

**MEMORANDUM  
DEPARTMENT OF PUBLIC WORKS AND FACILITIES  
COUNTY OF PLACER**

To: Honorable Board of Supervisors Date: November 3, 2015

From: Ken Grehm, Director of Public Works and Facilities  
By: Kellen Prindiville, Associate Civil Engineer

Subject: Engineering / Contract Amendment for Environmental Studies / Dowd Road at  
Coon Creek Bridge Replacement Project

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**ACTION REQUESTED**

Adopt a Resolution to approve Contract Amendment No. 2 for Professional Services Agreement No. 1047 with LSA Associates, Inc. for the Dowd Road at Coon Creek Bridge Replacement Project to increase the current contract by \$68,882 for a total amount of \$166,757, and authorize the Director of Public Works and Facilities, or designee, to sign and execute subsequent contract amendments up to ten percent of the contract amount.

**BACKGROUND**

The Department of Public Works is proposing to replace the existing bridge on Dowd Road over Coon Creek. The existing bridge is 83 years old and classified as structurally deficient and functionally obsolete. The project is being completed under the Federal Highway Bridge Program (HBP).

The County prepared the preliminary engineering and began environmental studies in 2009. In the fall of 2010, the County and Caltrans were notified that Coon Creek was within the jurisdiction of the Central Valley Flood Protection Board (CVFPB) and that the scope of the project would need to substantially change. Environmental and design work were paused while design criteria and other permit issues were discussed and negotiated with the CVFPB. The County reached a tentative agreement with the CVFPB and Caltrans regarding design criteria earlier this year which enabled the preliminary bridge design, roadway design, and environmental studies to proceed.

The original contract was approved by the Board of Supervisors on June 10, 2008, and Amendment No. 1 was approved on December 8, 2009 to complete additional cultural resource studies required by Caltrans. Contract Amendment No. 2 is needed to revise and complete additional environmental studies to reflect the current project scope and complete environmental documentation for the project. A future amendment will be needed for additional work related to environmental services during construction.

**ENVIRONMENTAL CLEARANCE**

The Professional Services Agreement is exempt from CEQA pursuant to CEQA guidelines, Section 15306.

**FISCAL IMPACT**

The total cost of this contract is in the amount of \$166,757, plus a contingency of ten percent (\$16,676). This project is budgeted in the FY 2015-16 Department of Public Works and Facilities Final Budget, Bridge Construction Projects, Dowd Road at Coon Creek Bridge Replacement #PC2898. The Federal Highway Bridge Program (88.53 percent) and County Road funds (11.47 percent) will cover the cost of this contract.

Attachment 1 - Resolution  
Attachment 2 - Location Map

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of:

Resol. No: \_\_\_\_\_

A resolution to approve a contract amendment with LSA Associates for the Dowd Road Bridge at Coon Creek Bridge replacement project and authorizing the Director of Public Works and Facilities, or designee, to execute future contract amendments

The following Resolution was duly passed by the Board of Supervisors of the County of Placer

at a regular meeting held on \_\_\_\_\_ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

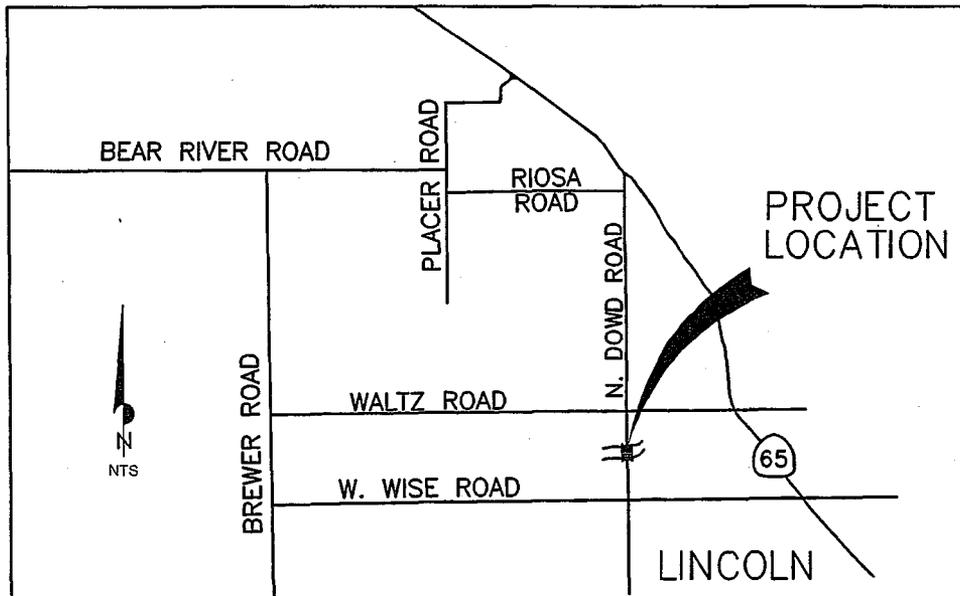
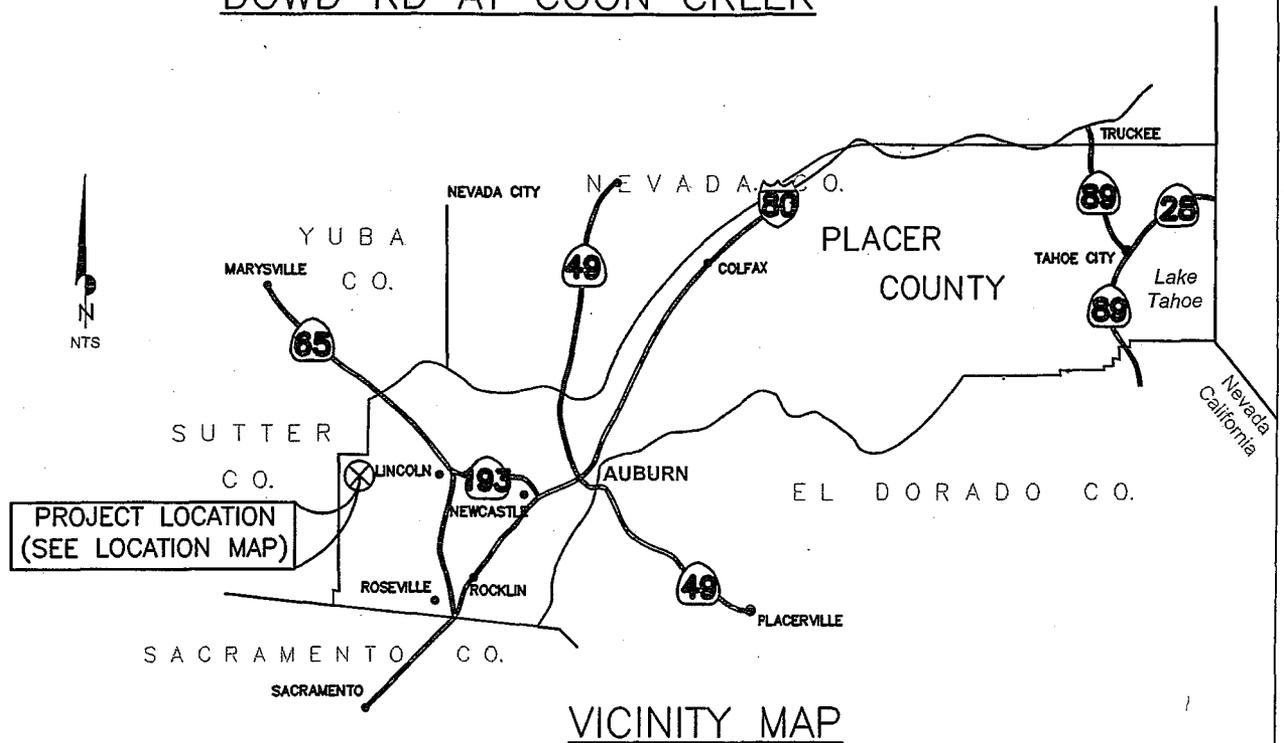
\_\_\_\_\_  
Chair, Board of Supervisors

Attest:  
Clerk of said Board

\_\_\_\_\_  
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves Contract Amendment No. 2 with LSA Associates, Inc. increasing the current contract by \$68,882 for a total contract amount not to exceed \$166,757, and

BE IT FURTHER RESOLVED AND ORDERED , by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes the Director of Public Works and Facilities, or designee, to execute subsequent contract amendments for additional professional services as needed, up to ten (10) percent of the contract amount (\$16,676).

# DOWD RD AT COON CREEK



LOCATION MAP  
NO SCALE

**Contract Amendment No. 2**

**Contract Number:** 1047

**Project Title:** Bridge Replacement Project on Dowd Road at Coon Creek

**Description:** Professional Environmental Services for the Preparation of Environmental Studies and Documentation

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This Contract Amendment No. 2 ("Amendment") for additional professional services not to exceed \$166,756.85 is entered into by and between the County of Placer "COUNTY" and LSA Associates, Inc. "CONSULTANT" this \_\_\_\_ day of November, 2015 and affects ITEM 1 "BASIS OF AGREEMENT"; ITEM 5 "TIME OF COMPLETION"; ITEM 6 "AMOUNT OF PAYMENT"; ITEM 12 "HOLD HARMLESS AND INDEMNIFICATION"; ITEM 15 "INSURANCE"; Exhibit A1 "SCOPE OF SERVICES"; Exhibit C1 "PAYMENT SCHEDULE"; and Exhibit D2 "Consultant Charge Rates" of the original Professional Services Agreement No. 1047, dated June 10, 2008 and Contract Billing Rate Revision dated May 12, 2014. Contract is hereby amended as follows:

a) **ITEM 1 – BASIS OF AGREEMENT** – This section shall be deleted and replaced in its entirety to read as follows:

1. **BASIS OF AGREEMENT.** CONSULTANT hereby agrees to provide professional services as an independent contractor to prepare environmental studies and documentation, and perform related environmental services for the BRIDGE REPLACEMENT PROJECT ON DOWD ROAD AT COON CREEK as described in Exhibit "A2" entitled "Scope of Services" attached hereto and by this reference incorporated herein. In exchange, COUNTY agrees to pay CONSULTANT as set forth in Item 6 below.

b) **ITEM 5 – TIME OF COMPLETION** – The first sentence of this section shall be deleted and replaced in its entirety to read as follows:

CONSULTANT agrees to complete all tasks listed in the scope of Services within 10 years from the Notice to Proceed.

c) **ITEM 6 – AMOUNT OF PAYMENT** – This section shall be deleted and replaced in its entirety to read as follows:

6. **AMOUNT OF PAYMENT.** As full payment for all services as set forth in Exhibits "A2" and "C2" herein, the COUNTY shall pay up to the amount listed based on the budget of each Task as shown in Exhibit "C2" up to a total maximum sum of ONE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS

AND EIGHTY-FIVE CENTS (\$166,756.85) to CONSULTANT as full payment for all services as set forth in Exhibits "A2" and "C2" herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit "D3" attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

**d) ITEM 12 – HOLD HARMLESS AND INDEMNIFICATION – This section shall be deleted and replaced in its entirety to read as follows:**

**12. 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.

**e) ITEM 15 – INSURANCE – This section shall be deleted and replaced in its entirety to read as follows:**

15. 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.

**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.

**GENERAL LIABILITY INSURANCE:**

A. 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:

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

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. 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

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

(1) 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

(2) 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).

E. 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:

(1) 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

(2) 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 polices be different.

**ENDORSEMENTS:**

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

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "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."

C. "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."

**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.

**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.

**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.

- f) **Exhibit A, SCOPE OF SERVICES shall be deleted and replaced in its entirety with Exhibit A2 attached to this amendment.**
- g) **Exhibit C, PAYMENT SCHEDULE, shall be deleted and replaced in its entirety with Exhibit C2 "Payment Schedule" attached to this amendment.**
- h) **Exhibit D, CONSULTANT STANDARD CHARGE RATES, shall be deleted and replaced in its entirety with Exhibit D3 attached to this amendment.**
- i) **All other sections of this contract, exhibits, and amendments remain unchanged and in full force and effect.**

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

**APPROVED AS TO PROCEDURE**

By: \_\_\_\_\_  
Ken Grehm, Director  
Department of Public Works  
and Facilities

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
County Counsel, Placer County

Date: \_\_\_\_\_

**APPROVED AS TO FUNDS**

By: \_\_\_\_\_  
Auditor, Placer County

Date: \_\_\_\_\_

**"COUNTY"  
COUNTY OF PLACER**

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

Date: \_\_\_\_\_

**Award of Amendment No. 2  
PSA No. 1047**  
Authorized by the Board of Supervisors  
on: \_\_\_\_\_

**"CONSULTANT"**  
LSA Associates, Inc.  
A California Corporation

By: \_\_\_\_\_  
Officer Signature # 1  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature # 2  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title  
Date: \_\_\_\_\_

"If Consultant is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Consultant is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

## EXHIBIT "A2"

### PLACER COUNTY DEPARTMENT OF PUBLIC WORKS AND FACILITIES

#### BRIDGE REPLACEMENT PROJECT ON DOWD ROAD AT COON CREEK

#### SCOPE OF SERVICES

##### I. Project Background

Dowd Road is located west of the City of Lincoln in an unincorporated area of west Placer County. The road runs north-south from Moore Road to State Route 65. It is classified as a minor rural collector and primarily serves local property owners. Three existing bridges on Dowd Road have been classified as structurally deficient and will be replaced under the Federal Highway Bridge Program (HBP).

The Dowd Road Bridge over Coon Creek (#19C-0095) is a concrete bridge that was constructed in 1930. This bridge was determined by Caltrans to be structurally deficient and will be replaced under the Federal Highway Bridge Program (HBP).

##### II. Project Description

Environmental review for this bridge will be implemented per the Caltrans Local Assistance Procedures Manual and subject to both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Projects undergoing environmental review pursuant to the Local Assistance Procedures Manual, and the required CEQA and NEPA clearances, present unique challenges. There are several environmental and permitting milestones associated with these projects.

**Preliminary Environmental Study (PES):** The PES represents the initial environmental checklist and must be approved by Caltrans before further environmental work can be initiated. The PES has been completed and therefore will not be a part of this scope.

**Technical Studies:** Technical studies (e.g., Natural Environment Study) must be approved by Caltrans before the environmental document (e.g., Mitigated Negative Declaration) can be drafted.

**CEQA Clearance:** Completion and adoption of the Initial Study/Mitigated Negative Declaration (IS/MND) is necessary to evaluate impacts to environmental resources and to begin project permitting through the regulatory agencies.

- ##### III. Items of Work
- The COUNTY contracts with the CONSULTANT to provide all required professional environmental services necessary to obtain environmental clearance for the Bridge Replacement Project on Dowd Road at Coon Creek. The intent of the PSA is to have the CONSULTANT develop the Technical Studies, the CEQA IS/MND, the NEPA CE, and other permits acceptable to the COUNTY, regional regulatory agencies and

other involved agencies to allow the COUNTY to proceed to advertise for bids for construction after the completion of final contract documents that will be prepared by others. The following tasks will be completed:

- Conduct field studies
- Prepare technical analysis
- Prepare environmental documentation
- Obtain agency clearances and concurrences
- Process environmental documents
- Apply for and obtain permits from regulatory agencies

### **Task 1.0 Environmental Documentation**

#### ***Task 1.1 Environmental Project Management/Meetings***

CONSULTANT will attend monthly (by teleconference) project development team meetings through the duration of the Project (based on the current schedule attendees will call into eighteen meetings). We will provide written documentation of all substantive project developments in the form of client memos and/or phone conversation records, and will follow up our submittals to outside parties and conduct coordination as necessary to insure efficient and timely review.

#### ***Task 1.2 – Technical Studies***

Based on the revisions to the design of the proposed Project and the approved Preliminary Environmental Study Form, CONSULTANT will prepare the following technical studies: a Natural Environment Study (NES), a Biological Assessment (BA), and Jurisdictional Wetland Assessment for Biological Resources; Form AD 1006 for Agricultural Resources; and an APE Map, Supplemental Historic Property Survey Report (sHPSR), and Supplemental Archaeological Survey Report (sASR) for Cultural Resources. Each draft report will be submitted electronically to the COUNTY for review, and two hard copies of each final report will be provided.

**Biological Resources.** In 2009, CONSULTANT prepared a Draft Natural Environment Study (NES) and Biological Assessment (BA) to evaluate the biological resources present in the Project area and determine project effects to those resources. Additionally, a Jurisdictional Delineation Report was prepared by CONSULTANT in 2009.

This updated scope identifies that CONSULTANT will prepare an NES, BA, Jurisdictional Waters Delineation Report, and Biological Evaluation for the proposed Project based on changes in design and the potential for new undocumented biological resources to be present in the Project area. Based on a preliminary review, sensitive biological resources potentially occurring in the Project area are limited to jurisdictional waters in the Coon Creek channel and within the underside of the existing bridge (signs of roosting bats were present at the Field Review Meeting conducted by the Project Team on June 30th).

*Research/Coordination.* CONSULTANT will request a current list of special status species from the U.S. Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base and California Native Plant Society Online Database. As part of this process, CONSULTANT biologists will informally coordinate with the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and/or USFWS, as necessary, regarding the potential presence of special status species on the Project site.

*Field Surveys:* The following field surveys are proposed.

**General Field Survey.** CONSULTANT will conduct a general field survey to map plant communities and assess habitat conditions and evaluate potential impacts to sensitive biological resources from implementation of the proposed Project. It should be noted that during the Field Review conducted on June 30, 2015 suitable habitat for bats and signs of bats were present in weep holes on the underside of the existing bridge.

**Jurisdictional Delineation.** As part of the General Field Survey, CONSULTANT will conduct a jurisdictional waters delineation of the Project area to determine any areas potentially subject to regulation by the U.S. Army Corps of Engineers (ACOE) and/or Regional Water Quality Control Board (RWQCB). The delineation will be conducted in accordance with the ACOE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008) and the ACOE Regulatory Guidance Letter 08-02 regarding Preliminary Jurisdictional Delineations (June 2008). Riparian areas within CDFW jurisdiction will also be delineated.

**Bat Surveys.** Since bats were observed using the weep holes on the underside of the bridge as a day roost, focused bat surveys are proposed. Wildlife Research Associates (WRA), as a subconsultant to CONSULTANT, will conduct a daytime habitat assessment and a night emergence survey during the appropriate time of year when bats are expected to be present.

*Documentation.* CONSULTANT proposes to prepare the following reports to document biological resources in the Project area and evaluate potential Project effects to biological resources.

**Natural Environment Study (NES).** The results of the field surveys will be documented in an NES prepared in accordance with the most recent Caltrans' Guidance (currently October 2014). The NES will include a discussion of plant communities present on the site, as well as a discussion of common plant and animal species occurring (or expected to occur) on the site based on the communities present. A generalized vegetation map will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The results of the jurisdictional delineation and bat surveys will also be summarized in the NES. The NES will include an assessment of Project impacts on the biological resources present, and recommended mitigation measures where appropriate.

**Bat Survey Report.** The results of both the daytime habitat assessment and two night emergence surveys will be documented in a brief letter report (prepared by WRA) that will include a discussion of the methods and results.

Biological Assessment (BA). Central Valley steelhead, a federally threatened species, is known to occur in Coon Creek and could be affected by the Project. Consequently, it will be necessary to prepare a Biological Assessment (BA) in accordance with Caltrans guidance (November, 2014) to evaluate project effects to Central Valley steelhead and facilitate consultation with NMFS pursuant to Section 7 of the Endangered Species Act.

Jurisdictional Delineation Report. The results of the delineation field work will be documented in a brief letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential waters of U.S. on the site. The delineation report should be submitted to the ACOE for verification with a request for a Preliminary Jurisdictional Delineation in accordance with Regulatory Guidance Letter 08-02. Note that all findings should be considered preliminary until verified by the ACOE.

We have budgeted 20 hours for responding to comments generated during review of the NES and BA and 2 hours for responding to comments generated during review of the Jurisdictional Delineation Report.

➤ *Deliverables:*

*Natural Environment Study (NES)*  
*Bat Survey Report*  
*Biological Assessment (BA)*  
*Jurisdictional Delineation Report*

**Farmlands.** The 2009 Scope did not indicate that an Agricultural Impact Assessment or Soil Conservation Service Form AD 1006 would be prepared for the Project. Based on current review of the Project site using the California Department of Conservation Farmland Mapping and Monitoring Program data for Placer COUNTY, CONSULTANT will complete the Soil Conservation Service Form AD 1006 to determine impacts to lands south and east of the Project site that are designated as Farmland of Local Importance and Prime Farmland. Due to the nominal amount of Farmland of Local Importance and Prime Farmland that would be permanently impacted it is not expected that coordination with the Natural Resources Conservation Service will be required.

We have budgeted 2 hours for responding to comments generated during review of the Soil Conservation Service Form AD 1006.

➤ *Deliverables:*

*Soil Conservation Service Form AD 1006*

**Cultural Resources.** The 2009 Scope proposed that CONSULTANT would prepare an Area of Potential Effects (APE) Map, an HPSR, and ASR. These documents were prepared and approved in 2009. An Extended Phase I (XPI) investigation was also scoped and conducted to determine the presence or absence of buried prehistoric archaeological deposits in the APE, and resulted in the preparation of an XPI Report (XPIR). Since these documents have already been prepared, submitted and approved, the scope provided below includes preparation of a new APE Map and Supplemental HPSR and ASR. Per guidance from Caltrans, based on previous work completed for

the XPI investigation, unless current field investigation indicates otherwise, a Supplemental XPIR will not be required.

CONSULTANT will conduct additional cultural resources studies for the redesigned Project to address requirements of Section 106 of the National Historic Preservation Act, NEPA, CEQA, and the Caltrans 2014 *First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council of Historic Preservation, the California State Historic Preservation Office, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA).

#### *Research and Field Investigation*

- A records search will be conducted at the North Central Information Center of the California Office of Historic Preservation's California Historical Resources Information System. A literature review, as necessary, of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and CONSULTANT will be done. The records search and literature review will identify previously recorded or otherwise known cultural resources and previous cultural resource studies of or adjacent to the Area of Potential Effects (APE).
- A review of cultural resource inventories to identify cultural resources that may be listed within or adjacent to the APE. Relevant listings are the *California Inventory of Historic Resources*, *Five Views: An Ethnic Sites Survey for California*, *California Historical Landmarks*, *California Points of Historical Interest*, *National Historic Landmarks*, and the *Directory of Properties in the Historic Property Data File* which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate city listings will be reviewed.
- Background research, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and CONSULTANT will also be done. The records search and background research will identify previously recorded or otherwise known cultural resources and previous cultural resource studies of or adjacent to the APE.
- CONSULTANT will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.
- CONSULTANT will consult with Caltrans to determine which resources (if any are identified) can be exempted and which will require evaluation.
- CONSULTANT will contact the Placer County Historical Society and Museum for any information or concerns they may have about the APE.
- CONSULTANT will conduct a field survey of the approved APE to identify and record archaeological and/or architectural cultural resources.

## *Documentation*

- CONSULTANT will prepare a revised APE map to Caltrans standards.
  - CONSULTANT will prepare a Supplemental Historic Property Survey Report (sHPSR) and a Supplemental Archaeological Survey Report (sASR) per Caltrans standards.
- *Deliverables:*
- APE Map*
  - Supplemental Historic Property Survey Report*
  - Supplemental Archaeological Survey Report*

### **1.3 Environmental Documentation**

**Initial Study/Mitigated Negative Declaration (IS/MND).** CONSULTANT will prepare an IS/MND to provide environmental documentation pursuant to CEQA.

*Administrative Draft IS/MND.* CONSULTANT will prepare an Administrative Draft IS/MND for COUNTY review. The format will be based on the CEQA Initial Study checklist and an expanded evaluation of each issue area, as necessary.

*Preliminary Draft IS/MND.* Following review by the COUNTY, CONSULTANT will prepare a Preliminary Draft IS/MND. This second version will evaluate each of the COUNTY's comments on the Administrative Draft IS/MND. We have budgeted for a maximum of 10 hours for responding to comments generated by the COUNTY.

*Public Review Draft IS/MND.* The purpose of this task will be to respond to the COUNTY's comments on the Preliminary Draft IS/MND, complete necessary revisions, submit the document for COUNTY approval, and publish for public review. Fifteen copies (hardcopies or CDs) of the Draft IS/MND will be provided to the COUNTY to circulate for public review and CONSULTANT will assist the COUNTY in the preparation of the public notice of intent to adopt the MND. CONSULTANT will also assist the COUNTY in submitting the IS/MND to the State Clearinghouse by preparing the Notice of Completion (NOC), 15 CDs containing the IS/MND, and 15 Summary Forms for submission.

*Response to Comments on Preliminary Final MND.* The purpose of this task is to prepare written responses to comments received on the Draft IS/MND that raise significant environmental issues and submit them for COUNTY staff review after the close of the public comment period. We have budgeted for a maximum of 16 hours for responding to comments generated by the public. CONSULTANT will also include a Mitigation Monitoring Program in the document that outlines timing and responsibility assignments for implementing each measure.

*Final MND.* CONSULTANT will incorporate the final comments and responses into the Final MND and will submit 15 copies (hardcopies or CDs) of the approved document for distribution by the COUNTY to agencies and interested parties that commented on the

Draft IS/MND. CONSULTANT will also assist the COUNTY in completing and Notice of Determination and the correct California Department of Fish and Wildlife CEQA Document Filing Fees to be submitted at the State Clearinghouse.

➤ *Deliverables:*

*Administrative Draft IS/MND*  
*Public Review Draft IS/MND*  
*Final IS/MND*  
*Mitigation Monitoring Program*

### **1.4 Regulatory Permitting**

The proposed project may affect wetlands or other jurisdictional waters in Coon Creek that may be under the jurisdiction of the ACOE, RWQCB, and/or CDFW. Impacts to jurisdictional waters may require permits from the regulatory agencies, as described below.

*Nationwide Permit Verification (Clean Water Act, Section 404).* CONSULTANT will prepare a Preconstruction Notification (PCN) to submit to the ACOE requesting verification that the Project can be authorized using the specified NWP(s). CONSULTANT will also submit a Preliminary Jurisdictional Delineation and request concurrence by the ACOE.

*Water Quality Certification (Clean Water Act, Section 401).* CONSULTANT will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the COUNTY, amount to be determined).

*Streambed Alteration Agreement (Fish and Game Code, Section 1602).* CONSULTANT will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the COUNTY, amount to be determined).

We have budgeted 8 hours to assist the COUNTY with purchasing credits from a mitigation bank approved to sell wetlands/non-wetland waters or riparian mitigation credits (if necessary).

## **IV. Consultant Staffing**

The CONSULTANT is proposing to use **Jeff Bray** as the project manager for this PSA. In the event there is a need to substitute key personnel by the CONSULTANT for project management or primary technical responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the Director of Public Works for the replacement staff in these key positions.

**EXHIBIT "C2"**

**PLACER COUNTY  
DEPARTMENT OF PUBLIC WORKS AND FACILITIES**

**BRIDGE REPLACEMENT PROJECT ON DOWD ROAD AT COON CREEK**

**PAYMENT SCHEDULE**

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of work. All payment requests shall be subject to the following budget:

<b><u>Task #</u></b>	<b><u>Description of Tasks</u></b>	<b><u>Not to Exceed</u></b>
Task 1.0	Environmental Services for CEQA Clearance (IS/MND) and NEPA Clearance (CE)	\$166,756.85
<b><u>Agreement Total</u></b>		<b>\$166,765.85</b>

Five percent (5%) shall be withheld from each payment until satisfactory completion of the work described below. The COUNTY shall release for payment the five percent (5%) withheld, upon satisfactory completing of all Tasks and receipt by the COUNTY of acceptable deliverable items identified under "Exhibit A2" Scope of Services, attached to this PSA agreement.

Total payment shall not exceed \$166,765.85 without modification to the agreement signed by both parties. The COUNTY, as shown above, may reallocate budget amounts, within work items without modifications of this agreement, subject to approval. The Director of Public Works, acting on behalf of the COUNTY, has discretion to approve up to ten percent in additional funds under this amended PSA for additional services not covered by the original Scope of Work. CONSULTANT shall not undertake such work without prior written approval of the COUNTY.

Upon CONSULTANT'S request, COUNTY will make payment of funds withheld from progress payments pursuant to the requirements of Public Contract Code Section 10261, if CONSULTANT deposits in escrow with an approved escrow agent or with a bank acceptable to COUNTY, securities eligible for the investment of State or County funds under Government Code Section 16430 or bank or savings and loan certificate of deposit upon the following conditions:

- a. CONSULTANT shall bear the expense of COUNTY and the escrow agent in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONSULTANT pursuant to this section.

c. CONSULTANT shall enter into an escrow agreement satisfactory to COUNTY, which agreement shall include provisions governing inter alia:

1. the amount of securities to be deposited,
2. the providing powers of attorney or other documents necessary for the transfer of the securities to be deposited,
3. conversion to cash to provide funds to meet defaults by CONSULTANT including, but not limited to, termination of the CONSULTANT'S control over the work, or other amounts to be kept or retained under the provision of the agreement,
4. decrease in the value of the securities on deposit,
5. the termination of the escrow upon completion of the agreement.

**EXHIBIT "D3"**

**PLACER COUNTY DEPARTMENT OF PUBLIC WORKS AND FACILITIES**

**PSA FOR ENVIRONMENTAL SERVICES FOR THE DOWD ROAD BRIDGE AT COON CREEK REPLACEMENT PROJECT**

Federal Project No. BRLO 5919 (065)  
 Cost Proposal (Specific Rate of Compensation)

246

Note: Mark-ups are Not Allowed

LSA Associates, Inc.

Contract No. 1047

Date 9/29/15

Corporate Name	Fringe Benefit	Overhead	General Administration	Combined Indirect Cost Rate (ICR)	Plus FEE = 10.00%
LSA Associates, Inc.	90.43%	45.94%	49.72%	186.09%	Total Multiplier = 3.147

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. hourly rate <sup>3</sup>	% or \$ increase	Hourly range - for classifications only	Estimated Hours (over contract)	Estimated Cost (with ICR & Fees)
	Straight	OT(1.5x)	OT(2x)	From	To					
Jeff Bray – Project Manager	\$169.02			10/1/2015	5/31/2016	\$53.71		n/a	45	\$7,606.12
	\$177.48			6/1/2016	5/31/2017	\$56.40	5.00%	n/a		
	\$186.35			6/1/2017	5/31/2018	\$59.22	5.00%	n/a		
Principal Technical Staff (e.g., Principal Biologist)	\$182.43			10/1/2015	5/31/2016	\$57.97		\$48.75 - \$67.19	20	\$3,648.62
	\$191.55			6/1/2016	5/31/2017	\$60.87	5.00%			
	\$201.13			6/1/2017	5/31/2018	\$63.91	5.00%			
Associate Technical Staff (e.g., Associate Biologist)	\$133.46			10/1/2015	5/31/2016	\$42.41		\$33.83- \$50.99	5	\$667.32
	\$140.14			6/1/2016	5/31/2017	\$44.53	5.00%			
	\$147.14			6/1/2017	5/31/2018	\$46.76	5.00%			
Senior Technical Staff (e.g., Senior Biologist, Senior Manager)	\$137.78			10/1/2015	5/31/2016	\$43.78		\$27.81 - \$59.75	120	\$16,533.03
	\$144.66			6/1/2016	5/31/2017	\$45.97	5.00%			
	\$151.90			6/1/2017	5/31/2018	\$48.27	5.00%			
Technical Staff (e.g., Biologist, Manager)	\$84.43			10/1/2015	5/31/2016	\$26.83		\$20.00 - \$33.65	190	\$16,042.41
	\$88.66			6/1/2016	5/31/2017	\$28.17	5.00%			
	\$93.09			6/1/2017	5/31/2018	\$29.58	5.00%			
Assistant Technical Staff (e.g., Assistant Biologist, Analyst)	\$70.52			10/1/2015	5/31/2016	\$22.41		\$21.71 - \$23.10	115	\$8,110.27
	\$74.05			6/1/2016	5/31/2017	\$23.53	5.00%			
	\$77.75			6/1/2017	5/31/2018	\$24.71	5.00%			
GIS / Support / Administrative (e.g., Word Processor)	\$91.73			10/1/2015	5/31/2016	\$29.15		\$26.17 - \$32.13	109	\$9,999.09
	\$96.32			6/1/2016	5/31/2017	\$30.61	5.00%			
	\$101.14			6/1/2017	5/31/2018	\$32.14	5.00%			
LSA Associates, Inc. - Estimated Total Labor										\$62,606.85

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

Denote all employees subject to prevailing wage with an asterisks (\*)



**EXHIBIT "D3"**

**PLACER COUNTY  
DEPARTMENT OF PUBLIC WORKS AND FACILITIES**

**BRIDGE REPLACEMENT PROJECT ON DOWD ROAD AT COON CREEK**

**LSA ASSOCIATES, INC. OTHER DIRECT COST RATES**

<b><i>Direct Expenses</i></b>	<b><i>Unit Cost</i></b>
Reproduction	Included in Overhead
Color Reproduction (8 ½ x 11)	\$1.00 / page
Color Reproduction (11 x 17)	\$3.00 / page
Mileage	\$0.505 / mile
Facsimile	Included in Overhead
CD Production	Included in Overhead
Plotting	Included in Overhead
Diazo Printing	\$0.20 / sq. ft.
Film Developing	Billed as Direct Cost
Disposable Camera and Film	Billed as Direct Cost
Search of Specialized Databases	Billed as Direct Cost
GPS Unit	\$100 / day
Aerial Photos	Billed as Direct Cost