

ORIGINAL

**Whitney Environmental Consulting, Inc.
doing business as**

Foothill Associates

FIRST AMENDMENT TO AGREEMENT FOR SERVICES # 267-S0911 (A)

THIS FIRST AMENDMENT to that Agreement for Services # 267-S0911 (A) made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Whitney Environmental Consulting, Inc., a corporation duly qualified to conduct business in the State of California, doing business as Foothill Associates, whose principal place of business is 590 Menlo Drive, Suite 1, Rocklin, California 95765, (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to research and develop a Parks and Trails Master Plan and to prepare associated California Environmental Quality Act (CEQA) documents for County in accordance with the requirements of the 2004 County General Plan pursuant to Agreement for Services # 267-S0911 (A), incorporated herein and made by reference a part hereof;

WHEREAS, County's Board of Supervisors has reassigned the core functions of the General Services Department to the Department of Transportation and the parties hereto desire to acknowledge this change;

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to add additional tasks, to provide for the use of subconsultants and to add Task Order requirements for Optional Tasks, amending **ARTICLE I, Scope of Services** and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to extend the expiration date of December 22, 2010 for an additional two (2) years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to increase the not-to-exceed compensation amount of the Agreement by \$83,706, to include a new cost proposal to reflect changes in the scope of services and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services** and adding **Exhibits B and C**;

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to provide for the use of subconsultants and to acknowledge and accept the specific provisions under which the use of subconsultants are predicated, amending **ARTICLE IV, Changes to Agreement**; **ARTICLE VI, Assignment and Delegation**; **ARTICLE VII,**

Independent Consultant/Liability; and ARTICLE XII, Insurance; and adding ARTICLE XXV, Consultant's Project Manager; and ARTICLE XXVI, Confidentiality;

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to provide for the termination of Task Orders without cause, amending **ARTICLE IX, Default, Termination, and Cancellation;**

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to change Consultant's and County's notices recipients, amending **ARTICLE X, Notice to Parties;**

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to change County's Contract Administrator, amending **ARTICLE XIX, Administrator;**

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to provide for progress reports, adding **ARTICLE XXIV, Progress Reports;**

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to provide for ownership of data requirements, adding **ARTICLE XXVII, Ownership of Data;**

WHEREAS, the parties hereto desire to amend Agreement for Services # 267-S0911 (A) to add requirements for compliance with standardized date formats, adding **ARTICLE XXVIII, Year 2000 Compliance;**

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services # 267-S0911 (A), as follows:

The Agreement is hereby amended such that all references to the "Department of General Services" shall now read the "Department of Transportation."

ARTICLE I, Scope of Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE I

Scope of Services: For the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to Agreement for Services # 267-S0911 (A), Consultant agrees to furnish the personnel and equipment necessary to provide consulting services, including but not limited to, consulting, preparation of a comprehensive parks and trails master plan and associated CEQA documents. Services shall be in accordance with Exhibit A, marked, "Parks and Trails Master Plan and CEQA Documentation," incorporated herein and made part by reference hereof.

For the period beginning with the effective date of this Amendment and continuing throughout the remaining term of the Agreement, as amended, Consultant agrees to furnish personnel, subconsultants, materials, equipment and services necessary to research and develop a Parks and Trails Master Plan and to prepare associated CEQA documents, including but not be limited to, those tasks as identified in Amended Exhibit A, marked "Amended Scope of Work," incorporated herein and made by reference a part hereof.

In addition to the specific services identified in Amended Exhibit A, "Amended Scope of Work" herein, this Agreement may also include Optional Tasks. Such Optional Tasks may supplement, expand or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by the Contract Administrator to the furtherance of the Project.

Before proceeding with any Optional Task under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement.

The specific services for each Optional Task shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, if applicable, any necessary permits, and any task-related mileage budget, if applicable, on a task-by-task basis. Following the meeting, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Task work performed prior to the approval and full execution of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

Consultant shall provide the Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Task Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Task Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of Article X, Notice to Parties, as amended, of this Agreement.

The period of performance for any Task Orders that may be issued shall be in accordance with the dates specified in each Task Order. No payment will be made for any Optional Task work performed before or after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount as amended.

If a submittal or Task Order deliverable is required to be an electronic file, unless otherwise specified in Amended Exhibit A herein, Consultant shall produce the file using Microsoft Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by the Contract Administrator. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in this Agreement and in the Optional Task Orders, if any are issued. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article IX, Default, Termination, and Cancellation herein.

All of the services included in this Article are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE II, Term, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on December 22, 2012.

ARTICLE III, Compensation for Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Compensation for Services: For the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to Agreement for Services # 267-S0911 (A), for services provided herein, County agrees to pay Consultant a lump sum upon completion of each sub-task as identified in Exhibit A herein. For billing purposes, multiple sub-tasks may be included on one invoice identifying the tasks and sub-tasks that have been completed. Other direct costs will be reimbursed according to the fee schedule included in Exhibit A herein.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, as amended, for the purposes of budgeting the items of work identified in Amended Exhibit A herein and for identifying the maximum dollar amount for Optional Tasks which may be assigned, the maximum allowable billing amounts for each item of work are described in Exhibit B, marked, "Amended Cost Summary," incorporated herein and made by reference a part hereof. The amounts indicated in

Exhibit B represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses identified in Exhibit B among Consultant's own personnel (not including any amounts allocated for subconsultants) and among the various tasks identified therein, subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of any individual task be exceeded, nor shall the amount allocated for Optional Tasks be exceeded, nor shall the total not-to-exceed dollar amount of the Contract be exceeded.

For the period beginning with the effective date of this Amendment and continuing throughout the remaining term of the Agreement, as amended, for services provided herein including all deliverables described in the Scope of Work, as amended, or in any individual Task Orders that may be issued for Optional Tasks pursuant to this Agreement, and including the progress reports required in Article XXIV, Progress Reports herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

The billing rates shall be in accordance with Exhibit C, marked, "Amended Rate Schedule," incorporated herein and made reference a part hereof.

The following provisions shall also apply to this Agreement:

- A. Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no subconsultant markup on any mileage expenses.
- B. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses other than mileage) will not be reimbursed for any services performed under this Agreement.
- C. The total amount for services to be provided under the Scope of Work in accordance with Amended Exhibit A hereto shall not exceed \$227,949 inclusive of all work of subconsultants and all costs and expenses.
- D. The total amount for all Optional Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$10,000, inclusive of all Task Orders, all work of subconsultants and all costs and expenses. The not-to-exceed amount of each individual Task Order so assigned, if any, shall not exceed the amount specified in each Task Order, unless County's Contract Administrator and Consultant amend the Task Order in writing.
- E. The total amount of this Agreement, including all of the services identified in Amended Exhibit A and including any Optional Tasks which may be assigned, and inclusive of all costs, all work of subconsultants, all expenses and Task Orders shall not exceed \$237,949.

F. Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation. If Task Orders are issued for any Optional Tasks pursuant to this Agreement, Consultant shall bill County for only one (1) Task Order per invoice and shall include the Task Order number on each invoice. Consultant shall attach copies of any progress reports required under the provisions of Article XXIV, Progress Reports, herein that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division-Accounts Payable

or to such other location as County directs.

G. In the event that Consultant fails to deliver, in the formats specified, the deliverables required by 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 required deliverables are received, or proceed as set forth below in Article IX, Default, Termination, and Cancellation herein.

ARTICLE IV, Changes to Agreement, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE IV

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. There shall be no change in Consultant's Project Manager or subconsultants without prior written approval by County's Contract Administrator.

ARTICLE VI, Assignment and Delegation, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE VI

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

Scope of Work, herein and the specific subconsultants that may be authorized in individual Task Orders issued pursuant to this Agreement for Optional Tasks, if any, for the particular tasks, work and deliverables identified therein. At no time shall County be obligated to pay separately for subconsultant services. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE VII, Independent Consultant/Liability, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE VII

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

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

ARTICLE IX, Default, Termination, and Cancellation, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE IX

Default, Termination, and Cancellation:

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Task Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' 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 not-to-exceed amount of the Task Order or the total amount of the contract, as applicable. 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 X, Notice to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE X

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

To County:

With a Copy to:

County of El Dorado
 Department Of Transportation
 2850 Fairlane Court
 Placerville, California 95667

County of El Dorado
 Department Of Transportation
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Craig McKibbin,
 Deputy Director of Engineering
 Transportation Planning & Land
 Development Division

Attn.: Tim C. Prudhel,
 Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Foothill Associates
590 Menlo Drive, Suite 1
Rocklin, California 95765

Attn.: Kate Kirsh,
Vice President, Operations

or to such other location as Consultant directs.

ARTICLE XII, Insurance, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate

this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 30-day 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 all general and excess liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

In addition, Consultant shall ensure that all subconsultants maintain workers' compensation, general liability, automobile liability and professional liability as specified above and shall provide County with proof of same.

ARTICLE XIX, Administrator, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Craig D. McKibbin, Deputy Director of Engineering, Transportation Planning & Land Development Division, Department of Transportation, or successor.

The original Agreement is further amended to add the following Articles:

ARTICLE XXIV

Progress Reports: Consultant shall submit written progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the tasks and items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit written progress reports once per month. The reports shall be sufficiently detailed for the Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special issues encountered so that remedies can be developed. Separate detail shall be provided for each ongoing task and for each Task Order issued for Optional Tasks, if any. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

ARTICLE XXV

Consultant's Project Manager: Consultant designates Kate Kirsh, Vice President, Operations, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement or in any individual Task Orders that may be issued for Optional Tasks including, but not limited to (1) assigning qualified personnel to perform the work and to prepare the deliverables required by this Agreement and the individual Task Orders issued for Optional Tasks, if any; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE XXVI

Confidentiality:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement.
- B. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of the Contract Administrator's written permission.
- E. Any non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with the California Environmental Quality Act (CEQA). County and Consultant agree that such material will not be distributed, released or shared with any other organization, person or group other than County's and Consultant's employees and agents whose work requires that access.

ARTICLE XXVII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Task Orders issued pursuant to this Agreement, if any, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to

others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services provided under this Agreement.

ARTICLE XXVIII

Year 2000 Compliance: Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

Except as herein amended, all other parts and sections of Agreement for Services # 267-S0911 (A) shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By:  Dated: June 17, 2010
Craig D. McKibbin,
Deputy Director of Engineering
Transportation Planning &
Land Development Division
Department of Transportation

Requesting Department Concurrence:

By:  Dated: 6/15/10
James W. Ware, P.E.
Director of Transportation

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 267-S0911 (A) on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

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

By: 
Kate Kirsh
Vice President, Operations
"Consultant"

Dated: 06/21/2010

By: 
Susan L. Whitney
Corporate Secretary

Dated: 06/21/2010

Whitney Environmental Consulting, Inc.
doing business as
Foothill Associates
Amended Exhibit A
Amended Scope of Work

PARKS AND TRAILS MASTER PLAN

Task 1: Project Startup and Management

Consultant's Project Manager shall coordinate all aspects of the consulting team's work, providing a single point of contact for communication with County.

1.1 Project Startup Meeting – *Task Complete*

Consultant shall prepare for and attend a meeting with County's Project Manager to finalize the scope of work, refine the project timeline, and adjust the public outreach process as needed. This meeting will be attended by Consultant staff and County representatives.

County will arrange for meeting space, participate in meeting and provide relevant up-front data.

Deliverables:

- Agenda, meeting summary and action items.

1.2 County Coordination

Consultant's Project Manager (PM) shall communicate with County staff regularly, identifying high priority tasks and developing strategies for subsequent steps in the planning process. Consultant shall prepare for and attend up to ten (10) progress meetings with County staff at key points in the process.

County will arrange for meeting space and participate in meetings, as necessary.

Deliverables:

- Agendas, handouts, meeting summaries and action items as needed.

1.3 Project Management

Consultant shall conduct project management and coordination activities throughout the project period. Tasks shall be managed to ensure control of the budget and scope, prompt transmission of the deliverables, and effective coordination and communication between Consultant and County. Specific project management tasks shall include:

- *Strategic Planning:* Strategize independently and in conjunction with County staff regarding the best methods to achieve project goals and to most effectively use available resources.
- *Team Coordination:* Coordinate, plan, and oversee the activities of the consulting team.
- *Budget and Schedule:* Update schedule and budget monthly, reallocating resources as necessary.

Task 2: Preliminary Planning

2.1 Review Existing Planning Information

Consultant's project team shall review updated existing relevant planning information such as County's General Plan; County Ordinances; park facilities master plans and development impact fee nexus studies for other area recreation providers; and state, federal, and EID recreation planning documents. Information from these sources shall be used to coordinate recommendations in County's Parks and Trails Master Plan (Master Plan) for maximum efficiency and quality of service. Consultant shall provide a draft Existing Planning Information analysis to County staff for review and comment. Consultant shall incorporate County's comments of the draft Existing Planning Information analysis into a Technical Memo.

County will assist with providing relevant information and will review and will provide comments on the draft Existing Planning Information analysis.

Deliverables:

- Draft Existing Planning Information Analysis.
- Technical Memo containing a summary of findings.

2.2 Population and Demographic Analysis

Consultant's project team shall review and interpret updated population demographic trends within County to assess potential recreation needs related to age, cultural background, economics, educational attainment, and similar factors. Review shall be based on data from the U.S. Census Bureau, State Department of Finance, Sacramento Area Council of Governments, County's General Plan, and any additional information available from County. Consultant shall provide a draft Population and Demographic analysis to County staff for review and comment. Consultant shall incorporate County's comments of the draft Population and Demographic analysis into a Technical Memo.

County will provide any additional information, if needed, for the Population and Demographic analysis and will review and will comment on the draft Population and Demographic analysis.

Deliverables:

- Draft Population and Demographic analysis.
- Technical Memo containing the demographic analysis.

2.3 Parks and Trails Inventory

Consultant shall revise and update the inventory of recreation facilities, which will serve as the basis for projecting the needs for County-operated facilities and will illustrate the opportunities for collaboration and linkages between County, schools, special districts, state, federal, and private entities. This effort consists of three (3) distinct parts:

- *Detailed County Facility Inventory:* The inventory developed by County staff for both County and non-county facilities will serve as the basis for the planning effort. County will provide direction as to which facilities have been modified since the inventory was completed.

Consultant shall update the inventory noting the development status, amenities, conditions, American with Disabilities Act (ADA) compliance, and maintenance concerns. The updated inventory shall be provided to County staff for review and verification.

- *Programs Inventory:* Consultant shall prepare a representative inventory of recreation programs serving County residents, noting who is providing these programs and the demands currently or potentially placed on County facilities by each. County staff will assist by providing information about known uses of County facilities.
- *Develop County-wide Facility Mapping:* Consultant shall compile a GIS dataset of existing public parks and named trails in County. County or other agencies will provide GIS or CAD data showing the location of existing facilities, as well as important or sensitive habitats (e.g., oak woodlands), and parcel/zoning data. Consultant shall locate additional base data necessary for mapping and future analysis purposes such as lakes, streams, and topography.

Consultant shall provide a revised draft Parks and Trails Inventory analysis and database to County for review and comments. Consultant shall incorporate County's comments of the revised draft Parks and Trails Inventory analysis into a Technical Memo.

County will provide all available GIS/CAD data for County parks, trails and relevant natural resources, and parcel/zoning data; provide details of joint-use agreements; and provide available data on programs and participation. County will review and provide comments on the revised draft Parks and Trails Inventory analysis.

Deliverables:

- Revised draft Parks and Trails Inventory Analysis and Database.
- Technical Memo summarizing existing parks and trails, with accompanying maps, graphics and tables.
- Technical Memo summarizing programs.
- A digital version of the revised inventory and condition report shall be provided in spreadsheet format compatible with MS Excel. Mapped inventory information shall be delivered in Arc GIS format.

2.4 Establish Existing Levels of Service

Upon completion of Task 2.3, Consultant's project team shall prepare a summary analysis establishing the existing level of service for various facility types in County. The analysis shall present statistics on the total acres/miles of parks and trails as compared to the population they serve (typically acres/miles per 1,000 residents). Statistics shall be broken out by park and trail type. Consultant shall also map the service area coverage for each facility type.

County will review and will provide comments on the summary analysis. Consultant shall incorporate County's comments on the summary analysis into a Technical Memo.

Deliverables:

- Levels of Service Analysis Technical Memo.
- Maps of service area coverage.

2.5 Existing Operations and Maintenance

Consultant shall conduct interviews with County staff to document County's current organizational structure and staffing levels in relation to providing park and trail resources. The purpose of these interviews will be to identify gaps and opportunities to improve operational efficiency and service.

County will provide existing organization structure, staff position descriptions, descriptions of maintenance practices and schedules and other applicable information.

Deliverables:

- Technical Memo describing existing operations and maintenance gaps and opportunities.

Task 3: Goals, Policies and Standards Development

3.1 Goals and Policies

Consultant shall work with County staff to establish separate goals and policies for parks and trails reflecting information from the needs assessment activities which will complement the General Plan goals, policies, and implementing measures. Goals and policies are expected to include standards for facility improvements, acreage, locations, maintenance, use, partnerships, and help define the scope of County's services and relationships to other regional recreation providers. Consultant shall provide a draft Proposed Goals and Policies Memo to County for review and comments. Consultant shall incorporate County's comments in the final Goals and Policies Memo in Task 3.2 below.

County will participate in discussions with Consultant and will review the draft Proposed Goals and Policies.

Deliverables:

- Draft Proposed Goals and Policies Memo.

3.2 Parks and Recreation Commission and Trails Advisory Committee Meetings

Consultant shall attend one (1) meeting with the Parks and Recreation Commission and one (1) meeting with the Trails Advisory Committee to review and receive input prior to finalizing the Goals and Policies Memo.

County will arrange for meetings, provide staff reports as needed to attendees, and provide meeting minutes to Consultant.

Deliverables:

- Final Goals and Policies memo.

3.3 Proposed Level of Service Standards

Consultant shall review common industry level of service standards for regional park and trail facilities for the applicability to County's needs. This information and community input shall be

used to draft the recommended level of service standards for park/trail development and to examine the impact of the standards on County over the projected planning period.

County will provide information on existing level of service standards and participate in discussions on standards preferences.

Deliverables:

- Technical Memo outlining level of service standards.

3.4 Facility Planning and Design Standards

Consultant shall develop specific facility planning and design criteria that guide the location and character of parks and trails and shall outline the required amenities and design standards to be incorporated into County facilities. Standards and guidelines shall be built upon existing guidance from County documents (e.g., County's General Plan, Draft Trails Plan and Bikeways Plan) to avoid duplication of effort and/or conflicting standards.

County will provide information on existing facility planning criteria and design standards and will participate in discussions on standards preferences.

Deliverables:

- Technical memo outlining facility planning and design standards.

Task 4: Community Input

4.1 Board of Supervisors, Parks and Recreation Commission, Staff, and Stakeholder Interviews

Consultant shall conduct up to ten (10) separate phone interviews with select representatives of the Board of Supervisors, Parks and Recreation Commission, staff, and key stakeholders to gather input on current conditions and desired service levels.

County will help coordinate the interviews and will identify the individuals to be interviewed.

Deliverables:

- Phone interviews with up to ten (10) individuals identified by County.
- Interview summaries and analysis.

4.2 Community Workshops

Consultant shall plan and facilitate a community workshop about existing parks, trails, and recreational resources available in County, to inform and educate community members about the criteria that will be considered when establishing park and trail development priorities. The workshop will also be used to explain the purpose and process of the Master Plan and to highlight other opportunities for residents to comment on and stay involved in the process. Workshop activities will include a variety of participatory techniques to ensure attendees are able to effectively express their views. Consultant shall repeat the community workshop in up to

three (3) additional locations based upon input from the Parks and Recreation Commission, the Trails Advisory Committee, and County staff.

County will arrange for meeting space, publicize, and participate in the workshops.

Deliverables:

- Up to four (4) community workshops in locations to be identified by County.
- Presentation materials and summaries of workshop results.

4.3 Trail Users Workshop

Consultant shall hold a focused community Trail Users Workshop to specifically address trails as a separate recreation amenity. Trail user groups will be invited and activities will be conducted to garner input on preferences and priorities of individual user groups. Consultant shall include a separate activity to focus on multi-user trail issues and to build consensus on relative preferences and priorities for multi-user trails.

County will arrange for meeting space, publicize and participate in the workshop.

Deliverables:

- One (1) community Trail Users Workshop; location to be determined by County.
- Presentation materials and summaries of workshop results.

4.4 Ad Hoc Advisory Group and Meetings

Consultant shall assist County staff with identifying recreation stakeholders to participate in an Ad Hoc Advisory Committee for the Master Plan. Consultant shall conduct up to four (4) meetings of the Ad Hoc Advisory Committee as follows:

- Meeting #1 Introduction to project, committee roles and expectations, project objectives and proposed content and format for the Master Plan.
- Meeting #2 Review facility inventory, demographics, other regional recreation plans, and level of service targets versus actual levels of service.
- Meeting #3 Review of the draft recommendations following the community workshops and the stakeholders' interviews.
- Meeting #4 Review and provide comments on the Draft Master Plan prior to public circulation.

County will arrange for meeting space and will participate in the four (4) meetings.

Deliverables:

- Facilitation, agendas, presentations, and materials for workshops.
- Summary of meetings.

4.5 Project Webpage

Consultant shall develop a webpage to include a calendar of events, project deliverables in portable document format (PDF) and a directory of links to other regional recreation providers as well as County programs and facilities. An email address with a designated County recipient shall be provided for visitors to comment on the parks and trails.

Consultant shall provide a draft design of the webpage to County for review and comments. Consultant shall incorporate comments into the draft design of the webpage and shall deliver the webpage for hosting on County's website.

Deliverables:

- Draft of webpage design
- Webpage

4.6 Telephone Survey

Consultant and its subconsultant, JD Franz Research, Inc. (Franz), shall develop and shall conduct a telephone survey of a statistically significant number of County residents selected at random from within the plan area. Questions will be structured to require responses from a finite list of options with qualitative modifiers. Questions that are open-ended or imply options that are not realistic will not be included in the survey. The telephone survey will yield a +/- 5% margin of error at the 95% confidence level. Franz shall develop the survey instrument in conjunction with Consultant, County staff and the Ad Hoc Advisory Group to optimize response rates and the value of the information derived from the survey results. The survey will last from five to seven (5 – 7) minutes and Consultant and Franz shall provide a written report to County describing methods, findings and conclusions.

County staff will participate in defining survey objectives, review the draft survey, review the sampling strategy, and assist with survey publicity.

Deliverables:

- Telephone survey questions and survey instrument.
- Written report describing methods, findings, and conclusions to survey.

4.7 Written Survey

Consultant shall develop a written survey in collaboration with County staff. The goal of this survey, as distinct from the Telephone Survey described in Task 4.6, is to identify the needs of the subset of County residents who are actually park and recreation users and are therefore, more likely to have specific ideas and can provide more detailed information about trends and preferences.

The survey will be available to residents through the webpage on County's website and in hard copy format. County will distribute and provide hard copies of the survey at libraries and other public buildings, to participants in recreation programs, and to target populations at group meetings and events. County will collect the surveys.

Questions will be structured to require responses from a finite list of options with qualitative modifiers. The survey will include marker questions to group respondents by sub-planning area, demographic characteristics, and special interests. Results will be cross-tabulated to identify

correlations between groups and facility use and to reveal skewing in the results that may result from disproportionate representation. Tabulation shall be provided for up to three hundred (300) surveys.

County staff will collaborate in developing the written survey and will review the draft written survey. Consultant shall incorporate County's comments in the final written survey. County staff will print surveys, provide pre-survey publicity, assist in identifying appropriate venues for distribution and collection of the written surveys, and distribute and collect the surveys.

Deliverables:

- Draft written survey.
- Final written survey.
- Tabulation of up to 300 surveys.
- Technical memo summarizing methodology and results.

Task 5: Needs Analysis

5.1 Needs Analysis

Consultant shall evaluate County's existing and projected parks and trails needs based on the draft standards, the recommendations of County staff, and stakeholder preferences. Consultant shall identify existing deficiencies or surpluses in type, location, and quantity of facilities and future needs will also be projected in consideration of population growth, future development patterns, aging infrastructure, and new trends in recreational preferences. The needs for each type of park and trail facility shall be identified. Consultant shall prepare a Needs Analysis for County's review and comments. Consultant shall incorporate the comments of the Needs Analysis in a Technical Memo.

County will review and will provide comments on the needs analysis.

Deliverables:

- Needs Analysis for County's review and comments.
- Technical Memo outlining the results of the Needs Analysis and incorporating County's comments.

5.2 Public Presentation #1

Consultant shall prepare a PowerPoint presentation and shall present it to a joint meeting of the Board of Supervisors and the Parks and Recreation Commission to provide a summary of the Master Plan findings. The presentation will allow for public comment on the overall needs identified based upon the level of service standards. Consultant shall prepare a PowerPoint presentation for County's review and comments. Consultant shall incorporate County's comments into the PowerPoint presentation. It is anticipated that the Board/Commission members will provide an endorsement of the findings as presented or will provide direction to modify and revise the Needs Analysis.

All materials to be reviewed shall be forwarded to County staff at least two (2) weeks prior to the meeting to allow for discussion.

County will review and will provide comments on the PowerPoint presentation and will agendaize the item on the Board of Supervisors calendar.

Deliverables:

- PowerPoint presentation.

Task 6: Implementation Strategies and Recommendations

6.1 Facilities and Operations Recommendations

Consultant shall evaluate opportunities for satisfying needs, provide prioritized recommendations for park and trail facilities, and recommendations for operational changes needed to support existing and new facilities. Priorities will be based upon demand, feasibility, cost, and revenue potential. Consultant shall give attention to enhancing connections to facilities and recreational opportunities managed by other local, state and federal jurisdictions within County.

Consultant's recommendations shall address:

- Upgrading, renovating, consolidating, or disposing of existing facilities;
- General locations and nature of future parks and acquisition and development;
- Possible trail networks and important linkages to other facilities and jurisdictions;
- Program expansion or changes, joint-use opportunities, and other budget-conscious inter-agency collaborative efforts.

County will review draft facilities and operations recommendations to verify applicability and political acceptability, and will provide recommendations and review comments as necessary. Consultant shall facilitate discussion of recommendations and make necessary revisions to the draft facilities and operations recommendations based upon feedback received from County.

Deliverables:

- Draft facilities and operations recommendations.
- Maps of recommended facility locations, types, and service areas.
- Summary of recreation program assessment.
- Priority list for acquisition, development, and renovations.

6.2 Land Development Process Recommendations

Consultant shall provide land development process recommendations regarding 1) required content and timing of facility planning and design products, 2) required reviews and approvals, 3) required fees, 4) options for turnkey development of facilities, 5) mechanisms for preservation of water quality and biological resources, and other issues identified during the planning process.

County will provide input and comments on County's land development process recommendations. Consultant shall incorporate County's comments in the land development process recommendations.

Deliverables:

- Recommendations on land development process for integration in the Plan document.

6.3 Financing Plan

Consultant shall prepare projected costs for the facilities and improvements recommended in Task 5.1, Needs Analysis. Consultant's projections shall be made based on recent land acquisition and development costs and Consultant's extensive database of actual park development costs in the region. Projections shall also include capital as well as non-capital costs (e.g., plans, specifications, engineering, permitting, and construction management). Consultant shall provide separate costs for improvements to existing parks/trails, and acquisition and development of new parks and trails. Cost projections shall also be developed for operational recommendations such as changes in staffing or maintenance policies.

Consultant shall project the level of revenues expected from existing funding sources (e.g., park impact development fees, general fund, program fees, grants, etc), and shall provide recommendations for alternative funding sources (e.g., park development impact fees, habitat impact fees, and new grant sources) and possibilities for cost reductions (e.g., joint-use, maintenance strategies, and public/private partnerships). Consultant shall identify any limitations or restrictions on specific funding sources.

Consultant shall prepare a draft Capital Improvement Plan (CIP) showing the projected rate of project implementation given anticipated funding levels. The CIP shall reflect priorities established in Task 6.1, Facilities and Operations Recommendations, with inflation factors built into cost assumptions over the ten (10) year life of the CIP.

County will review and will provide comments on deliverables and provide construction, operational and maintenance costs for the prior three (3) fiscal years.

Deliverables:

- Cost projections for recommended facilities and operational changes.
- Revised park development impact fee.
- Revenue projections and recommendations.
- Draft CIP.

6.4 Future Improvement Feasibility Criteria

Consultant shall generate a set of feasibility criteria that will be evaluated by County on a regular basis during subsequent capital improvement project planning. The purpose of establishing the criteria as part of the Master Plan is to provide a framework for project evaluation that reflects a strategic understanding of County's vision for parks and trails resources, independent of individual project considerations. The criteria shall ensure that any newly proposed projects as well as prioritized facility and operational recommendations developed in Task 6.1, Facilities and Operations Recommendations, continue to reflect the greatest benefits to County's residents.

The criteria will include diverse aspects of project feasibility intended to clarify the economic feasibility and relative recreation value of proposed projects before such projects are approved for capital allocation.

County will provide input and comments on the draft improvement feasibility criteria. Consultant shall incorporate County's comments in the final improvement feasibility criteria.

Deliverables:

- Draft Improvement Feasibility Criteria
- Final Improvement Feasibility Criteria

Task 7: Public Presentation #2

Consultant shall prepare a second PowerPoint presentation and shall present it to a joint meeting of the Board of Supervisors and the Parks and Recreation Commission to gain consensus on the facility recommendations, financing plan and preliminary view of the possible need for new or increased fees to support the desired facilities. Consultant shall prepare the PowerPoint presentation for County's review and comments. Consultant shall incorporate County's comments into the PowerPoint presentation. This will be the final meeting in which strategies and policies are potentially revised before beginning work on the Master Plan document.

All materials to be reviewed shall be forwarded to County staff at least two (2) weeks prior to the meeting to allow for discussion.

County will agendaize the item on the Board of Supervisors calendar and will distribute review materials to presentation attendees.

Deliverables:

- PowerPoint Presentation

Task 8: Parks and Trails Master Plan Preparation

Consultant shall compile all interim Master Plan documents and integrate maps, figures, graphics, photographs, references, and recommendations. Consultant shall develop a Master Plan document that is organized, documented, defensible, easy to understand, and easily updated. The Master Plan shall be built from prior work and deliverables with additional sections as needed to complete the document, including an Executive Summary and a discussion of Critical Success Factors.

8.1 Administrative Draft Plan Preparation and Screencheck Review

Consultant shall produce an Administrative Draft Master Plan document and shall submit complete copies for review by County. County will provide electronic or hard copies to other stakeholders as deemed necessary by County staff. County will distribute this version of the plan to key stakeholders and decision makers so that subsequent modifications to the Draft Final Plan are minimized. Following an initial review period of three (3) weeks, during which County will collect and compile all comments from internal and external reviewers, Consultant shall facilitate one (1) meeting with County staff to review the compiled comments.

Consultant shall make necessary revisions to the Administrative Draft Master Plan and shall produce a Screencheck Draft Master Plan, which shall be submitted to County to verify that all revisions were satisfactorily addressed. If additional revisions are requested that were not provided in the initial set of comments on the Administrative Draft Master Plan, a Task Order for

Optional Task work may be required. Two (2) weeks are allowed for Screencheck Draft Master Plan review.

County will provide consolidated, organized comments from all involved staff on the Administrative Draft Master Plan. Consultant shall incorporate County's comments on the Administrative Draft Master Plan.

Deliverables:

- Four (4) printed copies of the Administrative Draft Master Plan and one (1) electronic copy in MS Word format on CD.
- Four (4) printed copies of the Screencheck Draft Master Plan and one (1) electronic copy in MS Word format on CD.

8.2 Draft Final Plan Preparation

Consultant shall produce the Draft Final Master Plan document from the Screencheck Draft Master Plan and shall provide the document to County staff for distribution to the Board of Supervisors and to the Parks and Recreation Commission members in preparation for the public presentations of the Plan. Consultant shall provide copies to five (5) local parks and recreation providers in the County as listed below.

Consultant shall submit the administrative draft CEQA document simultaneously with the Draft Final Master Plan document, which will be reviewed by County during the same time period.

County will distribute the Draft Final Master Plan to County's Board of Supervisors and to the Parks and Recreation Commission, prepare staff reports and agendaize the item on the Board of Supervisors or Parks and Recreation Commission calendar.

Deliverables:

- Four (4) printed copies of the Draft Final Master Plan and one (1) electronic copy in MS Word format and PDF on CD to County.
- One (1) printed copy of the Draft Final Master Plan and one (1) electronic PDF copy on CD to each of the following agencies for a total of five (5) copies:
 - El Dorado Hills CSD
 - Cameron Park CSD
 - City of South Lake Tahoe
 - Georgetown Divide Recreation District
 - City of Placerville

Task 9: Public Presentation #3

Consultant's Project Manager shall prepare a PowerPoint presentation and present it to the Board of Supervisors or to the Parks and Recreation Commission, summarizing the key elements of the Parks and Trails Master Plan as well as the planning process that was followed and summarizing the key issues that were resolved. Consultant shall prepare the PowerPoint presentation for County's review and comments. Consultant shall incorporate County's comments into the PowerPoint presentation.

All materials to be reviewed shall be forwarded to County staff at least two (2) weeks prior to the meeting to allow for discussion.

County will agendaize the item on the Board of Supervisors or Parks and Recreation Commission calendar.

Deliverables:

- PowerPoint presentation.

Task 10: Final Parks and Trails Master Plan

Comments from the Board of Supervisors, Parks and Recreation Commission, and the public shall be compiled by Consultant and shall be reviewed with County staff before making final changes to the Master Plan. If substantial changes beyond the level of effort specified for this task are requested, a Task Order for Optional Task work may be required.

County will provide consolidated, organized comments from all involved reviewers on the Draft Final Master Plan. Consultant shall incorporate County's comments on the Draft Final Master Plan into the Final Master Plan.

Deliverables:

- Twenty (20) printed copies of the Final Master Plan, one (1) reproducible printed master, one (1) electronic copy in MS Word format on CD, and an internet-ready PDF copy.

CEQA ENVIRONMENTAL DOCUMENT

Consultant shall prepare a CEQA environmental document and the associated forms, checklists, narratives, notices and other required documents prior to presentation of the Master Plan to the Board of Supervisors for adoption. Consultant's work and services under this Agreement shall be performed in accordance with, and in full compliance with, County and state guidelines and regulations including the California Environmental Quality Act (CEQA), Public Resources Code Sections 210000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 150000 et. seq., such that the work will result in CEQA certifiable environmental documents. It is anticipated that a CEQA Initial Study will result in the issuance of an Initial Study/Mitigated Negative Declaration (IS/MND).

The IS/MND schedule is dependent upon the completion of the Master Plan and the IS/MD shall be completed through the end of the review period, within approximately ninety (90) days of completion of the Master Plan. It is anticipated that:

- The Initial Study will result in the issuance of a Mitigated Negative Declaration; preparation of an Environmental Impact Report (EIR) is not considered a part of this scope of work.
- County staff will provide County's General Plan, EIR, zoning code, and all other applicable plans and documentation.
- The IS/MND will rely on the information in the Master Plan (prepared by Consultant), County's General Plan and EIR, and any other existing documentation as it relates to

County and to recreation. Preparation of the IS/MND will not require new or additional technical studies.

- All potentially significant impacts can be reduced to a level of less than significant with the incorporation of mitigation measures or would result in less than significant impacts or no impacts. There will be no site specific analysis.

Task 11: Project Management, Meetings and Public Hearings

11.1 Project Management

Consultant shall conduct project management and coordination activities throughout the CEQA process. Consultant shall manage CEQA tasks to ensure control of the budget and scope, prompt delivery of the CEQA work products, and effective coordination and communication between Consultant and County.

11.2 Meeting and Public Hearing to Discuss and Adopt the IS/MND

Consultant's CEQA Project Manager or designated staff shall attend one (1) public meeting during the public review period and one (1) Board of Supervisors meeting for the Public Hearing to adopt the IS/MND.

Task 12: Prepare Administrative Draft Initial Study/Mitigated Negative Declaration

12.1 Project Description

Consultant shall prepare the project description for the IS/MND for the proposed Master Plan in accordance with Section 15063(d) of the CEQA Guidelines. Consultant shall prepare the IS/MND and shall focus on resource issues identified in the CEQA Checklist (Appendix G of the State CEQA Guidelines). Consultant shall utilize information and data from the existing reports and technical studies, County's General Plan and EIR, zoning code, a map of park locations, facility types and service areas prepared by Consultant, and other applicable documents to document the potential physical effects that could result from implementation of the Master Plan.

12.2 Administrative Draft Initial Study Checklist

County will provide County's General Plan and EIR, zoning code, and all other applicable plans and documentation. County will also approve the preferred format for the IS/MND.

The Initial Study shall contain the information described in the following Task 12.2.1.

12.2.1 Environmental Setting and Discussion of Impacts

- A description of potential project locations throughout County.
- An identification of the environmental setting as a baseline for the impact analysis.
- A list of assumptions used in the environmental analysis.

- The CEQA checklist with a narrative of each issue to support the conclusion. Issues to be analyzed under CEQA include Aesthetics, Biological Resources, Hazards and Hazardous Materials, Mineral Resources, Public Services, Utilities/Service Systems, Agriculture Resources, Cultural Resources, Hydrology/Water Quality, Noise, Recreation, Air Quality, Geology, Soils, Land Use/Planning, Population/Housing, and Transportation.
- A discussion of required project approvals.
- Mandatory Findings of Significance shall include the Project's potential to degrade the quality of the environment and shall address cumulatively considerable impacts, and a determination of direct and/or indirect adverse effects on humans.
- A list of preparers and references.
- A discussion of the mitigation measures necessary to minimize potential impacts to a less than significant level shall also be included in the Mitigation and Monitoring Report.

12.2.2 Graphics/Word Processing

Consultant shall provide word processing and graphic images to prepare the CEQA document.

12.2.3 Quality Assurance/Quality Control

Consultant shall review and edit the CEQA document to ensure formatting, spelling, layout and the overall document is completed to the highest standard of consistency, correctness and professionalism.

Deliverables:

- Five (5) hardcopies, one (1) PDF version and one (1) Microsoft Word version on CD of the Administrative Draft IS/MND for review and comment.

Task 13: Revise Administrative Draft IS/MND and Submit Screencheck IS/MND

Consultant shall submit the Administrative Draft IS/MND to County's Contract Administrator for review and comment. Following receipt of comments, Consultant shall revise the IS/MND, respond to comments from County, and prepare a Screencheck Draft IS/MND for final review and comment by County staff prior to public circulation. It is anticipated that no technical studies will be needed. Comments will be limited to general information and editing and should not require significant additional analysis.

County will provide comments on the Draft IS/MND. Consultant shall incorporate County's comments into the Draft IS/MND.

Deliverables:

- One (1) Screencheck Draft IS/MND on CD for final review and comment by County staff.

Task 14: Circulate Public Review Draft IS/MND

14.1 Circulate Public Review Draft IS/MND

Upon receipt of County authorization, Consultant shall prepare and shall submit fifteen (15) bound copies and one (1) unbound copy of the Public Review Draft IS/MND to County and fifteen (15) copies to the State Clearinghouse for the thirty (30) day public review period.

Deliverables:

- Fifteen (15) bound hardcopies of the Draft IS/MND submitted to County.
- Fifteen (15) bound hardcopies of the Draft IS/MND submitted to the State Clearinghouse.
- One (1) unbound hard copy of the Draft IS/MND) submitted to County.

14.2 Notice of Completion, Notice of Intent

Consultant shall file a Notice of Completion with the State Clearinghouse and shall prepare the public notice (Notice of Intent to Adopt a Mitigated Negative Declaration) for County. Consultant shall publish the Notice of Intent (NOI) in a newspaper of general circulation in the area affected by the proposed project, in accordance with CEQA Guidelines Section 15072 (b) (1).

County will mail the NOI to previously determined interested organizations and individuals.

Deliverables:

- Notice of Completion.
- Notice of Intent.
- Proof of Publication of the NOI

Task 15: Respond to Public Comments and Prepare/Submit Final IS/MND

15.1 Teleconference Call with County

Following public review, County will collect public comments and forward them to Consultant for processing. Consultant shall discuss the public comments received with County staff.

15.2 Respond to Comments

Consultant shall prepare responses to the public comments and shall prepare the Final IS/MND for review by County staff.

15.3 Final IS/MND

Following review and comments by County staff, Consultant shall respond to comments from County and revise the IS/MND if necessary. Consultant shall prepare the Final IS/MND for submittal to County to distribute to the Board of Supervisors.

15.4 Mitigation Monitoring and Reporting Program

Consultant shall submit the Final IS/MND which shall include a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15074(d). The MMRP will identify all potentially significant impacts associated with the adoption of the Master Plan and corresponding mitigation measures.

Deliverables:

- One (1) copy of the draft responses to public comments and the draft Final IS/MND.
- Twelve (12) bound and one (1) unbound hardcopies, one (1) copy in PDF and one (1) copy in MS Word format on CD of the Final IS/MND including responses to comments and recommendations from the public and other reporting agencies.
- Mitigation Monitoring and Reporting Program.

OPTIONAL TASKS

County may require Consultant to perform certain Optional Tasks which may be identified during the course of Consultant's work on this project. If Consultant's services are required for any such Optional Tasks, County's Contract Administrator will issue individual Task Orders for each Optional Task work assignment in accordance with the provisions of Article I, Scope of Services of this Agreement, as amended.

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

Exhibit B

Amended Cost Summary

Parks and Trails Master Plan

Subtotal by Task

Task 1			\$20,920
1.1	Project Startup Meeting – <i>Task Completed</i>	\$1,580	
1.2	County Coordination	\$9,310	
1.3	Project Management	\$10,030	
Task 2			\$27,156
2.1	Review Existing Planning Information	\$7,840	
2.2	Population and Demographic Analysis	\$3,512	
2.3	Parks and Trails Inventory	\$10,872	
2.4	Establish Existing Levels of Service	\$3,300	
2.5	Existing Operations and Maintenance	\$1,632	
Task 3			\$16,408
3.1	Goals and Policies	\$4,840	
3.2	Parks and Recreation Commission and Trails Advisory Committee Meetings (2 meetings)	\$2,560	
3.3	Proposed Level of Service Standards	\$4,424	
3.4	Facility Planning and Design Standards	\$4,584	
Task 4			\$68,918
4.1	Board of Supervisors, Parks and Recreation Commission, Staff and Stakeholder Interviews (10 interviews)	\$4,600	
4.2	Community Workshops (4 workshops)	\$16,212	
4.3	Trail Users Workshop (1 workshop)	\$3,876	
4.4	Ad Hoc Advisory Group and Meetings (4 meetings)	\$11,600	
4.5	Project Webpage	\$5,500	
4.6	Telephone Survey	\$19,030	
4.7	Written Survey	\$8,100	
Task 5			\$6,040
5.1	Needs Analysis	\$3,840	
5.2	Public Presentation #1	\$2,200	
Task 6			\$21,948
6.1	Facilities and Operations Recommendations	\$8,480	
6.2	Land Development Process Recommendations	\$2,100	
6.3	Financing Plan	\$9,488	
6.4	Future Improvement Feasibility Criteria	\$1,880	
Task 7			\$2,200
Public Presentation #2		\$2,200	
Task 8			\$19,402
8.1	Administrative Draft Plan Preparation and Screencheck Review	\$15,304	
8.2	Draft Final Plan Preparation	\$4,098	
Task 9			\$2,200
Public Presentation #3		\$2,200	
Task 10			\$4,696
Final Parks and Trails Master Plan		\$4,696	

CEQA Environmental Document			
Task 11	Project Management, Meetings and Public Hearings		\$5,190
11.1	Project Management	\$1,920	
11.2	Meeting and Public Hearings to Discuss and Adopt the IS/MND	\$3,270	
Task 12	Prepare Administrative Draft IS/MND		\$16,546
12.1	Project Description	\$1,900	
12.2	Administrative Draft Initial Study Checklist		
12.2.1	Environmental Setting and Discussion of Impacts	\$11,748	
12.2.2	Graphics/Word Processing	\$1,800	
12.2.3	Quality Assurance/Quality Control	\$1,098	
Task 13	Revise Administrative Draft IS/MND and Submit Screencheck IS/MND		\$1,658
Task 14	Circulate Public Review Draft IS/MND		\$2,403
14.1	Circulate Public Review Draft IS/MND	\$2,130	
14.2	Notice of Completion, Notice of Intent	\$273	
Task 15	Respond to Public Comments and Prepare/Submit Final IS/MND		\$4,614
15.1	Teleconference Call with County	\$374	
15.2	Respond to Comments	\$952	
15.3	Final IS/MND	\$2,358	
15.4	Mitigation Monitoring and Reporting Program	\$930	
Labor Total			\$220,299

Optional Tasks

	Optional Tasks Not-to-Exceed Budget	\$10,000
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Other Direct Costs (ODC) based on Rate Schedule **\$7,650**

Grand Total **\$237,949**

This Cost Summary represents the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses identified in this exhibit among Consultant's own personnel (not including any amounts allocated for subconsultants) and among the various tasks identified herein, subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of any individual task be exceeded, nor shall the amount allocated for Optional Tasks be exceeded, nor shall the total not-to-exceed dollar amount of the Contract be exceeded.

Exhibit C

Amended Rate Schedule

Labor

Rates for Technical Staff

Senior Technical Staff	\$105-190
Legal Deposition	\$300
Legal Testimony	\$450
Associate Technical Staff.....	\$85-105
Assistant Technical Staff	\$70-85

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	\$55-80
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Direct Expenses - Units

All Terrain Vehicle.....	\$150 per day
GPS Unit.....	\$110 per day
Incubator	\$400 per month
Projector	\$110 per day
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
Photocopy	\$0.10 per copy
Binding Fees	
Small Reports.....	\$3.00 each
Large Reports.....	\$5.00 each
Binders.....	\$20.00 each
CAD Line Production Plot	
Black & White	\$1.80 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
Color Graphics (8 ½ x 11)	\$5 each
second set	\$1 each
Color Graphics (11x17).....	\$10 each
second set	\$2 each
Large Black & White Graphic (11x17).....	\$1 each
Natural Diversity Database.....	\$275 per run
Digital Files (on CD/DVD)	\$5 per CD/DVD

10% fee on subconsultants and other direct expenses (exclusive of mileage expenses).

Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no subconsultant markup on any mileage expenses.