts for use in the permitting process in a memorandum.</p> <p><i>Deliverables:</i></p> <ul style="list-style-type: none"> <li>• <i>A single (1) digital (*.PDF) copy of a map book showing the proposed natural trail alignment, trail crossings, resources, and conflict locations will be provided to the County</i></li> <li>• <i>A draft and final memorandum (*.PDF) describing potential conflicts or project description language for permitting requirements.</i></li> </ul>	<b>\$3,670</b>
TASK	DESCRIPTION	COST
<b>SEVEN:</b>	<p><b>Quantify Oak Woodland/Elderberry Impacts</b></p> <p>Once Consultant receives the refined natural trail alignment from El Dorado County for the El Dorado Road to Missouri Flat (except for Railroad Park) segment of trail (assessment area), Consultant will quantify Oak Woodland and Elderberry impacts for assessment area. Consultants International Society of Arboriculture (ISA) certified arborists will survey oak woodland resources and biologists will survey elderberry shrubs at locations where the proposed trail alignment is not coincident with the existing natural trail alignment (focus area). No impacts are assumed where the proposed trail alignment is coincident with the existing natural trail alignment, and therefore we will not collect data or analyze these areas.</p> <p>Arborists will collect data on trees with canopy over the proposed trail alignment protected by El Dorado County's Oak Resource Management Plan. Biologists will collect data in accordance with United States Fish and Wildlife Service (USFWS) guidelines for elderberry shrubs. Consultant will quantify oak woodland and elderberry impacts in the focus area based on data gathered. Impacts will be assessed based on El Dorado County (oaks) thresholds of significance and USFWS</p>	<b>\$17,190</b>

	<p>(elderberries) guidelines.</p> <p>Consultant’s ISA-Certified Arborists will prepare an Oak Resources Technical Report as required by the Oak Resources Management Plan. Under the Plan, El Dorado County protects oak woodlands, heritage oak trees (native oaks with a total trunk diameter greater than 36 inches), and individual oak trees outside of oak woodlands with a trunk diameter of 6 inches or more. The focus area will be surveyed to assess oak woodland habitat and protected heritage and individual trees. All protected trees will be inventoried: the species, size, and condition will be noted, the tree will be tagged with a unique identification number, and the approximate location will be recorded with a handheld GPS unit with sub-meter accuracy. The results of the arborist survey will be documented in an Oak Resources Technical Report, which will also include a discussion of potential impacts, mitigation options, and tree preservation recommendations. It will also identify responsible parties and provide maintenance, monitoring, and reporting requirements, if mitigation planting is proposed. Existing oak resources and proposed impacts will be shown on a graphic. The draft report will be provided electronically in PDF format for review. Upon approval, the final report will be provided electronically in PDF format. If requested, the approximate tree locations and driplines will be provided to the client in CAD format.</p> <p>Consultants Biologists will conduct site surveys to identify all elderberry shrubs and map the location of each elderberry shrub with a handheld GPS unit with sub-meter accuracy. Stem counts will be recorded at ground level (for stems <math>\geq 1</math> inch) and the presence/absence of beetle occupancy (i.e., exit holes) will be recorded. The results of the elderberry survey will be documented in letter report. The letter report will contain a table displaying data results and a graphic depiction of the elderberry shrub locations. This scope does not include elderberry shrub mitigation planning, as Consultant assumes County will buy credits for elderberry shrub impacts from a mitigation bank authorized by USFWS to sell credits. If requested, the approximate shrub locations and driplines will be provided to the client in CAD format.</p> <p><b><i>Deliverables:</i></b></p> <ul style="list-style-type: none"> <li>• <i>A draft and final Oak Resources Technical Report will be provided to the County in (*.PDF).</i></li> <li>• <i>A draft and final Elderberry Impact Report will be provided to County in (*.PDF).</i></li> <li>• <i>Oak tree and canopy locations in CAD format.</i></li> <li>• <i>Elderberry shrub and canopy locations in CAD format.</i></li> </ul>	
	TOTAL	\$70,932

# EXHIBIT B – 2018 RATE SCHEDULE



ENVIRONMENTAL CONSULTING • PLANNING • LANDSCAPE ARCHITECTURE  
**2 0 1 8 R A T E S C H E D U L E**

### Labor Rates

#### Rates for Technical Staff

Senior Technical Staff.....	\$116-250
Legal Deposition .....	\$300
Legal Testimony.....	\$450
Associate Technical Staff.....	\$96-115
Assistant Technical Staff.....	\$60-95

#### Rates for CAD/GIS Staff

Senior CAD/GIS Staff.....	\$101-135
Associate CAD/GIS Staff.....	\$86-100
Assistant CAD/GIS Staff.....	\$60-85

#### Rates for Administrative Staff

Administrative Staff .....	\$60-95
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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 each
Large Reports .....	\$5 each
Binders .....	\$20 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
GPS App on Tablet.....	\$10 per day
Projector .....	\$110 per day
Natural Diversity Database .....	\$100 per run
Property Analysis Record (PAR).....	\$600 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.