



COUNTY OF PLACER
Community Development Resource Agency

PLANNING

Michael J. Johnson, AICP
Agency Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Director
Planning Department, Community Development Resource Agency

DATE: April 6, 2010

SUBJECT: Contract amendments for work associated with the Placer County Conservation Plan (PCCP)

ACTION REQUESTED: The Planning Department is requesting that the Board of Supervisors approve amendments to four contracts associated with the preparation of the Placer County Conservation Plan (PCCP), Environmental Impact Report/Environmental Impact Statement (EIR/EIS) and Finance Plan. Amendments have been prepared for: TRA Environmental Sciences, Inc. (conservation strategy preparation); Hausrath Economics Group (finance plan); ICF International, AKA: Jones & Stokes (EIS/EIR); and Northfork Associates (wetland permitting).

BACKGROUND: The Planning Department is continuing with the preparation of the Placer County Conservation Plan for Western Placer County. The conservation strategy is expected to be submitted to the wildlife agencies this spring. The PCCP will provide regulatory coverage for the State and Federal Endangered Species Act for 50 years. The PCCP will also provide regulatory coverage for Sections 401 and 404 of the Clean Water Act for water quality and wetland permits and Section 1600 of the California Fish and Game Code for Streambed Alteration Agreements.

The subject contract amendments are for continued work related to the following tasks:

- TRA Scope - Continued preparation of the conservation strategy including modifications to the strategy based upon the review by the wildlife agencies;
- HEG Scope – Continued work on cost model and analysis with additional work on financial alternatives analysis (Finance subcommittee submittal), cost and funding chapter, on-going support and an additional task to update economic analysis of growth and land conversion.
- ICF Scope, AKA: Jones & Stokes – Continued preparation of the EIS/EIR with additional tasks for the revision of Notice of Preparation, public scoping, strategic advice and review and additional informational material for the public.
- NFA Scope – Continued preparation of the County Aquatic Resource Program for the PCCP with additional tasks related to technical editing, programmatic permits and master agreements with regulatory agencies, additional coordination with the State Historic Preservation Office, mapping and data analysis.

FISCAL IMPACT: The subject contract amendments cumulatively add up to \$700,334. The individual contract amendments for each consultant result in the following amendments:

1. TRA Environmental Sciences, Inc (Attachment 1) - \$440,000
2. Hausrath Economics Group (Attachment 2) - \$86,169
3. ICF International (Attachment 3) - \$84,840
4. Northfork Associates (Attachment 4) - \$89,325

185

These funds are available for the Planning Department's budget for FY 09/10. It is anticipated that these funds will provide sufficient funding for the balance of FY 09/10 and all of FY 10/11. Staff is pursuing a Section 6 Federal grant request for FY 10/11 in order to provide non-general fund discretionary money for contracts managed by the Planning Department and County Counsel (Resources Law Group)

RECOMMENDATIONS: The Planning Department recommends that County Executive Officer be authorized to sign the Contract Amendments included as Exhibits A, B, C and D.

Respectfully Submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

Attachments: The following attachments are provided for the Board's consideration:

- Attachment 1: Scope of work and proposal for TRA Environmental Sciences, Inc.,
- Attachment 2: Scope of work and proposal for Hausrath Economics Group
- Attachment 3: Scope of work and proposal for ICF International, AKA: Jones & Stokes
- Attachment 4: Scope of work and proposal for Northfork Associates

cc: Michael Johnson, CDRA
Chris Beale, Resources Law Group
Paula Hartman, TRA Environmental
Sally Nielsen, Hausrath Economics Group
Jeff Glazner, Northfork Associates
David Zippin, ICF

Attachment 1

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into on ____ 2010 by and between The County of Placer, hereinafter referred to as "PLACER COUNTY," and TRA Environmental Sciences, Inc. (TRA), hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, CONSULTANT represents that CONSULTANT is experienced and well qualified in the field of Conservation Planning.

WHEREAS, PLACER COUNTY desires to employ CONSULTANT to assist PLACER COUNTY in processing the documents necessary to proceed with the Placer County Conservation Plan.

NOW, THEREFORE, incorporating the foregoing recitals herein, PLACER COUNTY and CONSULTANT mutually agree as follows:

1. SCOPE OF WORK. The CONSULTANT shall return all work and provide products as described in CONSULTANT'S work scope and cost estimate (Exhibit "A") attached hereto and incorporated as though fully set forth herein. The scope of work shall include all items and procedures necessary to properly complete the task CONSULTANT has been hired to perform.

2. COMPENSATION. PLACER COUNTY shall pay CONSULTANT for services performed under this Agreement the total sum not to exceed four hundred and forty thousand dollars (\$440,000). This compensation shall be the total compensation for the services provided by CONSULTANT, including all out-of-pocket costs incurred. PLACER COUNTY shall pay no fee other than the compensation listed in this paragraph unless otherwise agreed to in writing by the PLACER COUNTY. This compensation is tied to CONSULTANT'S Scope of Work (Exhibit "A").

3. PAYMENT PROCEDURE. CONSULTANT shall be paid for services rendered after receipt of monthly itemized invoices for the work completed and approved by PLACER COUNTY in accordance with the terms of this AGREEMENT and according to the billing rates given as Exhibit "B."

PLACER COUNTY shall approve or disapprove said invoice within ten (10) days following receipt thereof, and shall pay CONSULTANT within thirty (30) days after receipt and approval by PLACER COUNTY of CONSULTANT'S itemized invoice. PLACER COUNTY reserves the right to withhold payment of disputed specific items and shall give notice to the CONSULTANT, pursuant to Section 17 herein, of all such disputed specific items within ten (10) days following receipt of invoices. The parties shall exercise good faith and diligence in the resolution of any disputed invoiced amounts.

4. **LITIGATION SUPPORT.** In the event litigation is commenced involving CONSULTANT'S work product provided under this contract, CONSULTANT, at the request of the PLACER COUNTY, shall assist PLACER COUNTY in the litigation. Any such additional work shall be authorized in writing by PLACER COUNTY with compensation to be paid in accordance with the CONSULTANT'S standard prevailing fee schedule.

5. **WAIVER OF DEFAULT.** The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

6. **LICENSES.** CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONSULTANT to practice its profession.

7. **STANDARD OF PERFORMANCE.** All work shall be performed in conformity with all legal requirements and industry standards observed by a competent practitioner of the profession in California.

8. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing approved by the PLACER COUNTY and signed by all the parties.

9. **EXHIBITS.** In the event of a conflict between the terms, conditions, or operations set forth herein and those in exhibits attached hereto, the terms, conditions, or specifications set forth herein shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

10. **CONFLICT OF INTEREST.** CONSULTANT stipulates that corporately or individually, the firm, its employees, and subconsultants have no financial interest in either the success or failure of any project that is dependent on the results of any studies prepared in this Agreement.

11. **TERMINATION.** This Agreement may be terminated by any party upon thirty (30) days written notice to all other parties. Upon termination of this agreement, as provided for in this paragraph, PLACER COUNTY shall pay to CONSULTANT the part of the compensation that would otherwise be payable to CONSULTANT with respect to the services that have been completed as of the date of termination.

12. **COMPLIANCE WITH ALL LAWS.** CONSULTANT shall, at CONSULTANT'S sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules, or regulations now in force or which may hereafter be in force.

13. **INDEPENDENT CONSULTANT.** This Agreement calls for the performance of the services of CONSULTANT as an independent contractor, and CONSULTANT will not be considered an employee of the PLACER COUNTY for any purpose. This Agreement shall not be construed as forming a partnership or any other association with CONSULTANT other than that of an independent contractor. CONSULTANT shall have no authority beyond that given in this Agreement to act on behalf of PLACER COUNTY as an agent nor to bind PLACER COUNTY to any obligation not expressly authorized herein.

14. INSURANCE. CONSULTANT shall file with PLACER COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to PLACER COUNTY, with a Best's Rating of no less than A-VII showing.

A. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. GENERAL LIABILITY INSURANCE:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(a) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

2. One of the following forms is required:

- (a) Comprehensive General Liability;
- (b) Commercial General Liability (Occurrence); or
- (c) Commercial General Liability (Claims Made).

3. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

One million dollars (\$1,000,000) each occurrence
Two million dollars (\$2,000,000) aggregate

4. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

(a) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
One million dollars (\$1,000,000) for Products-Completed Operations
Two million dollars (\$2,000,000) General Aggregate

(b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of PLACER COUNTY, which consent, if given, shall be subject to the following conditions:

(a) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
One million dollars (\$1,000,000) aggregate for Products Completed Operations
Two million dollars (\$2,000,000) General Aggregate

(b) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

C. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
2. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
3. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer"

D. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

15. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

A. The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

B. Professional Negligence: PLACER COUNTY agrees to indemnify, defend (upon request of CONSULTANT), and hold CONSULTANT, its governing board, officers and employees harmless from any and all actions, causes of action, claims, demands, liabilities, losses, damages, and expenses (including but not limited to attorney fees), of any kind or nature, proximately caused by the failure of PLACER COUNTY, its officers, agents, employees, or independent contractors to exercise the degree of skill and care

customarily exercised by similar professionals in the State of California when providing similar services.

C. **Other Negligence:** PLACER COUNTY agrees to indemnify, defend (upon request of CONSULTANT), and hold CONSULTANT, its governing board, officers, and employees harmless from any and all actions, causes of action, claims, demands, liabilities, losses, damages, and expenses (including but not limited to attorney fees), of any kind or nature, proximately caused by the negligence of PLACER COUNTY, its officers, agents, employees, or independent contractors in the course of working on this project.

16. EXECUTION. This Agreement is effective upon execution. It is the product of negotiation and therefore shall not be construed against any party.

17. NOTICES. All notices relative to this Agreement shall be given in writing and shall be given by delivering same in writing to the parties at the addresses set forth below:

PLACER COUNTY:

Donna Kirkpatrick
Placer County Planning Department
Community Dev. Res. Agency
Placer County
3091 County Center Drive
Auburn, CA 95603

CONSULTANT: TRA Environmental Sciences
545 Middlefield Road, Suite 200
Menlo Park, CA 94025-3472

18. ASSIGNMENT. This contract shall not be assigned by any party, or any party substituted, without prior written consent of all the parties.

19. BINDING EFFECT. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the contract and their heirs, administrators, executors, personal representatives, successors, and assigns.

20. TITLE TO DOCUMENTS. All documents, plans, drawings, maps, photographs, and other papers, or copies thereof prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon completion of services, become the property of the PLACER COUNTY.

21. ACCOUNTING RECORDS. CONSULTANT shall maintain accurate accounting records and other written documentation pertaining to the costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONSULTANT'S office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final payment under this Agreement. PLACER COUNTY or any duly authorized representative of PLACER COUNTY shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

22. CORPORATE AUTHORITY. Each individual executing this Agreement represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of the corporation or organization named herein and that this Agreement is binding upon said corporation or organization in accordance with its terms.

23. TAX NUMBERS.

CONSULTANT'S Federal Tax ID Number: 94-2832149

CONSULTANT is a California Corporation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first-above written.

PLACER COUNTY

By: _____

Date: _____

Name/Title

CONSULTANT

By: Paula Hartman

Date: 3/16/10

Paula Hartman, Esq. President
Name/Title

Attachments: Exhibit A - CONSULTANT's Work Scope and Cost Estimate

Exhibit B - CONSULTANT's Billing Rates

Exhibit "A"
TRA Environmental Sciences

SCOPE OF WORK
PLACER COUNTY CONSERVATION PLAN

TRA Environmental Sciences, Inc. (TRA) will continue to provide conservation planning assistance to Placer County under this agreement. The following tasks will be the focus of the work from March 2010 through June 2011. The primary objective of this scope of work is to complete the preparation of the Placer County Conservation Plan.

TASKS

- 1. Representation and Coordination.** Participate in Interagency Working Group (IWG), Biological Stakeholder Working Group (BWG), and Science Advisor (SA) meetings. TRA staff shall participate, as needed, at IWG, BWG and SA meetings. TRA staff shall also participate, as needed, in meetings with County staff, outside counsel and staff from participating cities and special districts. TRA shall provide support documents and presentations, as needed.
- 2. Agency Draft PCCP Document.** Prepare the Second Agency Review Administrative Draft Placer County Conservation Plan. TRA will work with Planning Department staff to revise the PCCP text document to reflect stakeholder input from the Ad Hoc Committee and prepare the Maps and Technical Analysis supporting the Plan.
- 3. Respond to Agency Review of PCCP Document.** Due to the complexity of the issues and the constraints to conservation in Western Placer County, it is anticipated that there will need to be an ongoing process of providing information to the Agencies during review and making changes in the PCCP.
- 4. Revise Technical Analysis.** Based on past experience with the planning process, TRA is prepared to make revised estimates of take and mitigation based on changes to the map, the mitigation requirements, or the conditions on covered activities that may result from interchange with the agencies and stakeholders.
- 5. Public Draft PCCP.** Prepare the Public Review Administrative Draft Placer County Conservation Plan.
- 6. Assist Economics Contractor.** TRA will continue to provide information to and review work products from the Hausrath Economics Group.
- 7. Assist EIR/EIS Contractor.** TRA will provide information to and review work products from the EIR/EIS Contractor. TRA will provide GIS coverage suitable for EIR/EIS use in graphics describing the PCCP alternatives.

8. **Final PCCP.** Participate in response to public comment efforts as needed and incorporate comments as appropriate to compile a Final PCCP document.

9. **Technical Supporting Documentation.** Judicial interpretation of the requirements for an HCP is that it use the "best commercially available scientific information". The PCCP process has created a substantial collection of special studies, scientific papers, geographical information systems (GIS) data, and other technical supporting information. The information has been largely compiled by Planning Department staff. TRA biologists will assist Placer Planning staff in organizing and documenting the supporting information in order to facilitate agency review and response to public comment.

The work product will be an annotated bibliography and electronic copies of relevant documents. This collection of Technical Supporting Documentation will be cross-referenced to the PCP text document and can be distributed along with the PCCP text document.

10. **Scientific Consultation.** TRA will obtain additional scientific expertise on topics relevant to the PCCP. Specifically, TRA will obtain the services of Dr. Richard Harris for additional consultation on Oak Woodland Conservation and will retain others as needed.

BUDGET

Continued work through completion of the PCCP would require a budget of \$440,000, billed on a time and materials basis. Of this amount, up to \$35,000 may be made available to cover Scientific Consultation in Task 10.

Exhibit "B"
TRA ENVIRONMENTAL SCIENCES, INC.
BILLING RATES – 2010

Unless specified otherwise by prior agreement, invoices are submitted monthly showing time and charges for professional services by staff category and a separate figure for expenses. Invoices are payable upon receipt. Invoices unpaid past 30 days are subject to interest at 1 1/2% per month.

TRA Environmental Sciences, Inc., Labor (includes all overhead)

STAFF BILLING RATES

CATEGORY	\$/HR
Principal	200
Senior Project Manager II	160
Senior Project Manager I	140
Project Manager II	120
Project Manager I	100
Senior Biologist II/Senior Analyst II	140
Senior Biologist I/Senior Analyst I	125
Biologist III/Analyst III	110
Biologist II/Analyst II	90
Biologist I/Analyst I	75
CAD/GIS/Graphics	90
Support Staff	75
Field Crew	40

EXPENSES

CATEGORY	BASIS
Commercial travel	cost+10%
Automobile travel	current IRS rate + \$0.10/mile
Lodging/Meals	Cost + 10%
Photocopy (A and B sizes)	\$0.10/image
Color copies	\$0.50/image
CNDDDB search	\$100 (one time fee)
Commercial report reproduction	cost+10%
Noise meter setup	\$50/unit/day
Subcontractors	cost+10%
Other (lab, aerial photos, etc.)	cost+10%

Rates subject to revision effective January 1 of each year.

**THIRD AMENDMENT TO CONSULTANT SERVICES-
FINANCIAL ALTERNATIVES, FISCAL IMPACT, AND
OPEN SPACE MITIGATION FEE ANALYSIS**

THIS THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2010, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and HAUSRATH ECONOMICS GROUP, hereinafter referred to as CONSULTANT.

WHEREAS, on April 6, 2004, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to additional services to be provided by Consultant under said contract and the compensation for those additional services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1(c) of the original Contract shall be amended to provide for the additional services and compensation as follows:

The CONSULTANT agrees to perform the additional professional services as set forth in Attachment "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these additional services will result in an increase in the contract total of \$86,169.00, as set out in Attachment "A".

2. The COUNTY agrees to pay to CONSULTANT \$618,962.30 as the sole compensation under the Contract and as amended by the First, Second and this Third Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

COUNTY OF PLACER:

By: _____
Thomas M. Miller, County Executive Officer

Date: _____

CONSULTANT:

By: Linda L. Hausrath
Hausrath Economics Group
Title: President/Vice President

Date: March 18, 2010

By: Sally E. Nielsen
Hausrath Economics Group
Title : Secretary

Date: March 18, 2010

APPROVED AS TO FORM:

By: _____
County Counsel

Date: _____

APPROVED AS TO CONTENT:

By: _____
Michael Johnson, CDRA Director

Date: _____

ATTACHMENT A

PCCP ECONOMIC ANALYSIS

PROPOSED SCOPE OF SERVICES

For the Third Contract Amendment

This scope of work assumes all tasks described in Attachment A of the Second Amendment to Contract No: KN020486 will be completed as described in that attachment. This additional proposed scope and budget address new tasks and additional level of effort identified since the scope for the economic analysis was last adopted in April 2009. The task titles and numbers refer to those in Attachment A of the Second Amendment. Refer to that Attachment A, incorporated herein by reference, for the full text descriptions of each task.

TASK 1 PCCP COST MODEL AND ANALYSIS (Hausrath Economics Group)

This updated scope and budget assume additional review and revision of cost factors developed for the updated cost model. This assumption is based on recent experience with other HCP / NCCP programs.

TASK 2 REVIEW OF COST ASSUMPTIONS (ICF)

This updated scope and budget assume additional review and revision of cost factors developed for the updated cost model. This assumption is based on recent experience with other HCP / NCCP programs.

ICF will provide on-going support in reviewing and revising the restoration, management, and monitoring costs to completion of the final PCCP document. Based on recent experience with other HCP / NCCP programs and with the on-going PCCP process, this scope and budget are increased to cover more time for this on-going support.

TASK 3 UPDATED LAND VALUE ANALYSIS (Bender Rosenthal, Inc.)

No changes.

TASK 4 PCCP FINANCIAL ANALYSIS (Willdan Financial Services)

Task 4A PCCP Financing Options

No changes.

Task 4B PCCP Financial Alternatives Analysis

This task will involve close collaboration with other members of the consultant team to adequately reflect the elements of the conservation strategy in the alternative financing plans. We anticipate several rounds of review and refinement based on comments from the team, County, City, and agency staff, and members of the Ad Hoc Committee and the Finance Subcommittee.

Task 4C Draft and Final Financial Alternatives Report

The updated scope assumes an additional round of comments and revisions will be required to complete this task.

Task 4 D Finance Subcommittee Memorandum

Prior to preparation of the Financial Alternatives Draft (see Task 4C), the Finance Subcommittee may wish to preview and discuss preliminary estimates of potential mitigation fee ranges and fee implementation strategies. Based on initial inputs to and results from the funding and financing model created in Task 4 B, Willdan will:

- ♦ Prepare a brief (e.g. 3-5 page) memorandum to the Finance Subcommittee outlining the probable range(s) of mitigation fees, identifying alternative methods for fee implementation (constant fee across entire plan area or fees differentiated by geographic area or habitat cover) and preliminarily suggesting a preferred method of implementation.
- ♦ Discussion and comments to the memorandum from the Finance Subcommittee and staff will be incorporated back into the Financial Alternatives Analysis as needed.

TASK 5 MITIGATION FEE REPORT (Willdan Financial Services)

This task will require review and comment by the Finance Subcommittee, the Ad Hoc Committee, County, City, and wildlife agency staff, and other members of the consultant team. WFS will work closely with the parties to refine the mitigation fee report.

TASK 6 FISCAL AND ECONOMIC IMPACT ANALYSIS (Hausrath Economics Group)

Task 6 B Update Base Year and Growth Projections

In this new task, HEG will update the economic analysis of growth and land conversion to account for the passage of time since the original update was done (August 2008). The update will incorporate new information about base year levels of population, housing, and employment and more recent information about near term growth trends and development patterns. This analysis will also include the adjustments to the population, employment, and land conversion estimates to account for the PCCP plan area adjustments related to Board of Supervisors District 5.

TASK 7 COST AND FUNDING CHAPTER (Hausrath Economics Group, ICF, and Willdan Financial Services)

Based on recent experience with other HCP / NCCP documents and with the 2nd Administrative Draft PCCP document, this scope and budget are increased to allow for more rounds of review and revision.

TASK 8 INTERIM PCCP DOCUMENT (Hausrath Economics Group and Willdan Financial Services)

No changes.

TASK 9 MEETINGS (Hausrath Economics Group and Willdan Financial Services)

No changes.

TASK 10 ON-GOING SUPPORT TO STAFF (Hausrath Economics Group and Willdan Financial Services)

HEG and Willdan Financial Services will provide on-going support to Placer County staff regarding economic, financial, and fiscal issues associated with the negotiations and discussions surrounding the draft PCCP. This will include assistance as the details of the governance structure and the implementing agreement are specified. Consulting services will be billed on an hourly time and materials basis up to the maximum amount estimated.

Based on recent experience with other HCP / NCCP programs and with the on-going PCCP process, this scope and budget are increased to cover more time for on-going support.

PROPOSED ADDITIONAL BUDGET

Proposed Budget by Task and Firm					
	HEG	WFS	ICF	B - R	Total
Task 1 PCCP Cost Model and Analysis	\$5,000				\$5,000
Task 2 Review of Cost Assumptions			\$9,429		9,429
Task 3 Updated Land Value Analysis				no change	-
Task 4A PCCP Financing Options		no change			-
Task 4B PCCP Financial Alternatives Analysis		\$12,500			12,500
Task 4C Draft and Final Financial Alternatives Report		\$10,000			10,000
Task 4D Finance Subcommittee Memorandum		\$7,500			7,500
Task 5 Mitigation Fee Report		\$5,000			5,000
Task 6 Fiscal and Economic Impact Analysis	no change				-
Task 6B Base Year and Growth Projections Update	\$7,500				7,500
Task 7 Cost & Funding Chapter	\$5,000	\$2,000	\$940		7,940
Task 8 Interim PCCP Document	no change	no change			-
Task 9 Meetings	no change	no change			-
Task 10 On-going Support to Staff/Team	\$18,300	\$3,000			21,300
	\$35,800	\$40,000	\$10,369	\$0	\$86,169

HEG: Hausrath Economics Group (prime contractor)

WFS: Willdan Financial Services, formerly MuniFinancial (subcontractor)

ICF: ICF International, formerly ICF / Jones & Stokes (subcontractor)

B-R: Bender Rosenthal (subcontractor)

Attachment 3

Contract No.: _____

Administering Agency: County of Placer/ Community Development Resource Agency

Contract Description:

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into on _____ 2010 by and between The County of Placer, hereinafter referred to as "PLACER COUNTY," and Jones & Stokes Associates, Inc., hereinafter referred to as "Contractor", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Contractor \$84,840 for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to the Placer County Planning Department.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Insurance.** Contractor shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:

A. Workers' Compensation and Employers' Liability Insurance

- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
- 2) If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County."
- 4) Contractor shall require all sub-Contractors to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Contractor, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Contractor in this Agreement.
- 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).
- 3) If Contractor carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a) One million dollars (\$1,000,000) each occurrence;
 - b) One million dollars (\$1,000,000) aggregate.
- 4) If Contractor carries a Commercial General Liability (Occurrence) policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.

b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5) Special Claims Made Policy Form Provisions:

Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

- a) The limits of liability shall not be less than:
- i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
- b) The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County, its officers, agents, employees and volunteers, and the County of Placer, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors and Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.
- 2) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

10. **Indemnity.** Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the Contractor. Contractor's obligation shall include the duty to defend the County as set forth in California Civil Code, Section 2778 and 2782.5. This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge, in any way, the Contractor's liability but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

As used above, the term "County" means Placer County or its officers, agents, employees and volunteers.

11. **Contractor Not Agent.** Except as County may specify in writing Contractor shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.

12. **Assignment Prohibited.** Contractor may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.

13. **Personnel.**

A. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Contractor to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Contractor shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.

B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Contractor agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Contractor without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

14. **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

15. **Termination.**

A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Contractor. In the event County shall give notice of termination, Contractor shall immediately cease rendering service upon receipt of such

written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

- 1) Contractor shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Agreement.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Agreement not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Agreement. In this regard, Contractor shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

B. Contractor may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.

16. **Non-Discrimination**. Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 *et seq.*
17. **Records**. Contractor shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Contractor until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
18. **Ownership of Information**. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Contractor agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Contractor harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest**. Contractor certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Contractor agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER
Planning Department
Attn: Christina Snow
3091 County Center Dr.
Auburn, CA 95603

CONTRACTOR
Jones & Stokes Associates, Inc.
Attn: Sally Lyn Zeff, ICF International
630 K Street, Suite 400
Sacramento, CA 95814

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Date: _____

Name/Title _____

Approved as to Form – County Counsel:

By: _____

Date: _____

Approved as to Content:

By: _____

JONES & STOKES ASSOCIATES, INC.

By: W. V. Lumbue

Name: W. V. Lumbue

Title: Sr. VP

Date: 3-19-10

By: Chris Brungardt

Name: Chris Brungardt

Title: Vice President

Date: 3/19/10

Exhibits

A. Scope of Work and Cost Proposal



Memorandum

Date:	March 16, 2010
To:	Loren Clark Placer County Planning Department 3091 County Center Drive Auburn, CA 95603
Cc:	Christina Snow
From:	David Zippin
Subject:	Contract for Additional Work for the PCCP EIR/EIS

ICF Jones & Stokes (now ICF International, or ICF) has been under contract with Placer County since May 2004 to prepare the environmental impact report (EIR) and environmental impact statement (EIS) for the Placer County Conservation Plan (PCCP). Our original contract scope of work and budget, dated May 21, 2004, has been amended several times and is still valid. Additional work has been identified that will be necessary for this project, and the County has determined that these additional tasks will need to be under a new contract rather than an amendment to our existing contract.

As requested by Placer County, ICF has prepared this scope and budget to address the following project needs:

- Address the continued extension in the project schedule due to the need to refine and reach concurrence on the conservation strategy for the PCCP (i.e., the project description for the EIR/EIS). Our amended scope of work assumed that the project description for the PCCP would be available by August 2009 so that the EIR/EIS analysis could begin. Instead, the draft conservation strategy and project description will be available in mid-2010. This will increase the EIR/EIS schedule by at least nine months.
- Implement a new scoping process, including a new NOP/NOI and a new scoping meeting. The original scoping meeting occurred on March 15-17, 2005. Given the changes in the project and the length of time since the original scoping process occurred (5 years), a new scoping process is needed to properly inform the public and ensure legal compliance for the County with the California Environmental Quality Act (CEQA) and for the US Fish and Wildlife Service for the National Environmental Policy Act (NEPA).

- Supplement existing Task 15 to include ICF staff time to assist the County in addressing technical comments from the Wildlife Agencies on the HCP/NCCP. ICF Jones & Stokes has expertise in HCP and NCCP preparation that will supplement the PCCP team.
-
- Produce another booklet similar to the one funded by the Sierra Business Council and prepared in 2008 to educate the public and decision-makers about the PCCP. In other plans, similar brochures have helped to generate support for plan approval and successful implementation.

Scope of Work for New Tasks

A - Additional Work for Task 3

ICF previously collected data and prepared existing conditions sections for the EIS/EIR. This information will need to be updated and completed due to the length of time since project initiation and changes in the project.

B - New Scoping Process

B.1. Revised Notice of Preparation/Notice of Intent (NOP/NOI)

ICF will assist the County in preparing a new NOP and NOI for the project. For this scope of work, it is assumed that the County will reproduce and distribute and/or publish copies of the NOP/NOI. It is assumed that USFWS or NOAA Fisheries will publish the NOI in the Federal Register, as required under NEPA.

Deliverables: Two paper copies and one electronic version in PDF format of the Draft and Final NOP and NOI.

B.1. Public Scoping Meeting

Up to three key ICF staff will attend an additional scoping meeting and be available to answer questions regarding the EIR/EIS. We assume that the County will arrange for and facilitate this meeting and that technical staff from relevant PCCP consultants (e.g., HCP/NCCP consultant, financial consultant, Aquatic Resources Conservation Program [ARCP] consultant) will be available at the meeting to assist with questions about the PCCP. ICF will prepare a draft presentation for County and USFWS review. We will also prepare and copy all necessary handouts for the meeting. ICF will provide minutes of the scoping meeting that summarize the issues raised by the public during the meetings.

Deliverables: Attendance by up to three ICF staff at one public scoping meeting on the PCCP EIR/EIS and a summary of public comment; draft and final scoping meeting presentation; and copies of all necessary handouts for the meeting.

C - Additional Work for Task 15 – Strategic Advice

This task will augment the amount of strategic advice provided under Task 15 in the existing contract for the PCCP. Work will include reviewing administrative drafts of the PCCP and advising the County on revisions to address Wildlife Agency comments.

D- Prepare New Educational Booklet for PCCP

ICF will prepare a new educational booklet for the PCCP, providing updated information on the plan. The booklet will be similar to the booklet prepared by ICF in 2008 for the County under a contract with the Sierra Business Council. ICF will prepare draft booklet for review by the County. Following comments by the County, ICF will prepare a camera-ready booklet and print up to 500 copies for distribution by the County. ICF will also prepare an electronic version, suitable for posting on the County's website.

Table 1. Cost Estimate for Placer County: Conservation Plan EIR/EIS Augmentation

Task	Employee Name	Consulting Staff													Production Staff				Subtotal	Labor Total	Direct Expenses	Total Price
		Zippin D	Zeff S	Eggerts E	Barnard A	Messick T	Myers S	Keziowski J	Webber L	Martin N	Roark G	Oakes H	Rivaspiata A	Selim S	Editor	Pub Spec	Admin Tech					
ICF Labor Classification	Proj Dir	Proj Dir	Assoc Consult II	Sr Consult I	Assoc Consult III	Sr Consult III	Sr Tech Analyst	Sr Consult I	Sr Consult I	Sr Consult II	Sr Consult III	Tech Dir	Assoc Consult I									
A - Additional Work for Task J - Setting		10	10	12			16	16	16	10	12	11	8	16	\$21,935	16	16	\$2,560	\$24,495			
B - New Scoping Process															\$0			\$0	\$0			
B.1. Revised Notice of Preparation/Notice of Intent (NOP/NOI)		16	16	24		20									\$11,640	8	16	4	\$2,160	\$13,800	\$500	
B.1. Public Scoping Meeting		8	10	24		8									\$7,730		4		\$320	\$8,050	\$150	
C - Additional Work for Task I5 - Strategic Advice		40													\$8,000				\$0	\$8,000		
D - Prepare New Educational Booklet for PCCP		12	24		120										\$23,640	8			\$640	\$24,280	\$5,000	
Total hours		86	60	60	120	20	24	16	16	10	12	11	8	16		32	36	4				
ICF billing rates		\$200	\$185	\$120	\$140	\$130	\$175	\$195	\$140	\$140	\$150	\$175	\$200	\$110		\$80	\$80	\$60				
Subtotals		\$17,200	\$11,100	\$7,200	\$16,800	\$2,600	\$4,200	\$3,120	\$2,240	\$1,400	\$1,800	\$1,825	\$1,600	\$1,760	\$72,945	\$2,560	\$2,880	\$240	\$5,680	\$78,625		
Percent of Total Effort	Total Hours = 531	16.2%	11.3%	11.3%	22.6%	3.8%	4.5%	3.0%	3.0%	1.9%	2.3%	2.1%	1.5%	3.0%		6.0%	6.8%	0.8%				
Mark up on all non-labor costs and subcontractors:	10%																				\$565	
Direct expense subtotal																					\$6,215	
Total price																					\$84,840	

212

Attachment 4

Contract No.: _____

Administering Agency: County of Placer/ Community Development Resource Agency

Contract Description: Placer County Conservation Plan (PCCP)

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2010, by and between the COUNTY OF PLACER, ("County"), and NORTH FORK ENVIRONMENTAL, INC. doing business as NORTH FORK ASSOCIATES. ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant **\$89,325** for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. Consultant shall submit monthly billings for said services to the Placer County Planning Department as work is performed. Payments to Consultant shall be due and payable within thirty (30) days of County's actual receipt of Consultant's invoice.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **Insurance.** Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:

A. **Workers' Compensation and Employers' Liability Insurance**

- 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
- 2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
- 3) Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County."

- 4) Consultant shall require all sub-consultants to maintain adequate Workers' Compensation Insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

B. **General Liability Insurance**

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Consultant, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a) Contractual liability insuring the obligations assumed by Consultant in this Agreement.
- 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).
- 3) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a) One million dollars (\$1,000,000) each occurrence;
 - b) Two million dollars (\$2,000,000) aggregate.

- 4) If Consultant carries a Commercial General Liability (Occurrence) policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) Two million dollars (\$2,000,000) General Aggregate.
 - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) Special Claims Made Policy Form Provisions:

Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:

 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) Two million dollars (\$2,000,000) General Aggregate.
 - b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County of Placer, its officers, agents, employees and volunteers are to be covered as insured for all liability arising out of operations by or on behalf of the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- 3) "This policy shall not be changed without first giving thirty (30) days' prior written notice and ten (10) days written notice of cancellation for non-payment of premium to the County of Placer."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors and Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.
- 2) If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.
- 3) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

10. **Hold Harmless and Indemnification Agreement.** The Consultant hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the Consultant. Consultant's obligation shall include the duty to defend the County as set forth in California Civil Code, Section 2778 and 2782.5 This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or to enlarge in any way the Consultant's liability but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Consultant's performance pursuant to this contract or agreement.

As used above, the term County means Placer County, its officers, agents, employees, and volunteers.

11. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
12. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
13. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subconsultants named in the Project Team by Consultant without the prior written consent of County shall be grounds for

cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.

14. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
15. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.
 - B. Consultant may terminate its services under this Agreement upon thirty- (30) working days' advance written notice to the County.
16. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
17. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

18. **Ownership of Information.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.
19. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.
20. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.
21. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
22. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
23. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Contractor hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
24. **Notification.** All notices relative to this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER
 Donna Kirkpatrick
 Placer County Planning Dept.
 Community Dev. Res. Agency
 3091 County Center Drive
 Auburn, CA 95603

CONSULTANT
 Jeff Glazner
 North Fork Associates
 110 Maple Street
 Auburn, CA 95603

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Date: _____

Name/Title _____

Approved as to Form – County Counsel:

By: _____

Date: _____

Approved as to Content:

By: _____

NORTH FORK ENVIRONMENTAL, INC.
dba: North Fork Associates

By: Jeff Glazner

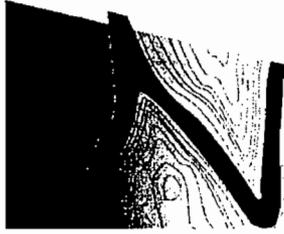
Name: Jeff Glazner

Title: Vice President

Date: 3/18/10

Exhibits

- A. Scope of Work and Cost Proposal
- B. Billing Rates



north
associates
fork

EXHIBIT A

March 16, 2010

Mr. Loren E. Clark, Assistant Director of Planning
Placer County Community Development Department
3091 County Center
Auburn, California 95603

**Subject: Proposal for Continued Services, Placer County Conservation Plan (PCCP)
Placer County, California**

Dear Loren,

Thank you for asking us to provide you with our cost estimate for continued services for the Placer County Conservation Plan (PCCP). The following is a list of tasks detailing our proposed services for the PCCP effort.

1. Complete the County Aquatic Resources Program (CARP) Manual

NFA will revise and complete the County Aquatic Resources Program (CARP) manual, which will include the following elements:

- Aquatic resource descriptions;
- County Manual;
- County Ordinance;
- Regional LEDPA;
- Standard Operating Procedures (SOP);
- Avoidance Strategy & Mitigation / Site Assessment (Including standards and methodology for ecologist);
- Covered activities;
- Application requirements;
- CARP flowchart;
- CARP questionnaire;
- CARP application;
- Mitigation standards;
- Wetland Delineation;
- O&M Plan;
- Conditions of approval; and
- Resource definitions.

- **Deliverable: Draft CARP manual**

2. Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) Technical Editing

North Fork Associates (NFA) will review and comment on the draft HCP/NCCP and provide local knowledge and experience where needed. We will also respond to Agencies' comments on the HCP/NCCP and attend/conduct meetings upon request. This task will involve coordination with Tom Reid Associates Environmental Sciences, Inc. in order to synchronize thresholds and mitigation between the HCP/NCCP and the CARP into the PCCP.

Deliverable: Written comments and text for draft HCP/NCCP.

3. 401 Programmatic Permitting Process

NFA, on behalf of the County, will assist and support the Corps with coordination and support documentation for the 401 programmatic permitting process. NFA will attend all necessary meetings, draft the master agreement, and facilitate the master agreement between the Regional Water Quality Control Board (RWQCB) and the Corps/County for acceptance by the Regional Board.

Deliverable: Draft 401 Master Agreement document

4. 1602 Master Streambed Alteration

NFA will assist and support the process of completing the 1602 master streambed alteration permitting process. NFA will attend all necessary meetings, draft the master streambed alteration document, and facilitate the process between the California Department of Fish and Game (CDFG) and the County.

Deliverable: Draft Master Streambed Alteration Agreement document

5. SHPO Programmatic Permitting Process

NFA will assist in the completion of the programmatic permitting process. NFA will attend all necessary meetings and facilitate the process between the State Historic Preservation Office (SHPO) and the County.

Deliverable: Draft Memorandum of Understanding (MOU) between SHPO and County

6. Mapping Products/Data Analysis

NFA GIS department will provide mapping and data analysis. This may include updating the 2004 "Recognized Wetlands of Western Placer County" mapping, emphasizing areas in the Reserve Acquisition Area (RAA). The revised CARP will require numerous graphics as will other components of the PCCP.

Deliverable: Mapping products/graphics and data analysis

7. Work with ICF on the NEPA/CEQA environmental documentation

NFA will assist and review the EIR/EIS biological chapters produced by ICF for quality control and reconciliation with the PCCP.

Deliverable: Provide technical editing and written comments on draft EIR/EIS

8. Provide ongoing on-call support services to County

NFA staff will be on-hand throughout the duration of this contract to provide on-call services to the County. It is assumed that this work will consist of attending meetings and providing professional advice as needed. Additional consulting services outside of this scope of work shall be performed on a time and materials basis only with Board approval.

Deliverable: Attend meetings and provide consultation as needed

Approximate Schedule and Budget:

<i>Task</i>	<i>Budget</i>
1 - CARP	\$25,310
2 - HCP/NCCP	\$13,380
3 - 401 Water Quality Cert	\$9,185
4 - 1602 Streambed Alteration	\$8,460
5 - SHPO	\$4,620
6 - Mapping Products	\$8,850
7 - EIR/EIS Support	\$7,510
8 - On-call Support	\$12,010
TOTAL	\$89,325

We work on a time and materials basis and the County will be billed only for work completed. Invoices will be submitted monthly for each month we work on the project. Our terms are payment within thirty days of your receipt of our invoices.

If you would like to discuss further, please call me at (530) 887-8500.

Sincerely,



Jeff Glazner
Principal Biologist





EXHIBIT B

2010 Fee Schedule

	Title	Hourly Rate
NATURAL RESOURCES		
	Principal Biologist	145.00
	Senior Biologist	120.00
	Associate Biologist	95.00
	Assistant Biologist	75.00
	Field Technician	60.00
GIS/GRAPHICS SERVICES		
	GIS Analyst	90.00
	GIS/Graphics Technician	70.00
PLANNING		
	Principal Planner	145.00
	Senior Planner	120.00
	Associate Planner	95.00
	Assistant Planner	75.00
SUPPORT SERVICES		
	Technical Editor	85.00
	Production/Admin Support	55.00

REIMBURSABLE EXPENSES

Subcontractors and direct, non-salary costs associated with document production, reproduction, distribution, and project communications include a 10% administration charge.

Mileage is charged at the IRS approved rate.

