



COUNTY OF PLACER
Community Development/Resource Agency

PLANNING
SERVICES DIVISION

Michael J. Johnson, AICP
Agency Director

E.J. Ivaldi, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP
Agency Director
By Jennifer Byous, Senior Planner

DATE: July 8, 2014

SUBJECT: **JOINT PLACER COUNTY CONSERVATION PLAN/STORMWATER
LOW IMPACT DEVELOPMENT MANUAL CONSULTING SERVICES
CONTRACT**

ACTIONS REQUESTED

1. Authorize the Community Development/Resource Agency Director to sign a contract with CBEC ECO Engineering in the amount of \$217,792 for the preparation of the Low Impact Development Manual and assessment.

There are no net County costs associated with this action.

BACKGROUND

In 2013 the Placer County Conservation Plan (PCCP) program was awarded \$114,000 dollars from the Cooperative Endangered Species Conservation Fund Non-traditional Habitat Conservation Planning Assistance Program to develop Low Impact Development (LID) standards for western Placer County. The overall goal of the PCCP is to achieve regional conservation, comply with state and federal environmental regulations, and accommodate anticipated urban and rural growth. LID will provide a total site design approach that conserves and uses existing natural site features to provide small-scale stormwater controls that mimic or recreate the natural water balance for a site. Site planning with LID standards will help owners, developers, builders and designers to reduce runoff and pollution, recharge groundwater, maintain natural watershed function, and provide for water quality/ habitat protection.

LID is a critical PCCP component for the County Aquatic Resources Program to meet Clean Water Act Section 404/401 regulatory requirements. In addition, the State Water Resources Control Board and California Regional Water Quality Control Boards are requiring local jurisdictions to use LID standards through the National Pollutant Discharge Elimination System (NPDES) permits. Development of a LID Manual will provide standards that both conform to the mandates of the 2013 NPDES Municipal Permit and achieve the objectives of the PCCP. The LID Manual will also provide design standards that will reduce runoff, treat storm water, and provide baseline hydromodification management to meet the numeric sizing criteria for storm water retention and treatment as reflected in the requirements of the Phase II NPDES Permit.

In March 2014, a Request for Proposals (RFP No. 10346) for development of a Low Impact Development Manual and development code revisions was released. Four proposals were received and reviewed in accordance with the County's public purchasing policy. After evaluating the proposals and interviewing the two top-rated proposals, staff concluded that CBEC ECO Engineering, who teamed with CDM Smith and Dyett & Bhatia, was the highest ranked firm. The proposal includes an initial assessment of County documents, such as the County's grading and zoning ordinances, land development standards, Storm Water Management Manual, flood damage prevention ordinance, building codes, road standards, pre and initial development application requirements and other public information material, for consistencies and obstacles to LID as well compliance with the Phase II NPDES Permit. The proposal also includes the creation of a LID Manual for western Placer County that provides the necessary standards for regulatory coverage as described for the PCCP and the NPDES Permit requirements as well as public and stakeholder outreach and staff training.

Cities Participation

County Department of Public Works (DPW) staff has been working with other local jurisdictions to implement various requirements of the NPDES permit in the most efficient and economical manner. As part of that effort, DPW has entered into a Memorandum of Understanding (MOU) with the Cities of Roseville, Auburn, and the Town of Loomis (Lincoln's participation is through the PCCP) that will create a cooperative environment in which the Cities and County can work together to prepare the LID Manual and share the costs. This cooperative effort will result in a LID Manual that will provide standards for all of western Placer County. The Cities actively participated in the consultant selection process and under this contract will participate in the development of the LID Manual, public outreach, and staff training.

Program Funding

Two sources of funding are available for this work program: 1) Federal Section 6 grant monies received for the PCCP work program which will cover 44 percent of the LID Manual costs and all costs for the County Code revisions; and 2) the Placer Stormwater Quality Program and the Participating Cities Stormwater Quality Programs will fund the remaining 56 percent of the LID Manual costs. The Federal Section 6 Grant funds (\$114,000) will be used to pay for the recommended code revisions, with the remaining balance applied towards the development of the LID Manual, public outreach, staff training and coordination. Through the MOU, the Cities/County Stormwater Quality Programs will fund \$94,805 dollars of the contract plus a 10 percent contingency (\$9480). This funding has been divided on a pro-rata basis as a percentage of population between Placer County, the Cities of Roseville and Auburn, and the Town of Loomis. In addition, Placer County's Stormwater Quality Program will be funding \$8,987 needed to cover stormwater information related to the City of Lincoln.

Environmental Clearance

Implementation of this contract is categorically exempt from the California Environmental Quality Act (CEQA) in accordance with Placer County Code Section 18.36.080 Class 6, Information Collection (CEQA Guidelines Section 153061 (b)(3)). It is anticipated that prior to adoption of any code revisions and/or the LID Manual, future CEQA review will be required.

FISCAL IMPACT

The subject contract is \$217,792. Funding for this contract will come from the Planning Services Division's Federal Cooperative Endangered Species Conservation Fund contract and

Stormwater Program funds from Placer County, City of Roseville, Auburn and Town of Loomis as described the executed MOU. There is no net County cost associated with this action.

Exhibits:

Exhibit A: Consultant Services Agreement- Development of LID Standards Manual & Development of Code Revisions – CBEC ECO Engineering

cc: Desiree Belding, Placer County Purchasing
Mary Keller, Placer County Stormwater
Candace Rousselet, Placer County Stormwater
Rebecca Taber, Placer County ESD
Lindy Childers, City of Lincoln Engineering
Chris Kraft, City of Roseville
Bernie Schroeder, City of Auburn

Contract No.: _____

Administering Agency: County of Placer/ Community Development Resource Agency

Contract Description: CONSULTING SERVICES – Development of LID Standards Manual & Development of Code Revisions

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2014, by and between the County of Placer, ("County"), and cbec eco engineering, ("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 \$217,792 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to the Placer County Planning Department.
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. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold 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 PLACER 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 arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER 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 the County of Placer, its officers, agents, employees, and volunteers.

A. INSURANCE:

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

B. 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."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

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

C. 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 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 one (1) year 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.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

D. 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."

E. 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.

F. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

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.

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 one (1) year 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.

G. Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

***SOLE PROPRIETER LANGUAGE:

Workers' Compensation

CONSULTANT represents they have no employees and, therefore, not required to have Workers Compensation coverage.

CONSULTANT agrees they have no rights, entitlements or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees.

10. **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.
11. **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.
12. **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 subcontractors 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.

13. **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.
14. **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, 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 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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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 Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **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
3091 County Center Dr.
Auburn, CA 95603

CONSULTANT
cbec eco engineering
2544 Industrial Blvd
West Sacramento, CA 95691

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: _____
David Boesch, County Executive Officer

Approved as to Form – County Counsel:

By: _____ Date: _____

Approved as to Content:

By: _____
Michael Johnson, Director, Community Development Resource Agency

CONSULTANT – cbec eco engineering*

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

A. Scope of Work

cbec Scope of Services for Development of LID Standards Manual and Development of Code Revisions

May 15, 2014

Task 1 Review and Assessment of County Resources

Subtask 1.1 Conduct an Initial Assessment of County Documents

The cbec team will conduct an assessment of the Placer County policy documents including grading, stormwater quality, and zoning ordinances, land development standards, the Storm Water Management Manual, flood damage prevention ordinance, building codes, road standards, pre and initial development application requirements, landscape ordinance, and other public information material, for consistencies and obstacles to LID as well compliance with the SW Permit. The existing LID Guidebook for High Elevation Areas of the County, the PCCP and CARP will also be reviewed for compliance with the SW Permit requirements.

In addition to reviewing the County's policy documents, the cbec team will coordinate with the various County Divisions and staff to discuss the revisions that may be required and identify concerns and constraints. For example, some existing standards are in place for the protection of public safety may not be possible to change. Proposed revisions to County codes and ordinances will require thorough review to ensure public safety standards are maintained.

As the new LID Manual is developed, the cbec team will perform ongoing assessments for compatibility with existing policy. The assessment of existing codes and ordinance will result in a set of recommended revisions intended to eliminate institutional barriers to the implementation of the new LID standards. In some cases, however, it may not be possible to alter existing policy and the proposed LID standards may require adjusting to maintain compatibility.

Subtask 1.2 Develop List of Recommended Changes

Based on the assessment and coordination activities described above, the cbec team will prepare a list of feasible recommended changes to the policy documents identified above that will remove conflicts and barriers to the implementation of the new LID standards and compliance with environmental regulations.

Assumptions: County resources are available electronically

Meetings: Ongoing coordination calls

Products: List of recommended policy changes

Task 2 – Public and Stakeholder Outreach

cbec will be leading the public and stakeholder outreach effort, which is described as follows.

Subtask 2.1 Public Stakeholder Meetings

cbec will conduct up to two (2) public outreach meetings. These meetings may consist of a 30 minute presentation, Q&A, separating into groups, and rejoining and reporting back. Fee estimate includes meeting preparation and in person meetings. As part of this process, we would identify approximately five (5) public individuals who would act as representatives for their audience group, i.e. building community, agricultural interests, environmental interests, NGOs, and other.

Subtask 2.2 Internal TAC

We will work with the County and cities to develop a TAC of approximately five members of County and City staff, with each city/county being represented. The TAC would participate in conference calls on a bi-monthly basis (up to 4 meetings), and meet in person two times in lieu of conference calls during those months. We would also solicit interest from regulatory agencies for participation. This subtask includes budget for meeting preparation and attendance.

Subtask 2.3 Board Meeting

We will participate in up to one Board meetings. Assumption is that County or City staff would present the Western LID manual, and cbec would be there to assist with response to questions.

Subtask 2.4 City Council Meetings

We will participate in up to five (5) City Council meetings, if needed. Assumption is that County or City staff would present the Western LID manual, and cbec would be there to assist with response to questions.

Assumptions: cbec will present at public stakeholder meetings and internal TAC meetings. County or City staff will present at Board meeting and City Council meetings.

Meetings: Up to 14 meetings/ conference calls.

Products: Meeting agendas, support materials and notes.

Task 3A Low Impact Development Standards Manual Development

The cbec team will work together with County staff and the stakeholder group to develop the LID standards manual. Subtasks include the following:

- Develop PCCP Elements
- Develop Phase II MS4 Elements
- Develop Fact Sheets
- Develop LID Plan Template
- Draft Report
- Final Report
- Appendix – Optional LID Plan Template

Subtask 3A.1 Develop PCCP Elements

We will develop standards and guidance information for LID strategies and stream setbacks for avoidance and minimization of impacts to aquatic resources and sensitive habitat to support the PCCP strategy for a regional LEDPA determination. The manual will describe the special planning level considerations that must be made to incorporate these features into project LID Plans associated with proposed projects within the County's defined Development Envelope. LID Plans are anticipated to be used as part of future permitting submittals under Placer County's streamlined process to document CWA and ESA compliance.

Subtask 3A.2 Develop SW Permit Elements

We will LID Standards that meet the post-construction stormwater management requirements set forth in Section E. 12 of the SW Permit. At a minimum the manual will include specific content for the following items:

- Site Assessment
- Analysis of Drainage Management Areas
- Numeric Volumetric and Flow-Based BMP Sizing Criteria
- Site Design
- Source Controls
- Stormwater Treatment Controls
- Baseline Hydromodification Measures

Site Assessment

We draw from previously developed information in the existing Placer and Sacramento County LID documents. For site assessment purposes, this process includes looking at physical constraints and opportunities at the project site including soils, topography, hydrologic features, groundwater features, vegetation and habitat, utilities, and space constraints.

Drainage Management Areas

We will develop detailed guidance on the delineation and assessment of Drainage Management Areas, and suggest methods on sizing, number and configuration. The goal of having drainage management areas is to develop a permanent network of subsheds within a watershed that can then be managed through the implementation of integrated stormwater management measures.

Numeric BMP Sizing Criteria

We will develop guidance and tools for the four BMP sizing methodologies (two volume based and two flow based), and the hydromodification design storm (2-year, 24-hour) specified in the permit. This information will be sufficient for users of the manual to size facilities in accordance with the minimum requirements of the SW Permit, using standard hydrologic and hydraulic principals and without the need for additional stand-alone modeling tools.

The cbec team will use local precipitation records from western Placer County sources to develop appropriate BMP sizing standards for each method. We will work with the County to identify a range of percent impervious cover representative of the types of developments that the County might anticipate. We will develop a set of simple to use tabular and graphical tools to assist in determining the required storage volumes and allowable flow rates for each method and/or design storm identified above.

Site Design

We will include a section on Site Design building on information from the existing Placer and Sacramento LID manuals, including protecting natural conditions and sensitive areas, optimizing site

layout, and integrating eco-friendly landscaping.

Source, Treatment and Hydromodification Control Measures

We will develop specific sections for pollution prevention and source controls, stormwater treatment and hydromodification measures that are applicable on a site scale. Each section will include County-specific photographs and figures to illustrate appropriate BMP implementation standards.

For each of the control measures, we develop user friendly and richly illustrated fact sheets to present critical implementation information including the purpose, applicability, design requirements, operation and maintenance needs and references to additional information and resources.

LID Plan Template

An LID Plan Template will be developed and included as an appendix to the manual. The template will provide a standardized form, similar to a Stormwater Pollution Prevention Plan (SWPPP) template, which can be completed and submitted by project proponents to Placer County to help evaluate development applications for environmental compliance under the anticipated streamlined permitting process.

A completed LID Plan will include, but may not be limited to:

- Documentation of site assessment information include drainage management area analysis
- Site plans depicting LID design features and setbacks
- BMP sizing information
- Documentation of Hydromodification management compliance and post-project hydrology
- Measures taken to avoidance or minimize wetland and habitat impacts

One master LID Plan Template is assumed in the proposal for budgeting purposes but it may be necessary to produce several template versions for different project types and to address any special requirements of the incorporated cities within the project area.

Draft LID Standards Manual

We will develop an electronic draft of the document and distribute for review by County staff and appropriate stakeholders.

Final LID Standards Manual

Following receipt of compiled comments, the final document will be developed and submitted in both electronic and hard copy formats.

Assumptions: We will rely on existing information developed in both the existing Placer LID guidebook and draft Sacramento County manual.

Meetings: N/A

Products: Electronic draft and final electronic and hard copies of LID standard manual

Task 3B Modeling Software and Staff Training

This task includes the optional development of a software tool for BMP sizing and associated user training and support materials. The model outputs will include BMP sizing requirements that can be used as part of the LID Plan for development permitting submittals to the County to assess compliance with the PCCP and the SW Permit.

Task 3B.1. Develop Spreadsheet

The cbec team will develop a simple spreadsheet-based BMP sizing tool capable of producing volume and flow based design criteria using each of the alternative approaches allowed in the SW Permit. The tool will include capabilities to produce the required sizing information for up to three regions within western Placer County that are delineated based on similar rainfall characteristics. Output information from the model will provide the required volume and/or flow-based sizing information necessary to complete the LID Plan for submittal to the County for permitting purposes.

For each rainfall region, the NetSTORM model will be used to develop precipitation statistics that will be incorporated into the sizing tool. Once developed and incorporated into the sizing tool, NetSTORM will not be required for subsequent use of the tool.

The sizing tool will be developed to perform the calculations associated with each of the alternative BMP sizing approaches to allow for comparison of results.

Technical documentation of the various calculations, inputs, and assumptions associated with the sizing tool will be developed and included with the model.

Task 3B.2. Develop User Training Module

For the BMP Sizing Tool developed in Task 3B.1, CDM Smith will develop a training module to guide users in its proper application. CDMSmith will present up to two (2) separate training meetings open to County and City staff and the public. Budget includes preparation and in person meetings.

Assumptions: Up to two (2) training meetings

Meetings: Combined with Manual related meetings

Products: MS Excel Spreadsheet BMP Sizing Tool

Task 4 – Reporting and Coordination with County Staff

Subtask 4.1 Meetings and Conference Calls

cbec will attend up to twelve conference calls with County staff, provide monthly invoices and quarterly progress reporting for the grant.

Subtask 4.2 Coordination with Wildlife agencies

cbec will participate in up to four meetings or conference calls with agency staff, including USACE, CVRWQCB, CDFW, NMFS or USFWS.

Assumptions: N/A

Meetings: Up to 12 conference calls with County staff. Up to 4 meetings with agency staff.

Products: Meeting notes, invoices, progress reports.

A schedule and itemized estimated labor fees is attached for this scope of work.

Year Month	2014							2015					
	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June
Task													
Task 1 Review and Assessment of County Resources													
1.1 Conduct an initial assessment of County documents													
1.2 List of recommended changes											X		
Task 2 – Public and Stakeholder Outreach													
2.1 Stakeholder meetings (2 Public)		X						X					
2.2 TAC or Steering Committee meetings (4)	X			X			X			X			
Task 3A – LID Standards Manual Development										X	X		
3B Staff Training													
3.B.2 Staff training by jurisdiction (2)												X	X
Task 4 – Reporting and Coordination with County staff													
4.1 Meeting and/or conference calls (12)	X	X	X	X	X	X	X	X	X	X	X	X	X
4.2 Coordination with wildlife agencies and cities (4)	X			X			X			X			

ESTIMATED LABOR FEES

Placer LID Budget
cbec Proposal # 14-15

Task	Task Description	cbec	CDMSmith	D&B	Subtotal Labor Fee Per Sub-Task	Subtotal Labor Fee Per Task
1	Task 1 Review and Assessment of County Resources					\$ 30,640
	1.1 Conduct an initial assessment of County documents (includes SDMP)	\$ -	\$ 1,642	\$ 4,984	\$ 6,626	
	1.2 List of recommended changes	\$ -	\$ 2,657	\$ 21,357	\$ 24,014	
2	Task 2 – Public and Stakeholder Outreach					\$ 34,207
	2.1 Public Stakeholder meetings (2 public meetings)	\$ 7,200	\$ 5,767	\$ -	\$ 12,967	
	2.2 Internal TAC (4 meetings and prep, 2 in person)	\$ 6,120	\$ 7,560	\$ -	\$ 13,680	
	2.3. Board Meeting (1)	\$ 1,260	\$ -	\$ -	\$ 1,260	
	2.4 City Council Meetings (Up to 5 If Needed)	\$ 6,300	\$ -	\$ -	\$ 6,300	
	LID Manual Direct Expenses					\$ 1,259
3	Task 3A – Low Impact Development Standards Manual Development					\$ 126,493
	3.A.1 Develop working manual to address jurisdiction needs					
	PCCP Elements	\$ -	\$ 15,790	\$ -	\$ 15,790	
	SW Permit Elements (including spreadsheet)	\$ -	\$ 15,790	\$ -	\$ 15,790	
	Optional LID Template	\$ -	\$ 24,559	\$ -	\$ 24,559	
	Site Assessment	\$ 2,980	\$ -	\$ -	\$ 2,980	
	Drainage Management Areas	\$ 2,980	\$ -	\$ -	\$ 2,980	
	Site Design	\$ 2,980	\$ -	\$ -	\$ 2,980	
	Source Controls	\$ 2,980	\$ -	\$ -	\$ 2,980	
	BMP Fact Sheet Development	\$ 11,620	\$ -	\$ -	\$ 11,620	
	Draft Report	\$ 16,960	\$ 14,558	\$ -	\$ 31,518	
	Final Report	\$ 9,680	\$ 5,616	\$ -	\$ 15,296	
	3B Staff Training					\$ 10,692
	3.B.2 Staff training (2 meetings)	\$ -	\$ 10,692	\$ -	\$ 10,692	
4	Task 4 – Reporting and Coordination with County staff					\$ 14,501
	4.1 Meeting and/or conference calls based on jurisdiction participation (12)	\$ 5,400	\$ 2,873	\$ -	\$ 8,273	
	4.2 Coordination with wildlife agencies and Placer County throughout development process (4)	\$ 2,880	\$ 3,348	\$ -	\$ 6,228	
	TOTALS	\$ 79,340	\$ 110,851	\$ 26,341	\$ 216,532	\$ 217,792

(includes 8% admi (includes 8% admin)

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