

ORIGINAL

16-54466

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

CEQA/NEPA Environmental Clearance and Permitting Services for the El Dorado Trail – Missouri Flat Road to El Dorado Trail and El Dorado Trail – Missouri Flat Road Bike/Pedestrian Overcrossing Projects

AGREEMENT FOR SERVICES #079-S1711

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Whitney Environmental Consulting, Inc., a corporation duly qualified to conduct business in the State of California, doing business as Foothill Associates, whose principal place of business is 590 Menlo Drive, Suite 5, Rocklin, California 95765 (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to assist its Community Development Agency, with California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) Environmental Clearance and Permitting Services for the El Dorado Trail – Missouri Flat Road to El Dorado Trail and El Dorado Trail – Missouri Flat Road Bike/Pedestrian Overcrossing Projects;

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

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

WHEREAS, COUNTY has determined that the provision of such services provided by CONSULTANT are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, COUNTY and CONSULTANT mutually agree as follows:

ARTICLE I

Scope of Services:

- A. CONSULTANT's services are to be provided specifically in support of the El Dorado Trail – Missouri Flat Road to El Dorado Trail and El Dorado Trail – Missouri Flat Road Bike/Pedestrian Overcrossing Projects (hereinafter collectively referred to as "Project").

- B. CONSULTANT shall perform all professional and technical services, work and tasks required to accomplish the objectives set forth herein, and shall provide and make available CONSULTANT's own personnel, subconsultants, materials, equipment and vehicles necessary to perform environmental and other associated services including, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific items of work to be provided under Exhibit A as specified therein, shall be prepared using the software described in Section D of this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit A. Adjustments to the completion times specified in Exhibit A may only be made in accordance with prior written approval (may consist of an email) of COUNTY's Contract Administrator or designee.

Unless otherwise indicated, receipt of the fully executed Agreement shall serve as CONSULTANT's Notice to Proceed with the work specified in Exhibit A, not including Optional Tasks. No payment will be made for any work performed prior to the effective date of the Agreement.

- C. In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by COUNTY's Contract Administrator. 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 COUNTY's Contract Administrator to the furtherance of completing the Project.

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

The specific services for each Optional Task assignment 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. Within an agreed timeframe as determined by COUNTY's Contract Administrator, following the meeting or telephone conference, CONSULTANT shall provide COUNTY's Contract Administrator with a written scope of work for the Optional Tasks, 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 written Task Order and/or Work Order, as applicable, approved by COUNTY's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Task assignment performed prior to approval and full execution of the Task Order and/or Work Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order and/or Work Order.

COUNTY's Contract Administrator will issue a written Task Order for Optional Task assignments where the not-to-exceed cost itemization is greater than \$10,000. COUNTY's Contract Administrator will issue a written Work Order for Optional Task assignments where the not-to-exceed cost itemization is \$10,000 or less.

COUNTY shall review CONSULTANT's progress at key points as specified in Exhibit A and in each Task Order and/or Work Order issued for Optional Tasks, if any. Milestone reviews shall be performed for the specific products and deliverables listed in Exhibit A and in each Task Order and/or Work Order, as applicable. Milestones may only be changed by written agreement (may consist of an email) between COUNTY's Contract Administrator, or designee and CONSULTANT.

- D. If a submittal, unsigned deliverable, or Task Order and/or Work Order deliverable is required to be an electronic file, CONSULTANT shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to COUNTY's computer and 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 the completion time schedules identified in Exhibit A or in the individual Task Orders and/or Work Orders that may be issued for Optional Tasks. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE VI, Termination, herein.

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

ARTICLE II

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A and in the individual Task Orders and/or Work Orders, if applicable, issued pursuant to this Agreement, and including all of the forms and reports required under the DBE provisions of this Agreement; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by CONSULTANT or by any authorized subconsultants. The total amount payable by COUNTY for an individual Task Order and/or Work Order shall not exceed the amount agreed to in the Task Order and/or Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Task Order and/or Work Order.

For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the scope of services to be provided under this Agreement, CONSULTANT may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Tasks and Items of Work, Other Direct Costs, and Optional Tasks identified therein (not including subconsultants), subject to COUNTY's Contract Administrator's written approval.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable project. No invoice shall be paid until the certified payroll is submitted.

ARTICLE III

Progress Reports: CONSULTANT shall submit written progress reports to COUNTY'S Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, CONSULTANT shall submit progress reports once per month. The reports shall be sufficiently detailed for COUNTY's Contract Administrator to determine if CONSULTANT is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. COUNTY's review of these reports will ensure that CONSULTANT's work meets a level of acceptability as determined by COUNTY's Contract Administrator, and CONSULTANT shall be required to modify its work as necessary to meet that level of acceptability as defined by COUNTY's Contract Administrator. Separate detail shall be provided for each ongoing Task Order or Work Order. Progress reports shall include the total number of hours worked by CONSULTANT and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work

and deliverables proposed for the subsequent reporting period. Any invoices submitted by CONSULTANT for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE IV

Performance Period:

- A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall end three (3) years thereafter, unless extended by an amendment to this Agreement.
- B. CONSULTANT is advised that any recommendation for award of this Agreement is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

ARTICLE V

Allowable Costs and Payments:

- A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by an amendment to this Agreement. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and Agreement is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by an amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by an amendment to the Agreement.
- B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$20,101.91. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by an amendment to the Agreement.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from COUNTY's Contract Administrator before exceeding such cost estimate.

- E. Progress payments will be made in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of ARTICLE VI, Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.
- G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than forty-five (45) calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone of the Project. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, Project title, the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each Task or Item of Work, and shall include the beginning and ending dates of the overall period of service. The final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of ARTICLE XI, Equipment Purchase, of this Agreement. The final invoice should be submitted within sixty (60) calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY at the following address:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Shanann Findley
Administrative Technician

or to such other location as COUNTY directs.

- H. The total amount payable by COUNTY, including the fixed fee, shall not exceed \$304,161.55.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI

Termination:

- A. COUNTY reserves the right to terminate this Agreement, or any Task Order or Work Order issued pursuant to this Agreement, upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the Notice of Termination. 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 Work Order or the total amount of this Agreement, 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.
- B. COUNTY may terminate this Agreement with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this Agreement with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable.
- D. 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.
- E. Bankruptcy: This Agreement, at the option of COUNTY, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.

- F. 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.
- G. Termination or Cancellation without Cause: CONSULTANT shall comply with the requirements of this Article, regarding administrative, contractual, or legal remedies in instances of default, termination or cancellation and with other terms and conditions of COUNTY's grant funding agreements that provide for such sanctions and penalties as may be appropriate in instances where contract terms are violated or breached.
- H. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

ARTICLE VII

Cost Principles and Administrative Requirements:

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.
- E. Notwithstanding any other provision of this Agreement to the contrary, payments to CONSULTANT for travel and subsistence (per diem) and mileage expenses, if applicable, for CONSULTANT's staff or for subconsultants claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to COUNTY employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Human Resources rates. If the rates invoiced are in excess of these authorized rates, then CONSULTANT is responsible for the cost difference and any overpayments shall be reimbursed to COUNTY upon demand. For the purposes of this Agreement, only mileage expenses for CONSULTANT and for subconsultants, if applicable, shall be eligible for reimbursement in accordance with ARTICLE II, Compensation for Services, above. No reimbursements for travel and subsistence (per diem) expenses for CONSULTANT or subconsultants shall be allowed.

- F. CONSULTANT and its subconsultants, if applicable shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. The accounting systems of CONSULTANT and all subconsultants shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

ARTICLE VIII

Retention of Records/Audit: For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the Agreement pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. The state, State Auditor, COUNTY, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

ARTICLE IX

Audit Review Procedures:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Fiscal Officer.
- B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Fiscal Officer of unresolved audit issues. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by COUNTY shall excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.
- D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government

officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY's Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

The provisional ICR will apply to this Agreement and all other contracts executed between COUNTY and CONSULTANT, either as a prime or subcontractant, with the same fiscal period ICR.

ARTICLE X

Subcontracting:

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subcontractant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subcontractant(s) is an independent obligation from COUNTY'S obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subcontractants within ten (10) calendar days from receipt of each payment made to CONSULTANT by COUNTY.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractants.
- E. Any substitution of subcontractant(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractant(s).
- F. 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. COUNTY may, at its sole discretion,

through its Contract Administrator, authorize CONSULTANT to utilize subconsultants for services performed in Exhibit A, for the particular tasks, work and deliverables identified therein or as identified in the individual Task Orders and/or Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by CONSULTANT prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Task Orders and Work Orders issued pursuant to this Agreement. 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 XI

Equipment Purchase:

- A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000, prior authorization by COUNTY's Contract Administrator is required; three (3) competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two (2) years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the Project.
- D. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE XII

State Prevailing Wage Rates:

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Note: The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction contracts.

ARTICLE XIII

Conflict Of Interest:

- A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing COUNTY construction project, which will follow. CONSULTANT has acknowledged this interest of consultant and CONSULTANT has duly executed Exhibit D, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.
- D. The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. CONSULTANT attests that it has no current business or financial relationship with any COUNTY employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. COUNTY represents that it is unaware of any financial or economic interest of any public officer or employee of

CONSULTANT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE VI, Termination, herein.

ARTICLE XIV

Rebates, Kickbacks or Other Unlawful Consideration:

CONSULTANT warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV

Prohibition of Expending COUNTY, State or Federal Funds for Lobbying:

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions which form and instructions are attached hereto as Exhibit E and are incorporated herein and made by reference a part hereof.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XVI

Statement of Compliance:

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVII

Debarment and Suspension Certification:

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVIII

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 XIX

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, COUNTY, Caltrans and FHWA guidelines, NEPA, Pub. L. 91-190, 42 U.S.C. 4321-4347, January 1, 1970, as amended by Pub. L. 94-52, July 3, 1975, Pub. L. 94-83, August 9, 1975, and Pub. L. 97-258, § 4(b), September 13, 1982, all NEPA guidelines and related regulations, CEQA, Public Resources Code Sections 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in NEPA and CEQA certifiable environmental documents. Services shall further conform to all State of California statutes, regulations and procedures (including those set forth in the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines) relating to federal-aid programs, all Title 23 federal requirements, Caltrans' Standard Environmental Reference (SER),

Volume 2, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

All of CONSULTANT's services and deliverables must adhere to current COUNTY, Caltrans and federal requirements for project development and shall be made available to COUNTY and Caltrans for review and approval at the appropriate stages specified in the Task Orders or Work Orders issued pursuant to the Agreement or upon request by COUNTY's Contract Administrator.

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

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

ARTICLE XX

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 XXI

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 and/or Work Orders issued pursuant to this Agreement, 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 and deliverables provided under this Agreement.

ARTICLE XXII

CONSULTANT's Project Manager: CONSULTANT designates Kyrsten Shields, Senior Regulatory Specialist, as its Project Manager for this Agreement. CONSULTANT's Project Manager, or COUNTY-approved designee, shall be accessible to COUNTY's

Contract Administrator, or designee, during normal COUNTY working hours and shall respond within twenty-four (24) hours to COUNTY inquiries or requests. CONSULTANT's Project Manager shall be responsible for all matters related to CONSULTANT's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders and Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing CONSULTANT's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE XXIII

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

ARTICLE XXIV

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

ARTICLE XXV

Confidentiality:

- A. CONSULTANT and any subconsultants authorized under this Agreement 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 Community Development Agency or to such person with COUNTY's consent for the purpose of, and in the performance of, this Agreement.
- B. Permission granted by COUNTY to disclose information on one occasion shall not authorize CONSULTANT or any subconsultants authorized under this Agreement, to further disclose such information, or disseminate the same on any other occasion.

- C. CONSULTANT and any subconsultants authorized under this Agreement 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 COUNTY's Board of Supervisors.
- D. CONSULTANT and any subconsultants authorized under this Agreement 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 COUNTY, and receipt of COUNTY's 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 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.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- G. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XXVI

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 subcontractors, 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 in accordance with good engineering practices 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, agents, associates, representatives, or subconsultants.

ARTICLE XXVII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that COUNTY is a political subdivision of the State of California. As such, COUNTY is subject to the provisions of Article XVI, Section 18 of the California Constitution and

other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of COUNTY business, COUNTY will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

ARTICLE XXVIII

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

To COUNTY:

County of El Dorado
Community Development Agency
Transportation Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Unit

With a copy to:

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

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

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

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

Attn.: Ed Armstrong,
Vice President

or to such other location as CONSULTANT directs.

ARTICLE XXIX

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

ARTICLE XXX

Indemnity: CONSULTANT shall defend, indemnify, and hold COUNTY and its officers, agents, employees and representatives 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 CONSULTANT's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of COUNTY, CONSULTANT, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of COUNTY, its officers, agents, employees and representatives, or as expressly provided 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 XXXI

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of CONSULTANT as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

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

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. CONSULTANT's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event CONSULTANT cannot provide an occurrence policy, CONSULTANT shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.

In addition, CONSULTANT shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide COUNTY with proof of same if requested.

ARTICLE XXXII

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 the 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 XXXIII

California Residency (Form 590): All independent consultants providing services to COUNTY must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. CONSULTANT will be required to submit a Form 590 prior to execution of this Agreement, or COUNTY shall withhold seven (7) percent of each payment made to CONSULTANT during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXIV

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

ARTICLE XXXV

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

ARTICLE XXXVI

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXVII

Compliance with Federal, State and COUNTY Requirements: COUNTY is relying on federal assistance or grants, state funds and on local agency or other grant funds for all or a portion of the funding for the services to be provided herein. As a requirement of COUNTY's use of federal, state and local agency grant funds, COUNTY is required to comply with certain contracting requirements and to extend those requirements to all third party contracts. CONSULTANT shall comply with all applicable provisions of federal, state and local agency regulations, including those required by the FHWA grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by various parts of the Code of Federal Regulations (CFR), are incorporated by reference and made a part of this Agreement:

2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)"

Circular A-133, revised June 26, 2007, "Audits of States, Local Governments, and Non-Profit Organizations"

Copies of the OMB Circulars are available on the Internet at:

<http://www.whitehouse.gov/omb/circulars/index.html>.

Failure of CONSULTANT to comply with any federal, state or local agency provision may be the basis for withholding payments for charges made by CONSULTANT and for such other remedies as may be appropriate including termination of this Agreement. CONSULTANT shall further comply with any flow-down or third-party contracting provisions which may be required under the federal, state or local agency regulations and which may apply to CONSULTANT's subcontracts, if any, associated with this Agreement.

ARTICLE XXXVIII

Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 590 Menlo Drive, Suite 5, Rocklin, California 95765.

ARTICLE XXXIX

Covenant Against Contingent Fees: By executing this Agreement, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XL

Design Standards: CONSULTANT shall perform all services under this Agreement in conformance with applicable federal, state and local design standards or other standards for work performance stipulated in ARTICLE XIX, Standards for Work, or in the individual Task Orders and Work Orders, if any, issued pursuant to this Agreement.

ARTICLE XLI

Documentation: CONSULTANT shall document the results of its work to the satisfaction of COUNTY and if applicable, the State of California and the FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the Agreement objectives.

ARTICLE XLII

Patent Rights: Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions are hereby included in this Agreement as applicable.

CONSULTANT shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XLIII

Copyrights: COUNTY may permit copyrighting reports or other Agreement products. If copyrights are permitted, COUNTY, FHWA and State of California shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal Government purposes:

- a) The copyright in any work developed under this Agreement; and
- b) Any rights of copyright to which CONSULTANT purchases ownership with grant support.

CONSULTANT shall incorporate this provision in its subcontracts, if any, in excess of \$25,000.

ARTICLE XLIV

Disadvantaged Business Enterprise (DBE) Considerations: CONSULTANT must give consideration to DBE firms as specified in 23 CFR 172.5(b) and in Appendix A to Part 26 of 49 CFR. CONSULTANT shall ensure that certified DBE firms have the opportunity to participate in the performance of this Agreement and CONSULTANT shall take all necessary and reasonable steps for such assurance.

ARTICLE XLV

DBE Participation:

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this Agreement shall assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. The goal for DBE participation for this Agreement is 8%. Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Commitment (Exhibit 10-O2). If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
- E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting COUNTY's consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).
- F. CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials, if any, for which each is listed unless CONSULTANT obtains prior written consent from COUNTY's Contract Administrator. CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE without written approval from COUNTY's Contract Administrator.
- G. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by

actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to COUNTY's Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice shall result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to COUNTY's Contract Administrator.
- L. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) days.

ARTICLE XLVI

Compliance with Disability Acts: CONSULTANT shall comply with: (a) Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (b) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (c) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

ARTICLE XLVII

Disputes:

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and the Community Development Agency Director, or designee, which may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) days after completion of all work under any individual Task Order or Work Order issued pursuant to this Agreement, CONSULTANT may request review by COUNTY's Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this Agreement.
- D. CONSULTANT's failure to follow this dispute resolution procedure shall constitute a waiver of such claims and a bar to further proceedings.

ARTICLE XLVIII

Inspection of Work: CONSULTANT and any subconsultants authorized herein shall permit COUNTY, the State of California and the FHWA, if federal participating funds are used in this Agreement to review and inspect the Project activities and files at all reasonable times during the performance period of this Agreement, including review and inspection on a daily basis.

ARTICLE XLIX

Safety:

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY's Safety Officer and other COUNTY representatives. CONSULTANT's personnel and any subconsultants authorized herein shall wear hard hats and safety vests at all times while working on construction project sites.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that there are areas that may be within the limits of certain projects that are open to public traffic. CONSULTANT shall comply with all of the

requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.
- D. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.

ARTICLE L

Claims Filed by COUNTY'S Construction Contractors:

- A. If claims are filed by COUNTY's construction contractors relating to work performed by CONSULTANT's personnel or subconsultants, and additional information or assistance from CONSULTANT's personnel or subconsultants is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel and/or subconsultants available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel and subconsultants that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Any consultation or testimony that may be required by COUNTY will be reimbursed at the same rates that are being paid for CONSULTANT's personnel services under Exhibit B hereto.
- C. Services of CONSULTANT's personnel or subconsultants in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE LI

National Labor Relations Board Certification: In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE LII

Evaluation of CONSULTANT: CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE LIII

Contracting with Small and Minority Firms and Women's Business Enterprises: It is a national policy to award a fair share of contracts to small and minority business firms. COUNTY is strongly committed to the objectives of this policy and encourages all consultants to take affirmative steps to ensure such fairness.

1. CONSULTANT shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.
2. Affirmative steps shall include:
 - a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
 - c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises;
 - e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
 - f) Requiring the prime CONSULTANT, if subcontracts are to be let, to take the affirmative steps listed in 2 (a) through (e) above.

ARTICLE LIV

Environmental Compliance: CONSULTANT shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency regulations (40 CFR Part 15); and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

ARTICLE LV

Contract Administrator: The COUNTY Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, P.E., Deputy Director, Engineering, Fairlane Engineering Unit, Transportation Division, Community Development Agency, or successor.

ARTICLE LVI

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

ARTICLE LVII

Partial Invalidity: If any provision of the 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 LVIII

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 LIX

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

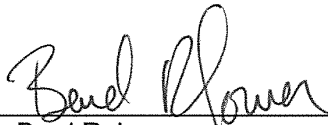
ARTICLE LX

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

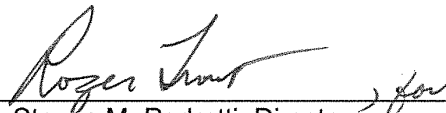
Requesting Contract Administrator Concurrence:

By:  Dated: 7/7/16
Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Unit
Transportation Division
Community Development Agency

Requesting Division Concurrence:

By:  Dated: 7/8/16
Bard R. Lower
Transportation Division Director
Community Development Agency

Requesting Department Concurrence:

By:  for Dated: 7/8/16
Steven M. Pedretti, Director
Community Development Agency

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

--COUNTY OF EL DORADO--

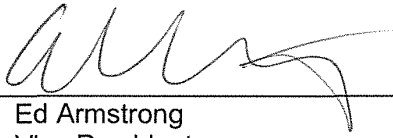
By: _____ Dated: _____

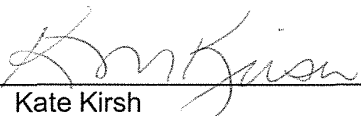
Board of Supervisors
"COUNTY"

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

By: _____ Dated: _____
Deputy Clerk

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

By:  _____ Dated: 7/6/16
Ed Armstrong
Vice President
"CONSULTANT"

By:  _____ Dated: 7/6/16
Kate Kirsh
Corporate Secretary

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

Exhibit A

Scope of Work

In accordance with Agreement for Services #079-S1711 between COUNTY and CONSULTANT, CONSULTANT shall complete the Tasks and Items of Work as detailed in the Scope of Work below.

AGREEMENT OVERVIEW:

CONSULTANT shall complete the Tasks detailed in the Scope of Work described below in accordance with the terms and conditions, including the reporting and deliverable requirements, of the Agreement. CONSULTANT shall provide services as described in the Scope of Work to assist COUNTY in acquiring the following authorizations for the Project from the referenced agencies.

- Approval of Natural Environmental Study (NES) from California Department of Transportation (Caltrans) and COUNTY;
- Oak Woodland Canopy and Impacts Assessment from COUNTY;
- Archaeological Survey Report, Historic Properties Survey Report, AB 52 Coordination, and Section 106 compliance (if applicable) from State Historic Preservation Office (SHPO);
- Approval of Preliminary Environmental Study from Caltrans and COUNTY;
- NEPA compliance from Caltrans;
- CEQA compliance from COUNTY;
- Section 7 compliance (if needed) from U.S. Fish and Wildlife Services (USFWS);
- Aquatic Resources Delineation and Clean Water Act Section 404 Nationwide Permit for Recreational Facilities (if needed) from the U.S. Army Corps of Engineers (Corps);
- Clean Water Act Section 401 Water Quality Certification (if needed) from the Central Valley Regional Water Quality Control Board (RWQCB); and
- California Fish and Game Code Section 1602 Streambed Alteration Agreement (if needed) with the California Department of Fish and Wildlife (CDFW).

CONSULTANT shall submit all deliverables to COUNTY's Contract Administrator (CA) for review and approval, with copies to COUNTY's CA's designee, in electronic formats (MS Word and Portable Document Format [PDF]) and paper copies as specified below.

If changes in the Scope of Work of this Agreement are required, an amendment must be approved in writing and executed by COUNTY and CONSULTANT.

PROJECT BACKGROUND:

The proposed Project shall combine two (2) separate COUNTY Capital Improvement Program (CIP) projects (Trail Segment, #97014 and Overcrossing Segment, #97015, hereinafter referred to as "Segments") that are assigned two (2) separate Federal ID numbers relative to their respective federal grant funding sources. These projects are combined into a single Project with a single environmental document due to their proximity to one another. Construction of each segment may occur separately or together, depending upon future funding availability. Both proposed Segments are located entirely within the Sacramento-Placerville Transportation Corridor Joint Powers Authority (SPTC) right-of-way.

The Trail Segment proposes the development of an eight (8) foot wide, paved Class 1 multi-use trail, other facilities such as signage, and roadway crossings at Forni Road and Blanchard Road. This Segment may also include the installation of fencing or railing, small culvert crossings, benches, exercise stations, and a small parking facility at Oriental Road.

The Overcrossing Segment is a proposal for the construction of a twelve (12) to fourteen (14) foot wide concrete deck with approaches to connect the existing El Dorado Trail at its existing terminus just east of Missouri Flat Road with the proposed Trail Segment west of Missouri Flat Road. The crossing shall provide a direct connection between trail segments separated by the roadway and shall eliminate the need for trail users to divert from the trail to the nearest signal crossing on Missouri Flat Road at Golden Center Drive.

CONSULTANT proposes the following Scope of Work to facilitate CEQA/NEPA Environmental Clearance Permitting Services for both Segments of the Project.

CONSULTANT shall perform the Tasks described in the Scope of Work below, and shall be completed in accordance with the Schedule and Deliverables below. CONSULTANT's authorized subconsultants for assistance with various Tasks specified herein include Windmill Consulting, Inc., Cogstone Resource Management, KD Anderson & Associates, Inc., and Bollard Acoustical Consultants, Inc.

PROJECT APPROACH:

It is anticipated that impacts resulting from the Project shall be analyzed under an Environmental Impact Report (EIR), unless the Initial Study process results in a determination that a Mitigated Negative Declaration (MND) is the more appropriate level of documentation pursuant to CEQA. Caltrans' approval of the September 28, 2015 Preliminary Environmental Study (PES) confirmed that both the Trail Segment and the Overcrossing Segment qualify as a Categorical Exclusion under NEPA within 23 CFR 771.117(c)(3) *Construction of bicycle and pedestrian lanes, paths, and facilities*.

COUNTY certified the SPTC's *Final EIR* and adopted the SPTC's *Master Plan (Master Plan) and Mitigation Monitoring Program* on February 5, 2003. The Master Plan covers future uses within an approximately twenty-eight (28) mile segment of SPTC railway right-of-way extending from the El Dorado/Sacramento County line to Apex, near the City of Placerville. The Master Plan provides guidance on the type of uses that may occur within the corridor to facilitate future individual development proposals within the corridor, including the currently proposed El Dorado Trail from Missouri Flat Road to El Dorado Road Project, which is identified as Segment C of the Master Plan. The Program EIR prepared for the Master Plan was a "first-tier" environmental review, assessing impacts with a broad approach as guidance for the future review of individual

projects. The proposed Project, including both the Trail Segment and Overcrossing Segment, are also included in the Master Plan and shall link Segment D of the Master Plan to Segment C.

As anticipated by the Master Plan and Program EIR prepared for the Master Plan, development of the Trail Segment and the Overcrossing Segment shall require a Project-specific environmental review.

Both Segments shall be processed concurrently under a single CEQA document to streamline opportunities as required by CEQA. The Trail Segment is directly adjacent to the eastern limits of the proposed Overcrossing Segment and it is possible to include both projects within a single Project Description carried forward through environmental review under CEQA, and perhaps any subsequent regulatory authorizations or permits, while the Segments proceed under NEPA as independent projects, but still concurrent with one another. Due to the independent utility of each project, COUNTY requested the ability to construct them independently. For example, if the Overcrossing Segment is designed to avoid impacts to environmental resources, environmental review for this Project may have the potential to be significantly streamlined and expedited under both CEQA and NEPA, with complete avoidance of any regulatory authorization or permitting, while the proposed Trail Segment will likely require more rigorous environmental review due, at a minimum, to potential impacts to biological resources such as wetlands/waters of the U.S., listed species, oak woodlands, and cultural resources. CONSULTANT shall work closely with COUNTY to devise an approach with the Project Description that satisfies CEQA and NEPA requirements while maintaining the ability to construct each Segment independently.

SCHEDULE AND DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, CONSULTANT shall submit all deliverables in accordance with ARTICLE I, Scope of Services, unless otherwise indicated in each Task or Item of Work described herein.

Unless otherwise indicated below, CONSULTANT shall submit draft documents and reports to COUNTY's CA for review and comment. CONSULTANT shall incorporate COUNTY's comments into the final documents or reports within one (1) week after receipt of comments from COUNTY's CA, unless an alternate schedule is mutually agreed upon by CONSULTANT and COUNTY's CA.

Draft deliverables shall be submitted in electronic MS Word format to COUNTY's CA unless otherwise stated. Final deliverables shall be submitted in Adobe Acrobat (pdf) format to COUNTY's CA unless otherwise stated. CONSULTANT shall work closely with COUNTY and Caltrans throughout the Project.

Due to unforeseen delays, major adjustments to the completion times specified herein may only be made in accordance with the prior written approval of COUNTY's CA.

SCOPE OF WORK:

TASK 1: NATURAL ENVIRONMENT STUDY – WBS-P510P

CONSULTANT shall review available materials, conduct a biological survey, and document general site conditions, biological communities, invasive plant, and other aquatic features within the Biological Survey Area (BSA). CONSULTANT shall document these results in the NES.

The NES shall function as the Biological Resource Assessment technical report to meet requirements for both CEQA and NEPA.

If adequate design detail is known for both Segments at the time of resource assessment fieldwork, CONSULTANT shall make all efforts to combine surveys for both Segments while at the same time maintaining the ability to finalize the NES for each Segment independently.

Trail Segment

CONSULTANT shall prepare draft and final versions of the NES in accordance with the October 13, 2014 Caltrans template for the proposed Trail Segment. The NES shall include, but not be limited to, the following: a description of the Project purpose and need; a summary of the quantity of habitat impacted (permanent, temporary, direct, indirect and cumulative impacts); a summarized quantity of special-status species impacted (permanent, temporary, direct, indirect and cumulative impacts); a summary of vegetation communities present; field survey results and information on plant and wildlife species observed in the study area; Essential Fish Habitat (EFH) evaluation; permits required; discussion of the presence of invasive/exotic species; discussion of any positive/beneficial impacts; and a description of mitigation measures, if applicable.

Activities:

- Prepare Draft NES and submit to COUNTY for review and comment.
- Prepare Revised Draft NES, incorporating COUNTY's comments, and submit to Caltrans for review and comment.
- Prepare Final NES, incorporating Caltrans' comments, and resubmit to Caltrans for signature.

Deliverables:

- Draft NES (electronic, Word and PDF formats).
- Revised Draft NES (electronic, Word and PDF formats and up to two [2] hard copies if requested by Caltrans).
- Final NES for Caltrans' signature (electronic, PDF format and up to five [5] hard copies).

Duration:

- The Draft NES shall be submitted to COUNTY's CA for review and comment within two (2) months after receipt of the fully-executed Agreement and engineering design data from COUNTY.
- The Revised Draft NES shall be submitted to Caltrans for review and comment within one (1) week after receipt of comments from COUNTY's CA.
- The Final NES shall be submitted to Caltrans for signature within one (1) week after receipt of Caltrans' final comments on the Revised Draft NES.

Overcrossing Segment

If the design for the proposed Overcrossing Segment extends into previously undisturbed areas located at the western trail connection, CONSULTANT shall review available materials, conduct a biological survey, and document general site conditions, biological communities, invasive plant, and other aquatic features within the BSA. CONSULTANT shall document these results in the NES (Minimal Impacts) (NESMI). The NESMI shall function as the Biological Resource Assessment technical report to meet requirements for both CEQA and NEPA, as needed.

CONSULTANT shall prepare draft and final versions of the NESMI according to the November 14, 2014 Caltrans template and provide the following: a summary, an introduction, study methods, results of the environmental setting, results of biological resources, discussion of impacts and mitigation, conclusions and regulatory determination, and references.

Activities:

- Prepare Draft NESMI and submit to COUNTY for review and comment.
- Prepare Revised Draft NESMI, incorporating COUNTY's comments, and submit to Caltrans for review and signature.
- Prepare Final NESMI, incorporating Caltrans' comments, and resubmit to Caltrans for signature.

Deliverables:

- Draft NESMI (electronic, Word and PDF format).
- Revised Draft NESMI (electronic, Word and PDF formats and up to two [2] hard copies if requested by Caltrans).
- Final NESMI for Caltrans' signature (electronic, PDF format and up to five [5] hard copies).

Duration:

- The Draft NESMI shall be submitted to COUNTY's CA for review within two (2) months after receipt of the fully-executed Agreement and engineering design data from COUNTY.
- The Revised Draft NESMI shall be submitted to Caltrans for review within one (1) week after receipt of comments from COUNTY's CA.
- The Final NESMI shall be submitted to Caltrans for signature within one (1) week after receipt of Caltrans' final comments on the Revised Draft NESMI.

TASK 2: AQUATIC RESOURCES DELINEATION REPORT – WBS-P510P

CONSULTANT shall conduct wetlands delineation fieldwork within the study area of the Project, including both the Overcrossing Segment and the Trail Segment, assuming engineering design data is available for both Segments, in accordance with the 1987 U.S. Army Corps of Engineers *Wetland Delineation Manual*, the *Arid West Supplement*, *Rapanos Guidelines*, and applicable wetlands regulations. Upon completion of the wetlands delineation fieldwork, CONSULTANT shall prepare a preliminary map of potential wetlands and other Waters of the U.S. within the Project area, in accordance with the requirements specified in the *Minimum Standards for Conducting a Wetland Delineation* by the Sacramento District of the Corps. CONSULTANT shall use the findings of the wetlands delineation fieldwork to prepare draft and final versions of the Aquatic Resources Delineation Map and the Aquatic Resources Delineation Report for COUNTY review and comment.

Upon receipt of COUNTY's comments, CONSULTANT shall prepare and submit the Final Aquatic Resources Delineation Map, Final Aquatic Resources Delineation Report, and request for verification or request for preliminary jurisdictional determination, depending on COUNTY's request, to the Corps. As required, CONSULTANT shall meet with the Corps staff on-site to review the delineation and provide any additional information that the Corps requests. This scope includes up to eight (8) hours of time for providing additional information, such as historical aerials and additional data points, at the request of Corps staff. If additional budget is

required to respond to Corps requests, an amendment to the Agreement must be approved in writing and executed by COUNTY and CONSULTANT.

Activities:

- Conduct wetlands delineation fieldwork.
- Prepare Draft Aquatic Resources Delineation Map and Draft Aquatic Resources Delineation Report and submit to COUNTY for review and approval.
- Prepare Final Aquatic Resources Delineation Map, Final Aquatic Resources Delineation Report, and request for verification or request for preliminary jurisdiction determination and submit to Corps.

Deliverables:

- Draft Aquatic Resources Delineation Map and Draft Aquatic Resources Delineation Report (electronic, Word and PDF format).
- Final Aquatic Resources Delineation Map and Final Aquatic Resources Delineation Report (one [1] bound hard copy).

Duration:

- Fieldwork shall be conducted within one (1) month after confirmation of the study area from COUNTY.
- The Draft Aquatic Resources Delineation Map and Draft Aquatic Resources Delineation Report shall be submitted to COUNTY's CA for review within one (1) month after completion of fieldwork.
- The Final Aquatic Resources Delineation Map and Final Aquatic Resources Delineation Report shall be submitted to Corps within one (1) week after receipt of comments from COUNTY.

TASK 3: OAK WOODLAND CANOPY AND IMPACTS ASSESSMENT– WBS-P510P

COUNTY regulates impacts to oak trees based on oak woodland canopy, in accordance with General Plan Measure 7.4.4.4. CONSULTANT shall prepare draft and final versions of an Oak Woodland Canopy Impact Assessment Report using aerial photo interpretation in combination with fieldwork, including a ground-truthing site survey, to determine the extent of oak canopy within the study area of both Segments combined, the percentage of oak canopy that may be impacted by the Project, and begin to develop a Mitigation Monitoring and Reporting Program (MMRP), which will be completed under Task 10 below.

CONSULTANT shall submit the Draft Oak Woodland Canopy Impact Assessment Report to COUNTY for review and comment. Upon receipt of COUNTY's comments, CONSULTANT shall incorporate one (1) round of COUNTY's comments into the Final Oak Woodland Canopy Impact Assessment Report. The Final Oak Woodland Canopy Impact Assessment Report shall be incorporated into the CEQA Document as outlined in Task 10.

Activities:

- Conduct Fieldwork and photo interpretation.
- Prepare Draft Oak Woodland Canopy Impact Assessment Report and submit to COUNTY for review and comment.
- Prepare Final Oak Woodland Canopy Impact Assessment Report, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Draft Oak Woodland Canopy Impact Assessment Report (electronic, Word and PDF format).
- Final Oak Woodland Canopy Impact Assessment Report (electronic, PDF format and three [3] hard copies).

Duration:

- Fieldwork and photo interpretation shall be conducted within four (4) weeks after receipt of the fully-executed Agreement and engineering design data from COUNTY.
- The Draft Oak Woodland Canopy Impact Assessment Report shall be submitted to COUNTY's CA for review within one (1) month after completion of fieldwork and photo interpretation.
- Final Oak Woodland Canopy Impact Assessment Report shall be submitted to COUNTY's CA within two (2) weeks of receipt of COUNTY's comments.

TASK 4: ARCHAEOLOGICAL SURVEY REPORT AND HISTORIC PROPERTIES SURVEY REPORT– WBS-P510P

CONSULTANT shall prepare draft and final versions of the Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR). For the purposes of this Scope of Work, it is assumed that Caltrans District 3 shall be the lead agency for a National Historic Preservation Act, Section 106 review. Assuming the Cultural Area of Potential Affect (APE), ultimately approved by Caltrans, is entirely within the Sacramento Placerville Transportation Corridor (SPTC) right-of-way, the ASR shall be limited to the area encompassing anticipated ground disturbance within the SPTC right-of-way. To accommodate Caltrans and COUNTY, CONSULTANT shall prepare and submit the draft and final versions of the ASR/HPSR and the Archaeological APE Map for COUNTY and Caltrans/California Office of Historic Preservation (OHP) review and comment.

Activities:

- Conduct records search by the North Central Information Center (NCIC), California Historical Resources Information System;
- Conduct NAHC sacred lands file search and list of Native American Contacts;
- Contact with Native American tribes listed by the commission for this Project, including both State and Federally recognized tribes, as well as those tribes that have requested directly with COUNTY to be notified of all COUNTY projects;
- Contact with COUNTY's History Museum and other historical groups;
- Conduct literature review;
- Conduct field inspection and recording on Department of Parks and Recreation (DPR) 523 series forms, railroad facilities and other cultural resources that cannot be avoided by trail development of the Project;
- Research written historic context (prehistory, Native American ethnography, history);
- Prepare Draft Archaeological APE Map and submit to COUNTY for review and comment.
- Prepare Final Archaeological APE Map, incorporating COUNTY's comments, and submit to Caltrans.
- Prepare Draft ASR/HPSR and submit to COUNTY for review and comment.
- Prepare Revised Draft ASR/HPSR, incorporating COUNTY's comments, and submit to Caltrans for review and comment.

- Prepare Final ASR/HPSR, incorporating Caltrans' comments, and submit to Caltrans for signature.

Deliverables:

Trail Segment:

- Draft Archaeological APE Map (electronic, Word and PDF format).
- Final Archaeological APE Map (electronic, PDF format).
- Draft ASR/HPSR (electronic, Word and PDF format).
- Revised Draft ASR/HPSR (one [1] hard copy to Caltrans).
- Final ASR/HPSR (three [3] hard copies to Caltrans and one [1] electronic, PDF format to COUNTY).

Overcrossing Segment:

- Draft Archaeological APE Map (electronic, Word and PDF format).
- Final Archaeological APE Map (electronic, PDF format).
- Draft ASR/HPSR (electronic, Word and PDF format).
- Revised Draft ASR/HPSR (one [1] hard copy to Caltrans).
- Final ASR/HPSR (three [3] hard copies to Caltrans and one [1] electronic, PDF format to COUNTY).

Duration:

- The Draft Archaeological APE Map shall be submitted to COUNTY's CA within two (2) weeks after receipt of the fully-executed Agreement and engineering design data from COUNTY.
- The Final Archaeological APE Map shall be submitted to Caltrans within one (1) week after receipt of COUNTY's comments.
- Background research shall be conducted within two (2) months after receipt of the fully-executed Agreement and engineering design data.
- Fieldwork shall be conducted within one (1) month after receipt of the fully-executed Agreement and engineering design data.
- The Draft ASR/HPSR shall be submitted to COUNTY's CA for review and comment within three (3) months after completion of fieldwork.
- The Revised Draft ASR/HPSR shall be submitted to Caltrans for review and comment within one (1) week after receipt of comments from COUNTY.
- The Final ASR/HPSR shall be submitted to Caltrans for signature within one (1) week after receipt of final comments from Caltrans.

TASK 5: HISTORIC RESOURCES EVALUATION REPORT – WBS-P510P

CONSULTANT shall prepare draft and final versions of the Historical Resources Evaluation Report (HRER) in accordance with Caltrans' SER Volume 2. CONSULTANT shall conduct a review of relevant archival records including, but not limited to, historic maps and aerials. CONSULTANT shall utilize the results of the literature search conducted for the HPSR/ASR under Task 4 as part of the records search. CONSULTANT shall consult with local historical societies to develop brief contexts of historic resources within the Project area. CONSULTANT shall coordinate with COUNTY and Caltrans to prepare draft and final versions of the Architectural APE for both Segments. CONSULTANT shall conduct an on-site field investigation of built-environment resources within the Architectural APE and related research at local sources. It is assumed that no historic-age resources will need to be updated or recorded.

CONSULTANT shall submit the Draft HRER to COUNTY and Caltrans for review and comment. Upon receipt of final comments, CONSULTANT shall prepare the Final HRER.

Following a preliminary review of the SPTC Master Plan, it was determined that one (1) built environment resource was indicated and the Placerville Brand Rail Line will require updating or recording on DPR 523 forms. It is assumed that the Placerville Brand Rail Line is the only built environment resource located within the APE requiring evaluation. It is further assumed that a Findings of Effect document is not required. This task also assumes one (1) round of review and comment from COUNTY and two (2) rounds of comment and review from Caltrans on the Draft HRER will be sufficient.

Activities:

- Conduct review of relevant archival records.
- Consult with local historical societies to develop brief contexts of historic resources within the Project area.
- Coordinate with COUNTY and Caltrans to prepare the Final APE Map for both Segments.
- Conduct an on-site field investigation of built-environment resources within the Architectural APE and related research at local sources.
- Prepare Draft Architectural APE Map and submit to COUNTY and Caltrans for review and comment.
- Prepare Final Architectural APE Map, incorporating COUNTY's and Caltrans' comments.
- Prepare Draft HRER and submit to COUNTY for review and comment.
- Prepare Revised Draft HRER, incorporating COUNTY's comments, and submit to Caltrans for review and comment.
- Prepare Final HRER, incorporating Caltrans' comments, and resubmit to Caltrans for signature.

Deliverables:

Trail Segment

- Draft Architectural APE Map (electronic, Word and PDF format).
- Final Architectural APE Map (electronic, PDF format).
- Draft Trail Segment HRER (electronic, Word and PDF format).
- Revised Draft Trail Segment HRER (electronic, PDF format).
- Final Trail Segment HRER (electronic, PDF format and one [1] hard copy to COUNTY and Caltrans).

Overcrossing Segment

- Draft Architectural APE Map (electronic, Word and PDF format).
- Final Architectural APE Map (electronic, PDF format).
- Draft Overcrossing Segment HRER (electronic, Word and PDF format).
- Revised Draft Overcrossing Segment HRER (electronic, PDF format).
- Final Overcrossing Segment HRER (electronic, PDF format and one [1] hard copy to COUNTY and Caltrans).

Duration:

- Background research and fieldwork shall be conducted within twelve (12) weeks after receipt of ASR Records Search Results.

- The Draft Architectural APE Map shall be submitted to COUNTY within two (2) weeks after completion of background research and fieldwork.
- The Final Architectural APE Map shall be submitted to Caltrans within one (1) week after receipt of comments from COUNTY.
- The Draft HRER shall be submitted to COUNTY's CA for review and comment within one (1) month after completion of background research and fieldwork.
- The Revised Draft HRER shall be submitted to Caltrans for review and comment within one (1) week after receipt of comments from COUNTY.
- The Final HRER shall be submitted to Caltrans for signature within one (1) week after receipt of final comments from Caltrans.

TASK 6: AIR QUALITY AND GHG TECHNICAL ANALYSIS, AIR QUALITY STUDY – WBS-P510P

CONSULTANT shall conduct an Air Quality and Greenhouse Gas (GHG) Technical Analysis to analyze the air quality effects resulting from construction for both the proposed Trail Segment and Overcrossing Segment. The Analysis shall include both criteria pollutant emissions, and GHG emissions associated with global climate change. CONSULTANT shall prepare the Analyses in support of CEQA and NEPA environmental documents. Upon completion of the Analysis, CONSULTANT shall prepare draft and final versions of the Air Quality Study to document the results and findings of the Analysis.

The Analysis shall be completed using the Road Construction Emissions Model to quantify short-term construction-related emissions (the Project would not result in a substantial increase in long-term operation emissions and addressed qualitatively). CONSULTANT shall quantify the following types of emissions in the analysis:

- Reactive organic gases (ROG);
- Carbon monoxide (CO);
- Nitrogen oxides (NO_x);
- Inhalable particulate matter less than 10 micrometers in diameter (PM₁₀);
- Fine particulate matter less than 2.5 micrometers in diameter (PM_{2.5}); and
- Carbon dioxide (CO₂).

Because CO₂ is considered a GHG pollutant, CONSULTANT shall also calculate a value for carbon dioxide equivalent (CO₂e) emissions, which shall include estimates of methane (CH₄), and nitrous oxide (N₂O) emissions.

On a long-term operational basis, the Project would generate a low number of vehicle trips and would not include stationary or area sources of emissions. Therefore, quantification of operational emissions is not proposed. If trip generation estimates for the Project are available, CONSULTANT shall describe the number of vehicle trips that would be generated by the Project.

CONSULTANT shall compare criteria pollutant emissions and GHG emissions to COUNTY's Air Quality Management District (AQMD) thresholds consistent with methods in the AQMD *Guide to Air Quality Assessment*. Based on these comparisons, CONSULTANT shall identify significant Project-related impacts. If significant impacts are identified, CONSULTANT shall coordinate with

the Project team and COUNTY staff to identify mitigation measures needed to reduce the impact to a less than significant level.

Construction of the proposed trail and overcrossing may potentially result in the exposure of sensitive receptors to Toxic Air Contaminant (TAC) emissions. To assess the potential impact to TAC emissions, CONSULTANT shall conduct a preliminary review of the California Department of Conservation (CDOC) document *Areas More Likely to Contain Naturally Occurring Asbestos in Western El Dorado County, California* to determine the likelihood of naturally occurring asbestos in the Project vicinity. CONSULTANT shall also analyze diesel exhaust emissions, another TAC, by conducting a screening level assessment for construction-related diesel exhaust emissions and compare the results to the thresholds within the AQMD *Guide to Air Quality Assessment*, and identify any mitigation measures needed to reduce impacts of diesel exhaust to a less than significant level.

The western portion of COUNTY is designated a nonattainment area for the federal eight-hour ozone standard, and the federal PM_{2.5} standard. However, as noted in the signed September 2015 Caltrans PES form for the Project, the Project is exempt from the federal Clean Air Act conformity rule, in accordance with transportation conformity regulations (40 CFR Part 93 Section 126). CONSULTANT shall document this exemption in the Air Quality Study.

CONSULTANT shall prepare a Draft Air Quality Study presenting the results of the Air Quality and GHG Technical Analysis. The Draft Air Quality Study shall be submitted to COUNTY for review and comment, and shall include the following:

- Background information on air quality and GHG emissions;
- Existing air quality and GHG conditions;
- Project-related air quality and GHG impacts; and
- Recommended mitigation measures.

The Air Quality Study shall document the assumptions and methods used in the Air Quality and GHG Technical Analysis. Road Construction Emissions Model output files shall be enclosed as appendices to the Air Quality Study.

Activities:

- Conduct Air Quality and GHG Technical Analysis.
- Prepare Draft Air Quality Study and submit to COUNTY for review and comment.
- Prepare Final Air Quality Study, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Draft Air Quality Study (electronic, Word and PDF format).
- Final Air Quality Study (electronic, PDF format and one [1] hard copy).

Duration:

- Air Quality and GHG Technical Analysis shall be completed within two (2) months after receipt of the fully-executed Agreement from COUNTY.
- Draft Air Quality Study shall be submitted to COUNTY's CA for review within two (2) months after receipt of the fully-executed Agreement and data required to prepare the Study.

- The Final Air Quality Study shall be submitted to COUNTY's CA within two (2) weeks after receipt of comments from COUNTY.

TASK 7: MINOR LEVEL VISUAL IMPACT ASSESSMENT REPORT – WBS-P510P

CONSULTANT shall prepare draft and final versions of the Minor Level Visual Impact Assessment (VIA) Report for both Segments using the current Caltrans template. The VIA Report shall describe the proposed improvements and characterize the Project location and existing visual setting.

The VIA Report shall characterize the proposed Project and shall analyze potential Project-related impacts (based on form, line colors, vividness, intactness and unity, as well as intensity) to the existing visual character and quality in the immediate area.

The VIA Report shall also characterize potential viewers (people who would have views of the Trail and Overcrossing as well as people with views from the proposed improvements). CONSULTANT shall analyze the impacts based on an assessment of visual changes and a predicted viewer response to those changes.

If applicable, avoidance and minimization measures shall be identified and the VIA Report shall conclude with a summary of findings.

Activities:

- Conduct background research and any additional fieldwork necessary to prepare the VIA Report.
- Prepare Draft VIA Report and submit to COUNTY for review and comment.
- Prepare Final VIA Report, incorporating COUNTY's comments, and submit to COUNTY and Caltrans.

Deliverables:

- Draft VIA Report (electronic, Word and PDF format).
- Final VIA Report (electronic, PDF format).

Duration:

- The background research and fieldwork shall be conducted within three (3) weeks after receipt of the fully-executed Agreement and engineering design data from COUNTY.
- The Draft VIA Report shall be submitted to COUNTY's CA for review and comment within three (3) weeks after the completion of background research and fieldwork.
- The Final VIA Report shall be submitted to COUNTY and Caltrans within one (1) week after receipt of comments from COUNTY.

TASK 8: NOISE ANALYSIS AND CONSTRUCTION TECHNICAL NOISE MEMORANDUM – WBS-P510P

CONSULTANT shall conduct a noise analysis in the Project area and prepare individual draft and final versions of the Technical Noise Memorandums for each Segment. CONSULTANT shall identify the noise level standards contained in the *El Dorado County General Plan Noise Element* and Caltrans Protocol, which are applicable to both Segments, as well as any germane, state, and federal standards. CONSULTANT shall conduct a detailed site inspection and short-term and/or long-term ambient noise survey to identify sensitive receptors located

within the Project study limits and shall quantify ambient noise conditions in the immediate Project vicinity.

Using the Caltrans Traffic Noise Analysis Protocol, CONSULTANT shall prepare an assessment of potential noise impacts associated with Project construction. The evaluation shall include consideration of the dates, times, and equipment to be used during Project construction.

CONSULTANT shall also provide specific recommendation for noise control at impacted receiver locations in the Project vicinity, as required by the Caltrans Traffic Noise Analysis Protocol.

CONSULTANT shall provide two (2) individual Construction Noise Technical Memorandums for each Segment which shall include the data, analysis, and results of the noise analysis. For the purposes of this Scope of Work, the Construction Noise Technical Memorandums shall cover construction noise only and shall not include preparation of a Project Noise Study Report (NSR) or Noise Abatement Decision Report (NADR). It is assumed that this Task will not require CONSULTANT's attendance at any meeting or public hearings.

Activities:

- Conduct noise analysis, including background research and fieldwork.
- Prepare Draft Construction Noise Technical Memorandums and submit to COUNTY for review and comment.
- Prepare Revised Draft Construction Noise Technical Memorandums, incorporating COUNTY's comments, and submit to Caltrans for review and comment.
- Prepare Final Construction Noise Technical Memorandums, incorporating Caltrans' comments, and submit to COUNTY and Caltrans.

Deliverables:

- Draft Construction Noise Technical Memorandums (electronic, Word and PDF format).
- Revised Draft Construction Noise Technical Memorandums (electronic, PDF format).
- Final Construction Noise Technical Memorandums (electronic, PDF format).

Duration:

- Noise analysis, background research, and fieldwork shall be conducted within three (3) weeks after receipt of the fully-executed Agreement, engineering design data, and list of anticipated construction equipment for the Project from COUNTY.
- The Draft Construction Noise Technical Memorandums shall be submitted to COUNTY's CA for review and comment within one (1) month after completion of noise analysis, background research, and fieldwork.
- The Revised Draft Construction Noise Technical Memorandums shall be submitted to COUNTY and Caltrans one (1) week after receipt of comments from COUNTY.
- The Final Construction Noise Technical Memorandums shall be submitted to Caltrans for within one (1) week of receipt of final Caltrans' comments.

TASK 9: NEPA LIAISON – WBS-P510P

CONSULTANT shall coordinate with and act on behalf of COUNTY as a liaison to the Federal Lead Agency (Caltrans) through Lead Agency approval of the NEPA decision document and issuance of the Final NEPA document, which is anticipated to be a Categorical Exclusion.

CONSULTANT shall coordinate with the Federal Lead Agency and respond to requests for additional information and answer applicable questions relevant to NEPA documentation up to the budgeted amount.

It is assumed that Caltrans shall act as the Federal Lead Agency throughout the Federal Endangered Species Act Section 7 Consultation and National Historic Preservation Act Section 106 Consultation. CONSULTANT shall complete the following subtasks under this Task.

Subtask 9.1 – U.S. Fish and Wildlife Section 7 Consultation

If Caltrans initiates Section 7 Consultation with the USFWS, CONSULTANT shall provide liaison services on behalf of COUNTY during Section 7 Consultation with Caltrans. CONSULTANT shall prepare and provide COUNTY and Caltrans with a Section 7 Biological Assessment (BA) to facilitate review by the USFWS. Based on a previously completed preliminary review of the proposed Project alignment by CONSULTANT, species relevant to Section 7 Consultation may include California red-legged frog (CRLF), and potentially vernal pool fairy shrimp and vernal pool tadpole shrimp. No elderberry shrubs were observed within the Project area during the preliminary site walk in February 2015. Fieldwork conducted in support of the NES under Task 1 shall be used to verify current conditions. The NES completed under Task 1 shall also serve as the basis for the Section 7 Biological Assessment for the Trail Segment. The Caltrans' signed PES for the Overcrossing Segment does not require a BA and as a result, no BA is proposed for the Overcrossing Segment.

This Scope of Work and Cost Estimate includes attendance by CONSULTANT at one (1) field meeting at the Project site with USFWS personnel.

Activities:

- Provide liaison services during Section 7 Consultation with Caltrans, as required.
- Prepare Draft BA for the Trail Segment and submit to COUNTY for review and comment.
- Prepare Revised Draft BA for the Trail Segment, incorporating COUNTY's comments, and submit to Caltrans for review and comment.
- Prepare Final BA for the Trail Segment, incorporating Caltrans' comments, and submit to Caltrans.

Deliverables:

- Draft BA for the Trail Segment (electronic, Word and PDF format).
- Revised Draft BA for the Trail Segment (electronic, PDF format).
- Final BA for the Trail Segment (two [2] hard copies and one [1] electronic PDF copy to Caltrans and one [1] electronic PDF to COUNTY).

Duration:

- The Draft BA shall be submitted to COUNTY's CA for review and comment within twelve (12) weeks of receipt of the fully-executed Agreement and engineering design data from COUNTY.
- The Revised Draft BA shall be submitted to Caltrans for review and comment within one (1) week after receipt of comments from COUNTY.
- The Final BA shall be submitted to COUNTY and Caltrans within one (1) week after receipt of final comments from Caltrans.

Subtask 9.2 – Section 106 Consultation

If Caltrans initiates Section 106 Consultation with SHPO, CONSULTANT shall provide liaison services on behalf of COUNTY during the Section 106 Consultation. CONSULTANT anticipates that the Section 106 Consultation shall take between ninety (90) and one-hundred eighty (180) days for completion.

Activities

- Provide liaison services during Section 106 Consultation with SHPO, as required.

Deliverables:

- Correspondence (emails or conference calls) with COUNTY, as applicable.

Duration:

- The duration shall depend on SHPO review of the Section 106 Consultation documentation, ASR/HPSR and HRER documents.
- Correspondence with COUNTY shall be submitted within one (1) week of receipt of responses from SHPO.

TASK 10: CEQA INITIAL STUDY AND EIR – WBS-P510P

Subtask 10.1 – EIR Initiation Meeting

CONSULTANT shall initiate the EIR preparation process by scheduling an EIR initiation meeting with COUNTY. The Cost Estimate for this subtask includes attendance at the Project EIR initiation meeting by CONSULTANT's Principal-in-Charge and Project Manager. The meeting shall be used to develop a comprehensive approach and strategy for addressing potentially significant and unavoidable impacts as identified by the Initial Study for which feasible mitigation cannot be identified.

Activities

- Attend Project EIR initiation meeting with COUNTY.

Deliverables:

- Meeting minutes/summary (electronic, Word and PDF format).

Duration:

- The meeting minutes/summary shall be submitted to COUNTY within one (1) week of the Project EIR Initiation Meeting.

Subtask 10.2 – Project Description and Document Review

Based on the Project information provided by COUNTY and as discussed in the Project EIR initiation meeting, CONSULTANT shall prepare a Project Description in the EIR format agreed upon by COUNTY and CONSULTANT. CONSULTANT shall prepare draft and final versions of the Project Description with sufficient specificity to base the EIR Analysis and finding contained within the EIR. CONSULTANT shall prepare and submit the Draft Project Description to COUNTY for review and comment prior to proceeding with the environmental analysis. Upon approval by COUNTY, the Project Description shall be used as the basis for all environmental analyses related to the Project.

CONSULTANT anticipates that minor changes to the Project Description throughout the Scope of Work will be necessary; however, major changes could substantially affect the impact analysis. Any Project Description changes that necessitate revisions to previously completed or in-progress Tasks could represent additional costs not included in the proposed budget. Such additional changes shall require written authorization from COUNTY's CA and may require an amendment to the Agreement.

CONSULTANT shall review COUNTY's planning, analysis, and policy documents for reference and shall be used within the EIR document.

Activities

- Prepare Draft Project Description and submit to COUNTY for review and comment.
- Prepare Final Project Description, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Draft Project Description (electronic, Word and PDF format).
- Final Project Description (electronic, PDF format).

Duration:

- The Draft Project Description shall be submitted to COUNTY's CA for review and comment within two (2) weeks after Project EIR Meeting and receipt of all Project information from COUNTY.
- The Final Project Description shall be submitted to COUNTY within one (1) week after receipt of comments from COUNTY.

Subtask 10.3 – Initial Study and Notice of Preparation (NOP)

Based on the Project Description prepared under Subtask 10.2, CONSULTANT shall prepare draft and final versions of the Initial Study and Notice of Preparation (NOP) pursuant to Section 15082(a) of the CEQA Guidelines. COUNTY will distribute the NOP to the public, affected agencies, and post on COUNTY's website. CONSULTANT shall deliver the NOP directly to the State Clearinghouse.

Activities

- Prepare Draft Initial Study and Draft NOP and submit to COUNTY for review and comment.
- Prepare Final Initial Study, incorporating COUNTY's comments, and submit to COUNTY and State Clearinghouse.
- Prepare Final NOP, incorporating COUNTY's comments, and submit to COUNTY and State Clearinghouse.

Deliverables:

- Draft Initial Study and Draft NOP (electronic, Word and PDF format).
- Final Initial Study and Final NOP (fifteen [15] hard copies each to State Clearinghouse and electronic, PDF format to COUNTY).

Duration:

- The Draft Initial Study and Draft NOP shall be submitted to COUNTY's CA for review within two (2) weeks after COUNTY's approval of the Project Description.

- The Final Initial Study and Final NOP shall be submitted to COUNTY and State Clearinghouse within one (1) week after receipt of comments from COUNTY.

Subtask 10.4 – Prepare Administrative Draft EIR

CONSULTANT shall prepare the Administrative Draft EIR (ADEIR) pursuant to the requirements of CEQA Statutes, CEQA Guidelines, CEQA case law, and COUNTY policies and standards. Each chapter shall identify relevant federal, State, and COUNTY policies, and shall evaluate the consistency of the Project with other applicable plans, regulations and policies.

The focus of the EIR, as provided by the CEQA Guidelines Section 15143, shall be limited to those environmental areas identified in the Initial Study as “potentially significant,” and as outlined in the “Environmental Analysis to be Contained in the EIR” subheading of this Scope of Work. For those resource areas not considered significant in the Initial Study, a discussion shall be included in the “Effects Not Found to be Significant” portion of the EIR.

Impact analyses for the EIR shall consist of the technical studies and assessments as outlined by and completed under Tasks 1 through 8.

Scope and Contents of the Administrative Draft EIR

The Project’s EIR Document shall contain the following chapters and topics:

Executive Summary

Chapters

- 1.0 Introduction
- 2.0 Project Description
- 3.0 Environmental Analysis
 - Environmental Setting
 - Regulatory Setting
 - Impacts
 - Mitigation Measures
- 4.0 Cumulative Impacts
- 5.0 Other Discussions Required by CEQA
 - Effects Not Found to be Significant
 - Significant Environmental Effects Which Cannot be Avoided if the Proposed Project is Implemented
 - Significant Irreversible Environmental Changes Which Would be Caused by the Proposed Project Should it be Implemented
 - Growth Inducing Effects
- 6.0 Alternatives to the Proposed Project
- 7.0 References
- 8.0 Report Preparation

The Project’s EIR Document shall also contain the required tables, figures, and technical appendices in accordance with CEQA guidelines and standards. A detailed description of each chapter and/or topic is described below.

Executive Summary, Introduction, Project Description

The Executive Summary shall summarize the conclusions and findings discussed in the EIR, presenting all potentially significant impacts and associated mitigation measures in a matrix format. The Introduction to the EIR shall describe the CEQA process specific to the proposed

Project and shall identify steps taken by COUNTY to comply with applicable CEQA regulatory requirements, including but not limited to, public scoping and notification. Final revisions to the Project Description chapter, if any, shall be made as part of preparation and final revision of the EIR.

Environmental Analysis to be Contained in the EIR

Aesthetics

The Trail Segment part of the Project proposes to construct a paved multi-use bicycle and pedestrian path, and possible unpaved natural trail for hikers and equestrian users within the SPTC. The Overcrossing Segment part of the Project proposes to construct a multi-use overcrossing for bicycles and pedestrians. The proposed Trail Segment is rated with a score of 12 on the Caltrans *Questionnaire to Determine Visual Impact Assessment Level*, completed as a component of the Caltrans PES, and would therefore result in negligible visual changes to the environment. CONSULTANT shall prepare a technical memorandum to document the negligible visual changes to the Project site for inclusion in the ADEIR. The proposed Overcrossing Segment is rated with a score of 17 on the Caltrans *Questionnaire to Determine Visual Impact Assessment Level*, completed as a component of the Caltrans PES, and would therefore result in noticeable visual changes to the environment. CONSULTANT shall prepare an abbreviated/minor Visual Impact Assessment (completed under Task 7) to document the visual changes from development of the Overcrossing Segment. The findings and analyses from both the technical memorandum and the VIA shall be used in the EIR to discuss the impacts to aesthetics. CONSULTANT shall also evaluate the proposed Project for the potential to introduce substantial new night lighting/or create new sources of glare, associated with the proposed overcrossing, that could affect residential areas to the north and south of the proposed overcrossing.

The EIR shall evaluate potential impacts related to aesthetics and, if applicable, identify feasible mitigation measures for significant impacts in the aesthetics section of the EIR.

Agricultural and Forestry Resources

The COUNTY's General Plan identifies forestry and agriculture as maintaining the rural character of COUNTY, and stresses prudent management of agricultural and forest land to protect these resources. The proposed Project is within the SPTC right-of-way. The agricultural resources EIR Section shall include a discussion of historical and current land uses, as well as a discussion of the current Farmland Monitoring and Mapping Program (FMMP) designations. This section shall also include an overview of forestry resources and shall identify any Project-related effects to these resources based on current regulatory standards.

Land Use and Planning

This section of the EIR shall evaluate potential impacts related to land use in the Project vicinity that could result from construction of both Segments of the Project. As proposed, the Project would not involve any General Plan amendments or rezoning. No right-of-way acquisitions are anticipated, with the exception of possible easements for access to the Trail Segment. The Land Use section shall describe land uses in the area; identify existing and planned development; analyze consistency with the General Plan and COUNTY's Zoning Ordinances; and discuss implementation easements for trail access. Project consistency with SPTC's Master Plan and other plans and policies shall be discussed as applicable.

Recreation

This section of the EIR shall discuss recreation opportunities within the Project vicinity and the additional recreational opportunities that the Project shall provide for the community. This section shall also summarize mitigation measures discussed in other resource sections of the EIR proposed to reduce impacts that could potentially result from development of the proposed Project.

Transportation and Circulation

This section of the EIR shall identify existing traffic conditions, traffic anticipated to be generated by the proposed Project, parking opportunities for the proposed Project, traffic plans during Project construction, and a review of COUNTY plans and policies as they relate to traffic and circulation. Project contributions to cumulative traffic impacts in the area resulting from the Project shall also be analyzed in this chapter.

Noise

The Noise section of the EIR shall discuss Project-related noise impacts based on the acoustical analysis prepared under Task 8. The Noise Section of the EIR shall contain a characterization of current average sound levels at the Project site, as well as a review and description of the noise exposure standards related to individual land uses, including recreational uses in relation to the standards defined by COUNTY's General Plan and applicable state standards for noise exposure. Additional information within this section shall include a definition of acoustical terminology.

The EIR shall identify mitigation measures for Project-related construction noise determined to be appropriate and those determined to be feasible for implementation for the proposed Project.

Air Quality and Greenhouse Gas Emissions

The Air Quality and GHG Emissions sections of the EIR shall include a discussion of the air quality setting (including a discussion of climate and topography), environmental health effects of criteria pollutants, existing air quality in COUNTY, the regulatory setting, and potential air quality and greenhouse gas impacts. Project-related air quality impacts and anticipated Project related emissions shall be based on the Air Quality and GHG Technical Analysis completed under Task 6.

Hydrology and Water Quality

The Hydrology and Water Quality section of the EIR shall be based on the grading and Project design plans provided by COUNTY, as well as water quality standards and waste discharge requirements. Significant impacts could relate to increased rate and volume of runoff from impervious surfaces, erosion and sedimentation, and interruption of natural drainage patterns. Completion of this section shall include a summary of the drainage network within the Project site including culvert locations and sizing; identify applicable COUNTY and State policies, programs, and standards associated with water resources; and evaluate potential impacts associated with culvert crossings. CONSULTANT shall evaluate possible Best Management Practices (BMPs) for mitigation of any significant impacts associated with water quality. The Project is not within a 100-year flood hazard area and therefore the EIR shall not focus on potential hazards from flooding.

Geology and Soils

The Geology and Soils section of the EIR shall include discussion of conditions within the Project site and a summary of soil characteristics, identify the geologic setting of the Project vicinity including seismic hazards in the area; and identify mitigation measures for any significant impacts identified, based on review of background information and COUNTY development standards. This section shall also describe Best Management Practices to address potential erosion impacts during construction and the proposed long-term management/maintenance of the trail alignment and adjacent areas.

Hazards and Hazardous Materials

The Hazards and Hazardous materials section of the EIR shall include database searches to determine if there are any potential hazardous materials within the Project vicinity pursuant to Government Code 65962.5. The Project site is within rural areas of COUNTY that are subject to wildland fires and the section shall include a complete analysis on the risks to the proposed Project from wildland fire. This section shall also summarize the results of the Phase I Environmental Site Assessment and Phase II Environmental Site Assessment for the proposed Trail Segment and the Phase I Environmental Site Assessment for the proposed Overcrossing Segment prepared by COUNTY to evaluate the Project vicinity for evidence of Recognized Environmental Conditions resulting from current and/or former site activities. Where applicable, the EIR shall identify feasible mitigation measures determined to be appropriate.

Biological Resources

The conclusions of the NES and Aquatic Resources Delineation (Task 1 and Task 2) shall serve as the basis for the Biological Resources section of the EIR. The Biological Resources Section shall summarize the existing conditions; identify applicable regulations; identify and evaluate all potentially significant direct and indirect impacts on the natural environment, both onsite and offsite; and recommend mitigation measures specific to each impact. The area of impact to significant habitats and ecological resource areas shall be quantified based on Project design.

The EIR shall evaluate the loss of oak woodland canopy (determined under Task 3), important habitat, including foraging habitat, and impacts to listed species.

Cultural and Tribal Cultural Resources

CONSULTANT shall prepare the EIR section addressing cultural resources and archaeology based on the findings of the ASR/HPSR and HRER documents completed under Task 4 and Task 5, as well as any relevant information pertaining to tribal cultural resources obtained during AB 52 Consultation, prepared under Task 14 below. The Cultural and Tribal Cultural Resources section shall describe the environmental setting to include the prehistoric context, ethnographic context, history, archaeological resources, historical resources, and culturally significant plants. The section shall also analyze the potential Project impacts to all cultural resources found onsite, including any recorded or potential sites important to Native American history and early European settlements. Where possible, appropriate feasible mitigation measures shall be developed for potential impacts to cultural resource sites found to occur within the Project area.

Cumulative Impacts

CONSULTANT shall assess the impacts of the proposed Project in combination with other known, approved, or reasonably foreseeable development activity in the Project area. Analytical assumptions shall be coordinated with the assumptions of other possible COUNTY

projects in the vicinity to ensure consistency. This analysis shall address each topic covered in the EIR environmental analysis and shall identify appropriate mitigation measures that may reduce any potentially significant cumulative impacts.

Other Discussions Required by CEQA

Effects Not Found to Be Significant

This section shall discuss impacts to resources not found to be significant in the Initial Study. These issues are currently anticipated to include Mineral Resources, Population and Housing, Public Services, and Utilities.

Significant Environmental Effects Which Cannot Be Avoided If The Proposed Project Is Implemented

Impacts that are both significant and unavoidable shall be identified in this section. These shall be determined based on the overall analysis for the EIR and thresholds of significance established in the EIR or by regulatory agencies. Should there be significant unavoidable adverse impacts identified, CONSULTANT shall address them in a Statement of Overriding Considerations.

Significant Irreversible Environmental Changes Which Would Be Caused By The Proposed Project Should It Be Implemented

This section shall summarize the major changes to the environment that would result from construction of the proposed Project. It shall focus on the physical environmental changes in the Project setting such as those caused by grading and paving, the level of commitments to use of non-renewable resources represented by the Project, and potential for secondary impacts that may place additional burdens on non-renewable resources.

Growth Inducing Effects

As a required discussion and in accordance with CEQA Section 15126.2(d), CONSULTANT shall provide a Growth Inducing Effects discussion in the EIR. CONSULTANT shall evaluate the potential of the proposed Project to generate additional growth in the area using standard growth analysis criteria, such as the Project's potential to foster economic or population growth or its potential to remove obstacles to population growth through extension of infrastructure. Growth inducing effects are not anticipated to be significant.

Alternatives to the Proposed Project

CONSULTANT shall work with COUNTY to identify alternatives to the proposed Project. Each alternative shall be contrasted with the proposed Project in terms of the extent to which Project objectives and reduction in adverse impacts are achieved. CONSULTANT shall prepare qualitative analyses of impacts from each alternative with respect to each environmental analysis topic covered in the EIR, providing quantitative and comparative analysis where data is available and in accordance with recent case law and CEQA Guidelines Section 15126.6(d). CONSULTANT shall evaluate up to two (2) Project alternatives, including the "no Project" alternative as required by CEQA. The environmentally superior alternative shall be identified.

Activities:

- Prepare ADEIR and submit to COUNTY for review and comment.
- Prepare responses to COUNTY's comments on the ADEIR.

Deliverables:

- ADEIR (electronic, Word and PDF format, and three (3) bound copies).
- One (1) written response to compilation of COUNTY's comments on the ADEIR (electronic, PDF format).

Duration:

- The ADEIR shall be submitted to COUNTY's CA for review within three (3) months after completion and approval of all studies and reports identified in Tasks 1 through 8 and COUNTY's approval of the Project Description.
- The response to COUNTY's comments on the ADEIR shall be submitted to COUNTY within two (2) weeks after receipt of COUNTY's comments, or at a time mutually agreeable between COUNTY and CONSULTANT.

Task 10.5 – Prepare Screencheck Draft EIR

Following COUNTY's review of the ADEIR and CONSULTANT's responses to COUNTY's comments, CONSULTANT shall revise the ADEIR and prepare a Screencheck Draft EIR. The Screencheck Draft EIR shall be submitted to COUNTY for review and comment.

This Scope of Work assumes that responding to COUNTY's comments on the ADEIR will not require new technical studies or site-specific data collection and revisions to the Technical Appendices are not anticipated. If requested by COUNTY, CONSULTANT shall meet with COUNTY to discuss the comments and receive direction with regard to responses.

Activities:

- Prepare Screencheck Draft EIR, incorporating responses to COUNTY's comments on the ADEIR.
- Attend up to one (1) meeting with COUNTY to discuss comments on the ADEIR, if needed.

Deliverables:

- Screencheck Draft EIR (electronic, PDF format).

Duration:

- The Screencheck Draft EIR shall be submitted to COUNTY's CA for review and comment within two (2) weeks after receipt of COUNTY's comments on the ADEIR.

Task 10.6 – Prepare Public Review Draft EIR

CONSULTANT shall prepare the Public Review Draft EIR (DEIR) for circulation and public review. All input received from COUNTY during review of the ADEIR and Screencheck Draft EIR shall be incorporated. CONSULTANT shall distribute the DEIR and Appendices, the DEIR Executive Summary, and CD copies of the DEIR and Appendices, as well as the DEIR Notice of Completion (NOC) to the State Clearinghouse. CONSULTANT shall submit copies of the DEIR to COUNTY.

CONSULTANT assumes that COUNTY will initiate the public review period and provide copies of the DEIR to the public libraries and COUNTY offices, as well as notify the public and agencies through a Notice of Availability (NOA) by mail and through the local public newspaper and on COUNTY's Community Development Agency's Transportation Division website. CONSULTANT's Principal and Project Manager shall be available at a single public

meeting/hearing to answer questions regarding the EIR analysis and CEQA process. Attendance at public meetings to review/receive comments on the DEIR is discussed and budgeted under Meetings and Hearings below.

Activities:

- Prepare Public Review DEIR Package, including DEIR and Appendices, DEIR Executive Summary, and NOC, incorporating all input and comments received by COUNTY on the ADEIR and Screencheck Draft EIR, and submit to COUNTY and the State Clearinghouse.
- Attend up to one (1) public meeting/hearing to answer questions regarding the EIR analysis and CEQA process.

Deliverables:

- Public Review DEIR Package, including one (1) complete bound hard copy of the DEIR and Appendices, fifteen (15) copies of the DEIR Executive Summary, and fifteen (15) CDs of the entire document and appendices, as well as one (1) DEIR NOC to the State Clearinghouse.
- Public Review DEIR Package, including ten (10) hard copies, one (1) electronic PDF format copy, and one (1) CD copy to COUNTY for public circulation.

Duration:

- The Public Review DEIR Package shall be submitted to COUNTY's CA and the State Clearinghouse within one (1) week after COUNTY's approval of the Screencheck Draft EIR.

Task 10.7 – Prepare Responses to Comments and Administrative Draft Final EIR

Upon completion of the public review period of the DEIR, CONSULTANT shall prepare written responses to all comments received from agencies and members of the public on the DEIR. This Scope of Work assumes that comments will not result in any substantive revisions to technical studies already completed or lead to the need for new technical studies.

CONSULTANT shall prepare the Introduction to the Administrative Final EIR (AFEIR) which shall explain how COUNTY has complied with all CEQA Statutes and Guidelines throughout all portions of the CEQA process. It shall also provide an index of all changes made to the DEIR in response to comments received from the public and/or other agencies. The comments and responses shall be detailed in the second section of the AFEIR, where each comment letter shall be reproduced and specific responses to each comment shall be provided. The third section of the AFEIR shall present those pages of the DEIR on which changes were made in response to the comments.

For budgeting purposes, the Cost Estimate associated with this Subtask assumes that up to one hundred (100) individual comments of varying detail shall be received, and that each comment shall require an average of one-half (½) hour of CONSULTANT's time to complete a draft response. CONSULTANT shall coordinate with COUNTY to review the anticipated responses and approach.

Activities:

- Prepare written responses to public comments received on the DEIR and submit to COUNTY for review and comment.

- Prepare AFEIR, incorporating public comments and responses, and submit to COUNTY for review and comment.

Deliverables:

- Written responses to public comments received on the DEIR (electronic, Word and PDF format).
- AFEIR (electronic, Word and PDF format).

Duration:

- The AFEIR shall be submitted to COUNTY's CA for review within two (2) months after close of the public review period and COUNTY provides compiled public comments to CONSULTANT. This time frame is directly dependent upon the number and complexity of the comments received on the DEIR. CONSULTANT shall communicate any additional time requirements with COUNTY.

Task 10.8 – Mitigation Monitoring and Reporting Program

CONSULTANT shall prepare draft and final versions of the Mitigation Monitoring and Reporting Program (MMRP) for COUNTY's review concurrent with review of the AFEIR. The MMRP shall be prepared pursuant to Section 21081.6 of the Public Resources Code. For each mitigation measure contained in the EIR, the MMRP shall identify the party(ies) responsible for implementation (individuals, departments), timeframe for monitoring, and the party(ies) responsible for verifying compliance with performance criteria (to measure success of mitigation).

Activities:

- Prepare Draft MMRP and submit to COUNTY for review and comment.
- Prepare Final MMRP, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Draft MMRP (electronic, Word and PDF format).
- Final MMRP (electronic, PDF format).

Duration:

- The Draft MMRP and Final MMRP shall be submitted to COUNTY concurrent with AFEIR.

Task 10.9 – Prepare Screencheck Final EIR

Following COUNTY's review of the AFEIR, CONSULTANT shall incorporate any necessary revisions, prepare the Screencheck Final EIR and submit to COUNTY for final review and comment. Any additional final comments received from the Screencheck Final EIR shall be incorporated into the Final EIR.

Activities:

- Prepare Screencheck Final EIR and submit to COUNTY for review and comment.

Deliverables:

- Screencheck Final EIR (electronic, PDF format).

Duration:

- The Screencheck Final EIR shall be submitted to COUNTY within one (1) week after receipt of comments from COUNTY on AFEIR and Draft MMRP.

Task 10.10 – Prepare Final EIR

CONSULTANT shall prepare the Final EIR (FEIR) Package, including the FEIR, FEIR Executive Summary, and the FEIR NOC for consideration by COUNTY's Board of Supervisors (Board) during the public hearing. The Cost Estimate associated with this subtask assumes that the FEIR will include reprinting of only those pages from the DEIR on which changes were made, with the changes tracked with underlining and strikethrough, as appropriate. CONSULTANT shall submit the FEIR Package to COUNTY and State Clearinghouse.

CONSULTANT's Principal and Project Manager shall attend the public hearing on the FEIR, as discussed under Meetings and Hearings below.

Activities:

- Prepare FEIR Package, and submit to COUNTY and State Clearinghouse.
- Attend FEIR public hearing.

Deliverables:

- FEIR Package, including one (1) complete bound hard copy of the FEIR, fifteen (15) copies of the FEIR Executive Summary, one (1) copy of the FEIR NOC, and fifteen (15) CDs of the entire document and appendices to the State Clearinghouse.
- FEIR Package, including ten (10) hardcopies of the FEIR to COUNTY.

Duration:

- The FEIR Package shall be submitted to COUNTY within one (1) week of receipt of comments from COUNTY on Screencheck Final EIR and Final MMRP.
- CONSULTANT shall coordinate with COUNTY to schedule the FEIR public hearing.

Task 10.11 – Meetings and Hearings

CONSULTANT anticipates attending up to three (3) meetings plus one (1) public hearing lasting an average of two (2) to three (3) hours each, for the purposes outlined below:

- EIR Initiation – Attended by CONSULTANT's Principal and Project Manager;
- Public Scoping/DEIR Public Meeting – Attended by CONSULTANT's Principal and Project Manager;
- Meeting with COUNTY to review public comments received on the DEIR; and
- One (1) public hearing for the FEIR - Attended by CONSULTANT's Principal and Project Manager.

Task 10.12 – Prepare Notice of Determination

Following Project approval and adoption of the FEIR by COUNTY's Board, CONSULTANT shall prepare and submit the Notice of Determination (NOD) to COUNTY. It is assumed that COUNTY will file the NOD with COUNTY's Recorder-Clerk's Office and that COUNTY shall pay any associated fees within five (5) working days following approval of the EIR.

Activities:

- Prepare NOD and submit to COUNTY for filing with Recorder-Clerk's Office.

Deliverables:

- NOD (electronic, PDF format).

Duration:

- The NOD shall be submitted to COUNTY's CA within one (1) day after COUNTY's Board hearing.

TASK 11: CLEAN WATER ACT SECTION 404 NATIONWIDE PERMIT 42 APPLICATION – WBS- D2351

CONSULTANT shall prepare draft and final versions of the Pre-Construction Notification (PCN) and Application Packages for each Segment for submittal to the Corps pursuant to the requirements for requesting authorization under the Federal Clean Water Act Section 404 Nationwide Permit 42 (NWP 42) Recreational Facilities.

CONSULTANT shall submit the PCN and Application Packages to the Corps requesting authorization for the placement of fill in Waters of the U.S. associated with the construction of a recreational facility project pursuant to Section 404 of the Federal Clean Water Act. This Scope of Work assumes that impacts associated with the proposed fill shall not exceed 0.5 acre or 300 linear feet of streambed, and that any fill proposed for placement within the 100-year floodplain shall be completed in a manner consistent with all applicable State and local floodplain management requirements.

The submittal shall include all relevant Project information as required for authorization under the NWP 42, and specified pursuant to 33 CFR 325.1 and 72 CFR 11092-11198. The following information shall be used and/or obtained from COUNTY in order to prepare and submit the Application Packages:

- Surface area of waters to be filled and dredge volume (development footprint provided in usable digital file format by COUNTY or COUNTY's engineer and analyzed by CONSULTANT);
- Aquatic Resources Delineation Report prepared by CONSULTANT (Task 2);
- Digital files for the Project including the Project boundary and/or area of potential effect, as applicable (usable file formats as agreed upon by COUNTY and CONSULTANT);
- Construction drawings, 11x17 hardcopies and electronic format (provided by COUNTY and/or COUNTY's engineer);
- Biological Resource Assessment prepared by CONSULTANT (Task 1); and
- ASR/HPSR prepared by CONSULTANT (Task 4).

CONSULTANT shall 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 shall be investigated first.

CONSULTANT shall provide agency liaison services on behalf of COUNTY through all stages of the Section 404 Permitting process and shall address any comments and/or questions concerning the aforementioned reports and application packet as necessary.

The Cost Estimate for this task assumes that an individual PCN and Application Package shall be prepared for each Segment.

Activities:

- Prepare Draft PCN and Application Packages and submit to COUNTY for review and comment.
- Prepare Final PCN and Application Packages, incorporating COUNTY's comments, and submit to the Corps for approval.

Deliverables:

- Draft PCN and Application Packages (electronic, PDF format).
- Final PCN and Application Packages (one [1] hard copy each to Corps and one [1] electronic to COUNTY).

Duration:

- The Draft PCN and Application Packages shall be submitted to COUNTY's CA for review and comment within one (1) month after receipt of final design details from COUNTY and receipt of the Pre-Jurisdictional Determination from the Corps.
- The Final PCN and Application Packages shall be submitted to the Corps within two (2) weeks after receipt of comments from COUNTY.

TASK 12: SECTION 401 WATER QUALITY CERTIFICATION – WBS-D235I

CONSULTANT shall prepare draft and final versions of the 401 Water Quality Certification Applications and submit to the RWQCB. This submittal shall 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.

A copy of the final, certified CEQA EIR prepared for the Project is required to be submitted to the RWQCB prior to issuance of the 401 Water Quality Certification.

CONSULTANT shall act as a liaison on behalf of COUNTY with the RWQCB during the application review process and shall respond to questions concerning the applications, requests for additional information, and other correspondence as necessary.

The Cost Estimate for this Task assumes individual 401 Water Quality Certification Applications will be prepared for each Segment.

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.

Activities:

- Prepare graphics to be used in 401 Water Quality Certification Applications, including, but not limited to Site and Vicinity, Aquatic Resources Map, Land Use and Impacts, and Proposed Storm Water Facilities
- Prepare Draft 401 Water Quality Certification Applications and submit to COUNTY for review and comment.
- Prepare Final 401 Water Quality Certification Applications, incorporating COUNTY's comments, and submit to the RWQCB for approval.

Deliverables:

- Draft 401 Water Quality Certification Applications (electronic, Word and PDF format).
- Final 401 Water Quality Certification Applications (electronic, PDF format to COUNTY and RWQCB).

Duration:

- The Draft Water Quality Certification Applications shall be submitted to COUNTY's CA for review within two (2) weeks after the release of the DEIR for public review.
- The Final Water Quality Certification Application shall be submitted to COUNTY and the RWQCB within two (2) weeks after receipt of comments from COUNTY.

TASK 13: CDFW 1600 STREAMBED ALTERATION NOTIFICATION – WBS-D235I

CONSULTANT shall prepare draft and final versions of the Streambed Alteration Notification for each Segment for submittal to the CDFW and provide liaison services on behalf of COUNTY during the application review process.

A copy of the final, certified CEQA EIR, as well as a copy of the CDFW filing fee receipt, is required for the application review process.

The agency processing fee, based on the construction costs of work to be completed within the streambed, is not included in this Scope of Work and is the responsibility of COUNTY.

The cost estimate for this task assumes an individual Streambed Alteration Notification shall be prepared for each Segment.

Activities:

- Prepare Draft Streambed Alteration Notifications and submit to COUNTY for review and comment.
- Prepare Final Streambed Alteration Notifications, incorporating COUNTY's comments, and submit to the CDFW for approval.

Deliverables:

- Draft Streambed Alteration Notifications (electronic, Word and PDF format).
- Final Streambed Alteration Notifications (electronic, PDF format to COUNTY and the CDFW).

Duration:

- The Draft Streambed Alteration Notifications shall be submitted to COUNTY's CA for review and comment within two (2) weeks after the release of the DEIR for public review.
- The Final Streambed Alteration Notifications shall be submitted to COUNTY and the CDFW within two (2) weeks after receipt of comments from COUNTY.

TASK 14: AB 52 CONSULTATION AND COORDINATION – WBS-D235I

CONSULTANT shall assist COUNTY with AB 52 Consultation and Coordination as well as the preparation of draft and final versions of the Formal Notification Letter to all designated California Native American tribal contacts for tribes that have requested notice. This Scope of Work assumes that COUNTY will provide a contact list to CONSULTANT of all designated representatives of California Native American tribes that have requested such notice.

CONSULTANT shall assist COUNTY with facilitating tribal coordination required pursuant to Assembly Bill 52, including attendance during a tribal coordination meeting, and follow up correspondence as applicable, up to budgeted amount.

Activities:

- Prepare Draft Formal Notification Letter and submit to COUNTY for review and comment.
- Prepare Final Formal Notification Letter, incorporating COUNTY's comments, and submit to COUNTY for circulation to designated tribes.

Deliverables:

- Draft Formal Notification Letter (electronic, Word and PDF format).
- Final Formal Notification Letter (electronic, PDF format).

Duration:

- The Draft Formal Notification Letter shall be submitted to COUNTY's CA for review and comment within two (2) weeks after receipt of the tribal contact list from COUNTY.
- The Final Formal Notification Letter shall be submitted to COUNTY for circulation within one (1) week after receipt of comments from COUNTY.

TASK 15: OPTIONAL TASKS – WBS-D235I

COUNTY may require CONSULTANT to perform the following Optional Tasks. If services are required for the Optional Tasks, COUNTY shall issue separate Task Orders and/or Work Orders for CONSULTANT to perform such Optional Tasks. The schedules described for the Optional Tasks shall be reviewed and revised concurrent with the request for authorization to complete the Optional Tasks. COUNTY may require CONSULTANT to submit a revised and detailed scope of work for Optional Tasks prior to issuing Task Orders and/or Work Orders for the work to be performed.

In the event that COUNTY determines, based on the Initial Study findings, that the more appropriate level of documentation is a Mitigation Negative Declaration (MND), Optional Task 15 below details the scope of work for that option. In accordance with ARTICLE I, Scope of Services of this Agreement, CONSULTANT shall not proceed with any Optional Tasks prior to receiving approval in the form of a written Task Order and/or Work Order from COUNTY's CA, or designee.

15.1 – Administrative Draft IS/MND

CONSULTANT shall prepare an Initial Study/ Mitigated Negative Declaration (IS/MND) pursuant to 40 CFR 1501.3 and CEQA Guidelines, Section 15063 respectively. This Task assumes that COUNTY will serve as the Lead Agency pursuant to CEQA, Section 21067.

An Initial Study Checklist based on Appendix G of the current CEQA Guidelines shall be used to document potential environmental impacts resulting from implementation of the proposed Project. The Initial Study shall contain all mandatory required elements including the following:

1. Project Description – The Project Description shall describe the baseline information for the Project site, as well as the major elements of the Project including the Project location and Project purpose and shall include a discussion of the proposed construction process, construction materials, construction timing/sequencing and operational use.

CONSULTANT shall provide COUNTY with a Draft Project Description for review and approval prior to commencing impact analyses.

2. Figures identifying the local and regional location of the Project site, as well as updated mapping/classifications and other Project characteristics as relevant to CEQA analysis.
3. Disclosure of potential environmental impacts resulting from implementation of the proposed Project. CONSULTANT shall use the Initial Study Checklist (CEQA Guidelines - Appendix G) to prepare the IS/MND. The checklist shall contain a narrative of each issue in support of each conclusion and shall include discussions (as required by current CEQA statute) relevant to aesthetics, agricultural and forest resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use, mineral resources, noise, population and housing, public services, recreation, transportation, utilities, and mandatory findings of significance.

Based on a previously completed preliminary review of proposed Project, and pending a review of Trail Segment and Overcrossing Segment design, anticipated areas of primary focus for environmental analyses may include, but not be limited to:

- Biological Resources; and
- Cultural/Historical Resources.

Impact analysis relevant to Biological Resources shall be based on the technical information from the NES completed under Task 1, the Aquatic Resources Delineation completed under Task 2, and the Oak Woodland Canopy and Impacts Assessment completed under Task 3. Cultural Resource analyses shall rely on the ASR/HPSR proposed by Task 4. Air Quality and GHG analyses shall focus on construction-related impacts and shall rely on the Air Quality/GHG Technical Study completed under Task 6.

The IS/MND shall tier off of the programmatic SPTC's *Master Plan EIR* prepared by Jones & Stokes Associates, Inc. and certified by COUNTY on February 25, 2003. In accordance with CEQA Guidelines Section 15152, "Tiering" is a concept referring to use of the analysis presented in a broad EIR, such as a General Plan EIR, for use in subsequent EIR's or Negative Declarations (ND's) on more focused projects, incorporating by reference the general discussion contained in the broader EIR, and concentrating the later EIR or ND on issues specific to the later project. Tiering is appropriate when the sequence of analysis is from an EIR prepared for a general plan, policy or program, to an EIR or ND prepared for another policy, plan, or program of lesser scope, or to a site-specific EIR or ND. CEQA encourages tiering to eliminate repetitive discussions of the same issues, and allows for focusing in later EIR's and ND's on issues ripe for discussion at each level.

Tiering shall be utilized within the proposed IS/MND document by relying on the SPTC's *Master Plan EIR* as the initial basis for analyzing the potential environmental impacts resulting from development of the proposed Project.

If appropriate, the impact analysis may also rely upon data documented within the *Diamond Springs Parkway Project EIR* prepared by Michael Brandman Associates and dated May 2011.

Unless otherwise noted above, all analyses shall rely upon existing readily-available sources of information, including adopted COUNTY environmental and planning documents and ordinances, existing studies relevant to the site and proposed improvements, U.S. Geological

Survey (USGS) topographic quadrangles, National Resource Conservation Service (NRCS) soils maps, and other documents as relevant to impact analyses prepared and evaluated pursuant to CEQA.

Where relevant, the IS/MND sections shall identify feasible and tangible mitigation measures to reduce impact levels to levels below significance as applicable to relevant thresholds for all environmental impacts identified in the CEQA Initial Study Checklist as "potentially significant." This Scope of Work assumes that all potentially significant impacts can be mitigated to a less than significant level and that an IS/MND shall meet the requirements for environmental review pursuant to CEQA.

CONSULTANT shall prepare the NOC for transmittal to the State Clearinghouse pursuant to CEQA, Section 21161, and the Notice of Intent (NOI) to adopt an MND in accordance with CEQA Guidelines Section 15072. As currently recommended by the State Clearinghouse Guidelines for submittal of IS/MND's, CONSULTANT shall prepare a Summary Form to accompany the IS/MND submittal to the State Clearinghouse under Subtask 15.3.

Activities:

- Prepare Draft IS/MND Package, including IS/MND, NOI, NOC, and Summary Form, and submit to COUNTY for review and comment.

Deliverables:

- Draft IS/MND Package (electronic, Word and PDF format).

Duration:

- CONSULTANT shall submit the Draft IS/MND Package to COUNTY's CA for review and comment within six (6) weeks after the receipt of the fully-executed Task Order and/or Work Order for this Optional Task, if needed.

15.2 – Screencheck Draft IS/MND Package

Upon the receipt of a single set of written comments from COUNTY on the Draft IS/MND Package, CONSULTANT shall prepare a Screencheck Draft IS/MND Package to address all of COUNTY's comments and submit the Screencheck Draft IS/MND to COUNTY for final review and comment.

Activities:

- Prepare Screencheck Draft IS/MND and submit to COUNTY for final review and comment.

Deliverables:

- Screencheck Draft IS/MND (electronic, Word and PDF format).

Duration:

- CONSULTANT shall submit the Screencheck Draft IS/MND to COUNTY's CA for review and comment within one (1) week of receipt of comments from COUNTY.

15.3 – Public Review Draft IS/MND Package

Following COUNTY's approval of the Screencheck IS/MND Package, CONSULTANT shall prepare the Public Review Draft IS/MND Package for submittal to the State Clearinghouse. CONSULTANT shall also submit the Public Review Draft IS/MND to COUNTY to begin the thirty

(30) day public review period. It is assumed that COUNTY will coordinate the publication of the applicable Notices and postings with COUNTY's Recorder-Clerk's Office prior to circulation of the Public Review IS/MND Package.

Activities:

- Prepare Public Review Draft IS/MND Package and submit to COUNTY and the State Clearinghouse.

Deliverables:

- Public Review Draft IS/MND Package, including one (1) hardcopy of the NOC, fifteen (15) copies of the Summary Form, and fifteen (15) CDs of the complete IS/MND Package to the State Clearinghouse.
- Public Review Draft IS/MND Package, including one (1) electronic, PDF copy and twenty-five (25) bound copies of the Public Review Draft IS/MND Package to COUNTY.

Duration:

- CONSULTANT shall submit the Public Review Draft IS/MND Package to COUNTY and State Clearinghouse within one (1) week of COUNTY's approval of the Screencheck Draft IS/MND Package.

15.4 – Response to Comments Memo and MMRP

Following the close of the thirty (30) day public review period, CONSULTANT shall work with COUNTY to review all written comments received on the Public Review Draft IS/MND Package and prepare draft and final versions of a Response to Comments Memo. CONSULTANT assumes that comments will be minor (not requiring additional analysis or studies) and responses will consist primarily of clarifying information and directing commenters to the appropriate discussion in the IS/MND Package. All comments and responses shall be provided in memo format for COUNTY to utilize in a staff report. This Scope of Work assumes that a separate, stand alone Final IS/MND document will not be prepared.

CONSULTANT shall prepare a MMRP in accordance with Section 15074(d) of the CEQA Guidelines for incorporation into the Final IS/MND following completion of the public review period. Alternately, the MMRP can be prepared and included within the Public Review Draft IS/MND if desired by COUNTY.

Activities:

- Prepare Draft Response to Comments Memo and submit to COUNTY for review and comment.
- Prepare Final Response to Comments Memo, incorporating COUNTY's comments, and submit to COUNTY.
- Prepare Draft MMRP and submit to COUNTY for review and comment.
- Prepare Final MMRP, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Draft Response to Comments Memo (electronic, Word and PDF format).
- Final Response to Comments Memo (electronic, PDF format and one [1] hard copy).
- Draft MMRP (electronic, Word and PDF format).
- Final MMRP (electronic, PDF format).

Duration:

- CONSULTANT shall submit the Draft Response to Comments Memo and Draft MMRP to COUNTY's CA within two (2) weeks after receipt of final public comments from COUNTY.
- CONSULTANT shall submit the Final Response Memo and Final MMRP to COUNTY's CA within one (1) week of receipt of comments from COUNTY.

15.5 – Prepare Notice of Determination

Following the Project approval and adoption of the IS/MND by COUNTY's Board, CONSULTANT shall prepare draft and final versions of the NOD. CONSULTANT assumes COUNTY will file the NOD with COUNTY's Recorder-Clerk's Office and that COUNTY will pay the associated filing fees within five (5) working days following approval of the IS/MND.

Deliverables:

- Prepare Draft NOD and submit to COUNTY for review and comment.
- Prepare Final NOD, incorporating COUNTY's comments, and submit to COUNTY.

Deliverables:

- Draft NOD (electronic, Word and PDF format).
- Final NOD (electronic PDF format).

Duration:

- CONSULTANT shall submit the Draft NOD to COUNTY's CA for review and comment within one (1) week following COUNTY's approval of the IS/MND.
- CONSULTANT shall submit the Final NOD to COUNTY's CA within one (1) day after receipt of comments on the Draft NOD.

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

Exhibit B

Rate Schedule

All of CONSULTANT's services, inclusive of any and all Task Orders and/or Work Orders issued pursuant to this Agreement, shall be in accordance with the following rates:

***Labor Rates:**

Senior Technical Staff	\$110.00 – 250.00	Senior CAD/GIS Staff	\$95.00 – 135.00
Legal Deposition.....	\$300.00	Associate CAD/GIS Staff.....	\$80.00 – 95.00
Legal Testimony.....	\$450.00	Assistant CAD/GIS Staff.....	\$70.00 – 80.00
Associate Technical Staff.....	\$85.00 – 110.00	Administrative Staff.....	\$65.00 – 90.00
Assistant Technical Staff.....	\$65.00 – 85.00		

Direct Costs:

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

Fixed Fee (Profit): 10.00%

Total Fixed Fee (Profit) shall not exceed: \$20,101.91

* Labor rates include overhead, fringe benefit, and general and administrative costs.

Additional Quotes

For supplies, services, or equipment that are not included in the Rate Schedule, quotes are available upon request.

Mileage Reimbursement

Reimbursement for mileage expenses for CONSULTANT and subconsultants shall be compensated in accordance with all of the provisions of ARTICLE VII, Cost Principles and Administrative Requirements, of this Agreement.

Other Direct Costs Markup

Other direct costs including, but not limited to, special reproductions, records searches, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, without markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Rate Increases

Any increases in CONSULTANT's hourly rates shall be in accordance with ARTICLE V, Allowable Costs and Payments, of this Agreement and are subject to written approval by COUNTY's CA.

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

Exhibit C

Cost Estimate

Task	Description	Cost
Task 1	Natural Environment Study	\$ 14,388.75
Task 2	Aquatic Resources Delineation Report	\$ 6,493.15
Task 3	Oak Woodland Canopy and Impacts Assessment	\$ 4,836.80
Task 4	Archaeological Survey Report and Historic Properties Survey Report	\$ 3,363.10
Task 5	Historic Resources Evaluation Report	\$ 3,489.55
Task 6	Air Quality and GHG Technical Analysis, Air Quality Study	\$ 1,728.93
Task 7	Minor Level Visual Impact Assessment Report	\$ 4,526.67
Task 8	Noise Analysis and Construction Technical Noise Memorandum	\$ 1,252.47
Task 9	NEPA Liaison	\$ 18,997.95
Task 10	CEQA Initial Study and EIR	\$ 94,904.61
Task 11	Clean Water Act Section 404 Nationwide Permit 42 Application	\$ 15,951.00
Task 12	Section 401 Water Quality Certification	\$ 9,330.85
Task 13	CDFW 1600 Streambed Alteration Notification	\$ 12,539.78
Task 14	AB 52 Consultation and Coordination	\$ 4,175.65
Consultant Other Direct Costs		\$ 14,400.00
Consultant Total		\$ 210,379.26
Subconsultants:		
	Windmill Consulting, Inc.	\$ 19,760.60
	Cogstone Resource Management	\$ 28,284.00
	KD Anderson & Associates, Inc.	\$ 9,855.00
	Bollard Acoustical Consultants, Inc.	\$ 7,920.00
Subconsultant Subtotal		\$ 65,819.60
Optional Tasks:		
Task 15	Consultant	\$ 25,141.29
	Consultant Other Direct Costs	\$ 2,821.40
Total Optional Tasks		\$ 27,962.69
Total Project Cost Estimate		\$ 304,161.55

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this cost estimate, CONSULTANT may request to reallocate the expenses listed herein among the various Scope of Work Tasks, Other Direct Costs, and Optional Tasks identified herein (not including subconsultants), subject to COUNTY's CA's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

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

Exhibit D

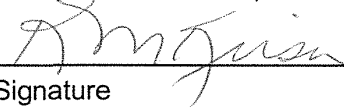
INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XIII, Conflict of Interest, in the space provided below, and on supplemental sheets as necessary, (a) CONSULTANT shall disclose any financial, business or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project; and (b) CONSULTANT shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project.

Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of CONSULTANT Disclosure Statement, other than as disclosed above.



Signature

Kate Kirsh

Name
Corporate Secretary

Title
Whitney Environmental Consulting, Inc. dba Foothill associates

Company Name

07/06/2016

Date

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

Exhibit E

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____												
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____													
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____													
8. Federal Action Number, if known:	9. Award Amount, if known:													
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)													
(attach Continuation Sheet(s) if necessary)														
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <table style="border: none;"><tr><td style="border: 1px solid black; width: 15px; height: 15px;"></td><td>a. retainer</td></tr><tr><td style="border: 1px solid black; width: 15px; height: 15px;"></td><td>b. one-time fee</td></tr><tr><td style="border: 1px solid black; width: 15px; height: 15px;"></td><td>c. commission</td></tr><tr><td style="border: 1px solid black; width: 15px; height: 15px;"></td><td>d. contingent fee</td></tr><tr><td style="border: 1px solid black; width: 15px; height: 15px;"></td><td>e. deferred</td></tr><tr><td style="border: 1px solid black; width: 15px; height: 15px;"></td><td>f. other, specify _____</td></tr></table>			a. retainer		b. one-time fee		c. commission		d. contingent fee		e. deferred		f. other, specify _____
	a. retainer													
	b. one-time fee													
	c. commission													
	d. contingent fee													
	e. deferred													
	f. other, specify _____													
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____														
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)														
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>														
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.														
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL												
Federal Use Only:														

Standard Form LLL Rev. 04-28-06

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Whitney Environmental Consulting, Inc.
dba Foothill Associates

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#079-S1711
Exhibit E

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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4. checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4. to influenced the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.



**COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY**

INTEROFFICE MEMORANDUM

Date: June 28, 2016

To: Don Ashton, Chief Administrative Officer
Joe Harn, Auditor/Controller

From: Steve Pedretti, Director

Subject: Delegation of Signature Authority for July 5 through July 8, 2016.

I will be out of the office starting Tuesday, July 5, through Friday, July 8, 2016. During my absence, I am delegating my signature authority to Roger Trout, Director, Community Development Agency, Development Services Division.

A handwritten signature in cursive script, appearing to read "Roger Trout".

Roger Trout, Director
Community Development Agency, Development Services Division

Please call Lauri Stutts at Extension #7593 should administrative assistance be needed during my absence.

Thank-you,

A handwritten signature in cursive script, appearing to read "Steve M. Pedretti".

Steve Pedretti, Director
Community Development Agency

SMP:lks

cc: Dave Defanti, Assistant Director, Community Development Agency, LRP
Kate Sampson, Assistant Director, Administration & Finance Division
Greg Stanton, Director, Environmental Management
Bard Lower, Director, Transportation
Roger Trout, Director, Development Services
Ruth Young, Chief Financial Officer
Karen Feathers, CAO's Office
Melanie Young, Auditor/Controller's Office