



**MEMORANDUM  
PUBLIC WORKS AND FACILITIES  
PARKS DIVISION  
County of Placer**

TO: Board of Supervisors DATE: August 9, 2016  
FROM: Ken Grehm, Director of Public Works and Facilities  
By: Lisa Carnahan, Associate Planner  
SUBJECT: Parks / Consultant Services Agreement / AECOM Technical Services, Inc. /  
Hidden Falls Expansion Environmental Review

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**ACTION REQUESTED**

Approve an agreement with AECOM Technical Services, Inc. for Hidden Falls Regional Park Expansion Environmental Review, in the amount of \$233,622 and approve a Budget Revision in the amount of \$250,000 to create a new Capital Project No 04994 Hidden Falls Expansion Environmental Review.

**BACKGROUND**

To preserve oak woodland habitat and meet the demand for public recreation via multiple-use trails, Placer County partnered with the Placer Land Trust to preserve approximately 2,500 acres of open space near the 1,200 acre Hidden Falls Regional Park (HFRP) located west of Auburn. These lands can accommodate potential expansion of the trail system from HFRP to the Bear River, which would result in a trail system approximately 60 miles in length. In addition to trail construction, establishing these connections will require two new bridges over Coon Creek, and additional parking and staging areas.

Next steps for the potential Hidden Falls Expansion will be public outreach and environmental review. Before any physical expansion of the existing trail system is undertaken, this process will analyze existing use patterns and the current parking situation. These evaluations will result in long term management strategies that improve the current user experience and define future opportunities.

To identify a consultant firm that is qualified to assist with these next steps, the Parks Division worked with Procurement Services to develop Request for Proposals No. 10484. One hundred sixty-two firms were notified of the solicitation, seventy-eight firms accessed the documents, and the two formal responses were received from Dudek of Auburn, and AECOM Technical Services, Inc. of Sacramento (AECOM). An evaluation panel comprised of representatives from the Department of Public Works and Facilities, Community Development Resource Agency, and a member of the Placer County Parks Commission reviewed the responses in accordance with the evaluation criteria contained in the solicitation. Following an extensive review and interview process, AECOM was identified as the most qualified firm. Staff negotiated a Consultant Services Agreement that reflects the solicitation requirements and supports this environmental review process. Procurement Services received no bid protests.

**ENVIRONMENTAL IMPACT**

Approval of this Agreement to conduct the Hidden Falls Expansion Environmental Review does not constitute a project pursuant to the California Environmental Quality Act, Section 15378(b)(4) and (5), as this contract approval does not involve any commitment to a specific project. Any resultant project that causes physical changes to the environment will require separate consideration by your Board.

**FISCAL IMPACT**

There are sufficient funds remaining in Capital Project 04916 Hidden Falls Parking Expansion and a Budget Revision is required to move appropriations in the amount of \$250,000 to create a new Capital Project No 04994 Hidden Falls Expansion Environmental Review.

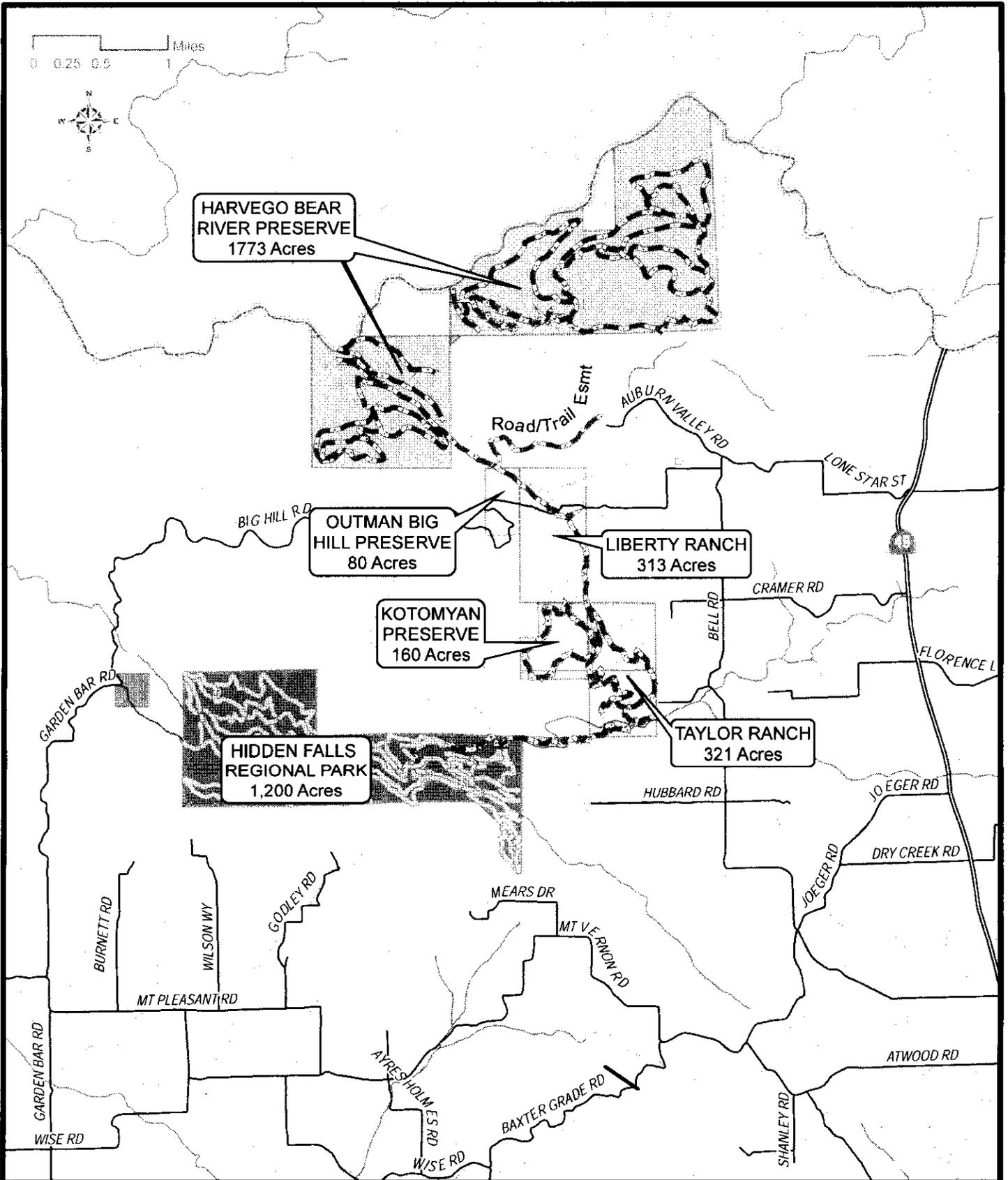
**ATTACHMENTS**

Location Map

Budget Revision

AECOM Consultant Services Agreement

# HIDDEN FALLS REGIONAL PARK PROPOSED EXPANSION





Contract No.: \_\_\_\_\_

Administering Agency: **County of Placer / Public Works and Facilities / Parks Division**

Contract Description: **HIDDEN FALLS REGIONAL PARK EXPANSION SUBSEQUENT EIR**

### **CONSULTANT SERVICES AGREEMENT**

This AGREEMENT is made at Auburn, California, as of \_\_\_\_\_, 2016, by and between the County of Placer, a political subdivision of the State of California ("County"), and AECOM Technical Services, Inc. ("CONSULTANT") a California Corporation, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay CONSULTANT for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. CONSULTANT shall submit all billings for said services to County in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **Two Hundred Thirty-Three Thousand Six Hundred Twenty-Two and no/100 Dollars (\$233,622.00)** without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, 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. County shall furnish CONSULTANT only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of CONSULTANT to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Department of Public Works and Facilities, Parks Division  
Attn: Lisa Carnahan, Parks Planner  
11476 "C" Avenue  
Auburn, CA 95603  
Phone: (530) 889-6837  
Fax: (530) 889-6809

CONSULTANT: AECOM Technical Services, Inc.  
Attn: Petra Unger  
2020 L Street, Suite 400  
Sacramento, CA 95811  
Phone: (916) 414-5835  
Fax: (916) 414-5850

REMIT TO CONSULTANT: AECOM Technical Services, Inc.  
Attn: Jennifer Aranda  
1178 Paysphere Circle  
Chicago, IL 60674  
Phone: (804) 515-8490  
Fax: (916) 414-5850

County or CONSULTANT may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

AECOM Technical Services, Inc.

By: \_\_\_\_\_  
Petra Unger, Principal

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

By: \_\_\_\_\_  
Roy Leidy, Principal

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

COUNTY OF PLACER

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

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

Approved as to Form

Approved as to Funds

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

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

- Exhibit A: Scope of Services
- Exhibit A1: Project Schedule
- Exhibit B: Payment for Services Rendered
- Exhibit B1: Payment for Services Rendered – Labor Table
- Exhibit B2: Hourly Rate Schedule
- Exhibit C: Facilities, Equipment, and Other Materials and Obligations of County
- Exhibit D: General Provisions
- Exhibit E: Confidential Accounting Information

## EXHIBIT A

### SCOPE OF SERVICES

The scope of services shall consist of Tasks 1 through 5, as described below, for the purposes of preparing a Subsequent Environmental Impact Report for the Hidden Falls Regional Park Expansion.

Said Scope of Work may be amended only with the prior written approval of the CONSULTANT and the Placer County Director of Public Works and Facilities, however, in no event shall such amendment create any additional liability to the County.

In addition to the services described above, County may request Additional Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said Additional Services exceed the cost allocated in Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the Placer County Director of Public Works and Facilities. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

CONSULTANT agrees to complete all work in compliance with the Project Schedule supplied by the CONSULTANT as depicted in Exhibit A1.

### CONSULTANT RESPONSIBILITIES

#### **Task 1: Project Management.**

CONSULTANT will manage the Subsequent Environmental Impact Report (SEIR) preparation effort and maintain close communication between County staff and project team members to ensure completion within budget and on schedule that the document is technically sound and legally defensible. Their project manager will communicate on a regular basis with project team members and County staff regarding compliance with the schedule and scope of work. The CONSULTANT Project Manager will also coordinate the work of the technical project team and serve as a liaison between the team and the County for communication of issues, transmittal of comments, financial management (e.g., invoices), and other project management matters. Project management activities will include:

- a. **Kickoff Meeting.** CONSULTANT's Project Director and Project Manager will attend one initial kickoff meeting with the County and interested parties to familiarize the team with project issues and concerns and to assist the County in identifying the preferred strategy and approach to the CEQA and permitting process.
- b. **Project Meetings.** CONSULTANT will participate in a total of up five project meetings at the County offices and will participate in bi-weekly conference calls to discuss the project.
- c. **Project Schedule.** COUNTY will develop a project schedule in Microsoft Project detailing specific tasks, start and end dates, and task duration using a Critical-Path Method schedule, and will update the schedule on a bi-monthly basis or sooner if warranted, and include planned and actual dates. A Draft Schedule has been

developed during preparation of this scope of work and is included at the end of this section for the County's review.

- d. **Invoicing.** The CONSULTANT Project Manager will ensure all invoicing is accurate and timely and will submit monthly progress reports along with the monthly invoices detailing the value of work performed on each task, remaining budget for each task, and breakdown of staff and hours worked by each staff on each task. The Project Manager will also ensure the hourly rates included on invoicing match the rates included in the contract.

### **Task 2: Scoping.**

CONSULTANT will assist the County with a multi-step scoping process to obtain public input on the project description and scope of the SEIR. The steps will include a meeting with Placer County, the traffic and parking study, a preliminary project description, and attendance at a public scoping meeting.

- a. **Strategy Meeting with Placer County.** CONSULTANT proposes to work closely with Placer County to develop the project objectives and refine the studies needed to develop a preliminary project description to be shared with the public and other interested parties. First, CONSULTANT will attend a strategy meeting with County to discuss the project and the scope and data/information needs for the traffic and parking study. At this meeting, CONSULTANT will present a preliminary outline of the Subsequent EIR and facilitate a discussion of the role of and approach for the traffic and parking options study, and plans for the public meeting.
- b. **Traffic and Parking Study (Constraints Analysis).** The proposed traffic and parking study will allow the County to select feasible access and parking options that can be combined with the expanded trail and parking system to form the project description for the SEIR. This study will serve as a constraints analysis that will evaluate existing access/staging and parking issues, and explore additional options for parking in sufficient level of detail to develop a feasible traffic and parking plan (i.e., the proposed project) to achieve the project objectives. Because this analysis is a key driving factor in developing a successful project, CONSULTANT's proposed scope of work includes preparing the traffic/parking study and associated impact analysis first and on an accelerated schedule (but in parallel with the other sections of the Administrative Draft SEIR) to support development of the project description and graphics to be used in the public scoping process. The traffic engineers would then prepare a detailed traffic and parking analysis report that would become an attachment to the Administrative Draft SEIR.

The traffic and parking constraints analysis would investigate the following:

1. Feasibility of different levels of access at Garden Bar Road
2. Capacity and configuration options for the existing parking/staging area off Mears Place
3. Staging and parking options for access to the new trail areas to the northeast (such as at Harvego Bear River Preserve or an additional undetermined site)  
Explored options could become EIR alternatives or alternatives that were dismissed because they would not meet Placer County's objectives.

Placer County envisions at least one additional parking area to serve the enlarged trail system. The following provides more detail on the analysis at the conceptually proposed parking area, and the existing parking area.

**North Auburn Area.** A parking area will ultimately be needed to the west of Bell Road north of Hubbard Road in the North Auburn Area. A potential entrance to Harvego Bear River Preserve may be provided via Curtola Ranch Road off of Auburn Valley Road. The analysis will include the potential of other opportunities for parking in this area should a suitable opportunity present itself. The purchase and development of HFRP and Placer County's participation in the purchase of Placer Land Trust parcels that will host the expanded trail network were accomplished under the auspices of the Placer Legacy Open Space and Agricultural Conservation Program (Placer Legacy). Placer Legacy is a willing-seller/willing-buyer program. As such, it should be assumed that any new parking or other acquisitions associated with the greater HBRP complex will be developed on property with existing County rights or willing-seller/willing-buyer transactions. As part of the traffic and parking study, potentially feasible options in the North Auburn area will be explored, in close coordination with the County.

**Other Peripheral Parking.** The County will explore the option of allowing several privately-owned parcels adjacent to the Park the ability to utilize land for additional over-flow public parking areas. The public would be allowed direct access to the Park through these parcels via a gate at the property boundary, with a connection to the trail system. Owners of said parcels would likely be required to obtain a use permit to allow for the parking. Owners would be able to charge for public parking. The traffic analysis will analyze the impact of these potential additional parking areas on the nearby roads.

**Mears Drive Access Area.** Use of the existing parking area serving Hidden Falls Regional Park via Mears Place has exceeded its capacity during peak weekends and holidays. Up to 200 cars per day are turned away during nice weather weekends and during holidays. No- Parking restrictions have been adopted by the Board of Supervisors along the nearby Mears Drive to avoid offsite impacts from crowded parking on the surrounding neighborhood. A gravel overflow area has been created to accommodate peak visitation, and an expanded equestrian area is currently being designed. Funding is in place for the expansion of the Mears parking area consistent with the limitations of the existing CUP and will likely proceed ahead of the remaining development. However, the traffic and parking study will analyze the best ultimate parking lot layout at the existing (expanded) Mears Drive parking area to explore if future adjustments would be beneficial to increase the capacity of the lot or better handle traffic flows during crowded times.

**Background/Existing Setting.** The CONSULTANT team will define existing conditions as needed to confirm the key issues and constraints associated with developing access and circulation. In consultation with the Placer County Department of Public Works and Facilities (DPWF), the CONSULTANT team will collect traffic count data, identify current roadway capacities, describe operating levels of service (LOS), and identify design deficiencies, as described below.

**Collect Traffic Count Data.** New traffic count data will be collected as needed at each study area intersection to develop a Saturday peak hour traffic volume base. The CONSULTANT team will maximize use of existing traffic count data but will collect new peak hour counts where needed.

Conditions at the following intersections will be evaluated:

1. Garden Bar Road / Mt. Pleasant Road
2. Bell Road / Lone Star Road / Auburn Valley Road
3. Mt. Vernon Road / Mears Drive
4. SR 49/Lone Star Road

Traffic volumes on up to eight roadway segments will be evaluated in consultation with Placer County, including:

1. Mears Drive north of Mt. Vernon Road
2. Mt. Vernon Road from Mears Drive to Atwood Road
3. Mt. Vernon Road from Ayers Holmes Road to Mears Drive
4. Garden Bar Road from Wise Road to Mt. Pleasant Road
5. Garden Bar Road from Mt. Pleasant Road to Garden Bar access point
6. Lone Star Road from Auburn Valley Road to SR 49
7. Bell Road from Joeger Road to Lone Star Road
8. Cramer Road, from Highway 49 to its terminus

**Expanded Study Area.** Existing local roads that extend toward the park site, including but not limited to Miller Lane and Johnson Drive, will be catalogued and their width and alignments will be qualitatively discussed to identify their suitability for possibly distributing parking to parcels adjacent to the park. This information will be provided to the County in a memorandum report. A CONSULTANT engineer will also spend one day in the field with County staff to evaluate options for local roadways proposed for potential improvement. This information will be provided to the County in a memorandum report. Traffic count data will also be collected by Placer County on Cramer Road, and this information will be included in the traffic and parking study.

**Describe Existing Traffic Operations and Safety Deficiencies.** The CONSULTANT team will analyze existing operating LOS and roadway system performance using methodologies acceptable to the County. The roadway segment LOS (HCM based) will be determined based on thresholds developed in consultation with the County. This portion of the study will address current design limitations, safety deficiencies (roadway width, design speed, sight distance limitations), pedestrian/bicycle facilities, and transit opportunities. The extent to which automobiles with trailers can be accommodated will be assessed. Collision history, if provided by Placer County, will also be summarized.

**Identify Current Parking Utilization.** The traffic and parking study will also analyze automobile and equestrian trailer usage at the existing HFRP parking lot at 7587 Mears Place, Auburn, CA 95602. The study will evaluate peak usage patterns from off-season (July-August, November-January) mid-week to peak Holiday weekend (during mild weather). Current utilization of on-site parking at HFRP will be identified through Saturday monitoring and may be further described based on anecdotal information from Placer County.

The CONSULTANT team will observe parking utilization at the Mears Drive parking lot and on the adjoining streets on four Saturdays. The desired days for observation will be identified in consultation with County staff. On each day, we will note the number of parked vehicles on a ½ hourly basis. The average duration of Saturday visits will be determined, as well as the maximum number of parked vehicles by type (i.e., with and without trailers). Anecdotal information available from the County regarding conditions at other times as well as the number of vehicles turned away for lack of parking will be noted. Peak parking demands will in turn be compared to the available regular and overflow parking supply.

**Project Impacts.** The CONSULTANT team will analyze all collected data and compile the results in a traffic and parking study to address the project specific and cumulative impacts of expansion of HFRP and the associated trail network and required parking facilities. The study will support selection of project features and will provide direct input to the CEQA process and SEIR. The study will also assess traffic safety/geometric considerations as well as trip generation and capacity analysis for parking and adjacent roadways.

The CEQA scoping process may determine that the Subsequent EIR should have both project- and programmatic components. If needed, a programmatic approach could be used to cover a range of potential parking areas in the northern Bell Road area and the area south of the park. (In this case, final approval and permitting of the selected configuration may require additional CEQA analysis.)

The traffic and parking study will conform to CEQA and Placer County requirements, and address both existing and cumulative traffic conditions forecast for the area. It will also include mitigation measures for any significant project-specific or cumulative traffic impacts (e.g., contributions to fund regional transportation improvements) resulting from the proposed project. It would update the baseline vehicle usage assumptions in the 2009 EIR using all newly collected data and, in consultation with the County, project an estimated number of automobile trips for the proposed project and a "design hour" volume based on applicable automobile occupancy rates and activity schedule. The distribution of project trips will be determined by extrapolating data from existing use patterns and the general location of South Placer County residential areas.

Current park use patterns have exceeded projected volumes and the traffic and parking study must account for the park's growing popularity and regional trends to ensure it supports the County in achieving the goals for trails as outlined in the 2013 General Plan Update. The study would address short-term impacts on traffic during parking lot construction/expansion as well as longer-term operations under "Existing Plus (Reasonable) Worst Case Project" conditions, which would reflect the maximum traffic associated with good weather and the waterfalls flowing. The impact assessment would be based on adopted Placer County standards for roadway segments and intersection LOS.

The traffic data collected at the site may be used to create daily and Saturday peak hour trip generation rates on a "per mile of trail" or "per acre" basis. Alternatively, information regarding guests who were turned away may be employed as well.

Resulting daily and peak hour trip generation forecasts will be created for the following impact analysis scenarios:

1. Trips associated with full use of the currently open portions of the Park
2. Trips associated with full use of the proposed trail expansion project

Weekend trip generation estimates will be made to represent the seasonal variation of site traffic for:

- Offseason (wet and hot periods)
- Peak season (good weather when waterfalls are flowing)

The distribution of project trips will be determined based on a review of turning movements at study intersections, and on County-provided information regarding the general origin of existing park users.

**Identify Parking Demands.** The parking demand information identified under the "Expanded Study Area" subtask will be used to identify peak period parking demand rates on a "per miles of trail" or "per acre" basis that can be applied to the proposed project. Resulting demand forecasts will be made for the currently open portions of the Park and for the proposed project. The extent to which forecast demands will be accommodated on-site will be evaluated, and the feasibility of on-street parking will be determined based on factors such as shoulder width, sight distance, etc.

**Cumulative Impacts.** The cumulative impact analysis will be conducted relative to a future planning horizon that will address the impacts of other approved projects and long-term cumulative background traffic growth per the Placer County Regional travel demand forecasting model for the year 2025. Development of assumptions for surrounding properties and local and regional circulation improvements that should be assumed for the cumulative analysis will be discussed with DPWF.

**Estimate Cumulative Background Traffic Volumes.** Cumulative background peak hour traffic volumes will be created. Based on the approach taken for rural Placer County projects CONSULTANT anticipate using an "incremental" approach which compares baseline and future traffic model results and interpolates model results to create growth factors that can be applied to current observations. Cumulative traffic operating conditions will be evaluated with and without traffic generated by the project.

**Mitigation.** The extent to which mitigation measures are needed to reduce project specific or cumulative impacts to an acceptable level, they will be identified. Under this task, CONSULTANT will identify and evaluate alternative mitigation measures required to eliminate current safety problems and to reduce project LOS impacts to less than significant, or to meet Caltrans or County standards. Mitigated LOS will be calculated as needed. Mitigation measures would be separated into the categories noted below:

- Improvements already needed to correct existing deficiencies on County roads;
- Mitigation specifically required as a direct result of the project;
- Mitigation measures needed for cumulative traffic conditions;
- Mitigation measures needed for cumulative plus project conditions.

CONSULTANT will review improvement plans prepared by others which may respond to the identified mitigation requirements and comment on their adequacy.

**Traffic and Parking Technical Memorandum.** The CONSULTANT team will prepare and present to Placer County a preliminary draft traffic and parking technical memorandum that summarizes existing conditions, traffic projections, project-specific impacts, cumulative impacts, and potential mitigation measures. This technical memorandum would address potential access and parking configurations and would provide vital information for the public scoping process and the SEIR as described below.

The technical memorandum will review the site and major access roads including but not limited to Mount Pleasant, Garden Bar, Mount Vernon, Bell Road (west of Highway 49), Lone Star Road (west of Highway 49), Cramer Road, and applicable intersections and will include a visual review of existing alignment and geometrics, sight distance, signage, drainage issues and structural integrity of the road. The technical memorandum will provide recommendations for safety improvements in light of the projected traffic volumes. The CONSULTANT team will provide graphics of the recommended improvements on an aerial photo basemap that can be used for the public scoping meeting and in the SEIR.

CONSULTANT will present the technical memorandum results to Placer County and assist the County with finalizing the project description based on comparative costs and after the public scoping process. Given the expected parking needs and available parking options, the technical memorandum will present schematics for parking facilities as follows.

**Parking Schematic Design.**

- Ultimate parking/equestrian staging layout at existing Mears Drive parking area
- Limited access staging area at Garden Bar Road entrance including recommendation on technology and configuration to control reservation based / limited entry use.
- Harvego/Bear River Preserve to the west of Auburn Valley Road

Schematic design of the three parking area configurations will include stall and circulation layout for autos, equestrian trailers and maintenance vehicles, utility availability and needs analysis, off site road/driveway improvement requirements, security gating/fencing needs, pedestrian/equestrian circulation, and visual screening needs. The layouts will be designed with the aesthetic vantage of entering users in mind. For example, the prominence of the restroom at the existing HFRP parking area and the clarity of ingress/egress lanes have been noted as features that could be improved.

Schematic design plans will be submitted for one administrative review by the County, one submittal following comments received during the public scoping process, and one final submittal. The CONSULTANT team will address County comments on the draft technical memorandum which would include a narrative, tabular and graphical presentation of the results and conclusions of the traffic analysis and the final would be an attachment to the SEIR.

- c. **Public and Council Meetings.** CONSULTANT will assist Placer County with conducting a public scoping meeting and will prepare materials including a PowerPoint presentation, posters, handouts, and comment forms. Comments provided by the public and agency staff during the 30-day public scoping period (of the Notice of Preparation) will be documented and used to finalize the scope of the SEIR. CONSULTANT will prepare a summary matrix of scoping comments that documents the commenting party, issues raised, and where in the SEIR the issues will be addressed. The comment letters and formal comments received during the scoping process will be appended to the Draft SEIR. CONSULTANT will also attend up to four meetings with the Municipal Advisory Council to discuss project scoping, the traffic study, and the public meeting.

### **Task 3: Technical/Environmental Studies**

**Biological/Wetland Studies, Pre-field Special-Status Species Investigation.** CONSULTANT recognizes that biological resources data, including a wildlife technical memo, was compiled as part of the connectivity study that was conducted between the existing HFRP trail system and the Taylor Ranch in 2012. CONSULTANT also recognizes that additional biological data is also available from Placer County and the Placer Land Trust, and these studies likely informed the land acquisition decision.

CONSULTANT biologists will review all existing biological reports pertaining to the site and query the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) on-line Inventory of Rare and Endangered Plants of California and U.S. Fish and Wildlife Service (USFWS) records for the relevant U.S. Geological Survey (USGS) quadrangles to determine the potential for listed and special-status wildlife and plant species to occur in the vicinity of the proposed project.

**Wildlife Reconnaissance Survey and Findings.** Upon completion of review of the existing reports and database searches, CONSULTANT wildlife biologists will conduct a reconnaissance-level survey approximately 21 miles of proposed trails (on Taylor Ranch, Kotomyan Preserve, Liberty Ranch, Outman Big Hill Preserve, and Harvego Bear River Preserve) and a 100-foot buffer of the proposed trails, including stream crossing locations, staging areas, and parking areas to determine the potential for the project area to support special-status wildlife. Habitats present will be evaluated for their potential to support special-status wildlife. CONSULTANT will summarize the results of the field surveys in a brief memo that includes a determination as to the potential for each special-status wildlife species assessed to occur on the project site or be affected by project activities. The memo will include information on methods utilized for the field surveys, the species table developed during prefield investigations, results of the field survey, photos showing any special-status species habitat observed, and any recommendations to incorporate into the SEIR. This scope of work does not include protocol-level surveys for any special-status wildlife species (such surveys would be collected immediately prior to construction, and are therefore not included in this contract). It is assumed the reconnaissance level survey can be completed within five days by two biologists.

**Conduct Protocol-level Plant Surveys and Document Findings.** A CONSULTANT botanist will perform floristic surveys in all habitats within the project site (proposed trail corridor plus staging and parking areas) that have the potential to support target special-status plant species in accordance with California Department of Wildlife's (CDFW) 2009 *Protocols for*

## *Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities.*

The connectivity trail was not surveyed for rare plants at the time of the 2012 connectivity trail studies because these surveys were conducted in January. The target special-status species with potential to occur within the trails expansion area bloom in May. Consistent with CDFW protocols, surveys will be conducted during the blooming season and nearby reference populations will be visited to confirm the target species are blooming and identifiable, and to establish a visual image of special-status plants known to occur in the project vicinity and their associated habitat and communities. Based on a preliminary review of special-status plant species that could occur in the project area, it is anticipated that a single survey round conducted in May would be sufficient to cover the blooming periods of all potentially occurring species. It is assumed this field survey can be completed within a five days by two botanists.

Any sensitive natural communities or populations of special-status plants found during the surveys will be photographed in the field and their locations recorded using a Global Positioning System (GPS) data logger. Information about sensitive communities and special-status plant populations will be recorded onto CNDDDB data forms, which will be submitted to the database following completion of the surveys.

Results of the surveys will be presented in a letter report accompanied by a map showing the extent of the area surveyed, general plant community types, locations of special-status plant populations and sensitive communities found, and CNDDDB data sheets for each occurrence. The report will include a description of the proposed project, methodology including survey dates, the biological setting including composition and structure of the plant communities, a table listing and describing the potentially-occurring special-status plant species, a comprehensive plant species list, and a discussion of the significance of any special-status plants or sensitive natural communities identified on the project site.

**Preliminary Delineation of Jurisdictional Waters of the United States.** CONSULTANT will prepare a preliminary delineation of jurisdictional waters of the United States that may be affected by the proposed project. As proposed, the project would affect habitats that are regulated as jurisdictional waters of the United States under Sections 404 and 401 of the Clean Water Act (CWA) (e.g., Coon Creek). Additional features within the project site (e.g., ephemeral and intermittent drainages, seasonal wetlands) may be considered jurisdictional waters of the United States and/or waters of the state. The California Department of Fish and Wildlife (CDFW) has jurisdiction within the project site under Section 1602 of the Fish and Game Code, which requires notification for the modification of a lake or streambed and associated riparian habitat. Identifying the boundaries of these sensitive resources by will be a critical first step in the permitting process.

CONSULTANT wetland specialists will review existing wetland data for the site, including U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory maps, U.S. Department of Agriculture Natural Resources Conservation Service soil survey information, U.S. Geological Survey 7.5-minute topographic quadrangle maps, and existing aerial photographs of the project site.

Following the review of the aerial and other relevant background information, CONSULTANT's wetland specialists will conduct a field delineation of jurisdictional waters of the United States

and waters of the state, including wetlands, in areas of the project site where waters occur in the vicinity of the proposed trail alignment. Any previously mapped jurisdictional waters of the United States will be field verified and any new features will be mapped. The U.S. Army Corps of Engineers (USACE) 1987 multi-parameter methodology and 2008 Regional Supplement for the Arid West will be used to delineate jurisdictional wetlands; this involves collection of soils, vegetation, and hydrologic data at several data points to establish the jurisdictional edge of wetlands. Field data sheets will be completed for each data point. In 2012, CONSULTANT completed a wetland delineation map and report for an area between the existing trail system on HFRP, which included portions of two privately owned parcels and a portion of the Taylor Ranch. This scope assumes that if Placer County has conducted any additional wetland delineation surveys on the 2,500 acres north of HFRP that GIS shape files will be provided by Placer County. Areas previously delineated will be field checked for accuracy. It is assumed that the field survey for wetland delineation can be completed by two wetland ecologists in five days.

Upon completion of the field delineation, CONSULTANT will prepare a wetland map showing the exact extent and location of all potentially jurisdictional waters of the United States, including wetlands, within the project site. This map will be prepared in accordance with USACE requirements. The USACE-preferred base map for this effort is a recent aerial photograph (minimum scale of 1 inch = 200 feet). CONSULTANT will prepare a jurisdictional delineation report that summarizes the methodology, existing conditions, and findings of the wetland delineation.

A CONSULTANT wetland specialist will coordinate and attend a field verification meeting with USACE. Additional telephone/email coordination with USACE will be conducted as needed to finalize the delineation.

**Cultural/Paleontological Resources Inventory.** The project area is known to contain a wide variety of prehistoric and historic cultural resources ranging from Native American habitation sites to evidence for Gold Rush-era mining activities and early homesteads, early Basque shepherding operations, cattle ranching, and farms.

The 2009 Hidden Falls Regional Park EIR identified nine prehistoric sites and nine historic-era sites in the project area. Some of the cultural resources are associated with potential spiritual use and are therefore of great interest to the local Native American community. Based on the area's sensitivity for cultural resources, CONSULTANT anticipates that identification of significant cultural resources will be a critical path. CONSULTANT will review existing relevant reports and studies directly related to the proposed project, including our previously prepared cultural resources inventory for Hidden Falls Regional Park, and a cultural resources assessment conducted in 2012 for the connectivity corridor to Taylor Ranch. CONSULTANT also recognizes that additional cultural resources data may be available from Placer County or the Placer Land Trust, and these studies, if available, likely informed the land acquisition decision. Any applicable information will be used to prepare the cultural resources technical report and SEIR cultural resources information.

CONSULTANT cultural resources staff will conduct an updated records search at the North Central Information Center of the California Historical Resources Information System in Sacramento. CONSULTANT will also conduct additional research as necessary at local repositories to identify important historic people, events, and architectural trends that might

be associated with the project area. Appropriate historical societies will be contacted to solicit information and concerns.

Effective July 1, 2015, CEQA addresses a new resource category known as "tribal cultural resources." Under Assembly Bill (AB) 52, CEQA analyses must consider tribal cultural resources, including "the tribal cultural values in addition to the scientific and archaeological values when determining impacts and mitigation." For this scope of work, we have assumed that the Placer County will undertake AB 52 compliance for the proposed project with respect to notifications of and consultations with concerned American Indian tribes. However, CONSULTANT will assist Placer County staff with AB 52 tribal consultation. CONSULTANT will contact the Native American Heritage Commission to request an updated search of the Sacred Lands files and to verify the list of tribal representatives. CONSULTANT will provide the list of tribes to the Placer County for use in the County's compliance with AB 52 and provide a sample letter to be used. A CONSULTANT cultural resources specialist will also participate in one onsite field meeting with tribal representatives and Placer County, if requested.

CONSULTANT cultural resources specialists will conduct an archaeological pedestrian survey of approximately 21 miles of proposed new trails on the expansion properties (assuming a 100 foot-wide survey corridor) and newly proposed parking lot and road improvement areas (for a total survey area of up to 400 acres). It is assumed that no more than five prehistoric/historic resources would be found and recorded in the field. It is also assumed that the trail alignment and other project features will be marked in the field prior to the survey to allow for easy identification of the survey areas in the field.

Based on applicable previous documentation, the findings of the updated records search, Native American and historical society consultation, CONSULTANT will prepare a technical report of the methods and findings of the background research, consultation, and field inventory. The technical memorandum will be used to inform the cultural resources section of the SEIR, and to support National Historic Preservation Act Section 106 compliance in support of project permitting.

For the paleontological resource inventory, CONSULTANT will identify the geologic formations in the project site and assess their sensitivity for containing significant fossils by consulting the paleontological literature for the applicable geological stratum, including articles published in academic journals, geologic maps, and environmental analyses for other projects in the region. CONSULTANT will conduct a records search at the Museum of Paleontology at the University of California, Berkeley, to identify the nearest known fossil finds. Information on the findings will be included in the paleontological resources section of the SEIR.

**Trail Alignment Recordation.** For the proposed expansion, CONSULTANT will digitally record the exact location of approximately 21 miles of new trail using GPS or tablet devices. The trail corridors to be recorded will be determined in close coordination with the County and PLT. Preliminary alignments have been laid out over the course of several years using variant methods of alignment recordation and GPS units of varying accuracy. CONSULTANT will review the various segments of electronic trail alignment data and use them for assistance in collecting a master alignment using GPS with sub-foot accuracy.

Prior to initiating fieldwork, a coordination meeting is proposed between pertinent County staff (and PLT staff, if applicable) and our field data collection manager to confirm the proposed trail alignment and to ensure that the appropriate trail attributes are being

recorded in the field. Qualitative trail attributes captured in the field could include existing trail status (ranch road, dirt trail, gravel bed), canopy coverage (dense coverage, no coverage), and slope (steep, moderate, flat). CONSULTANT will also capture other features encountered in the field that may be important for trail planning and analysis, such as culvert locations, incidental special-status species findings, and drainage crossings.

Trail easements have been established over portions of the future trail on PLT property. However, it is possible the best final trail alignment will require adjustment of the easements in some places. The Harvego Bear River Preserve, Taylor Ranch, Kotomyan Big Hill Preserve, and Outman Big Hill Preserve are owned in fee by the Placer Land Trust. The Liberty Ranch property is owned by a private landowner with a conservation easement held by PLT. The trail easements over the Liberty Ranch and Outman Big Hill Preserve property would likely be difficult to adjust while the other parcels should have more flexibility in adjustment as necessary. Any potential adjustments will be discussed with the County and PLT at the ignition meeting and agreed upon methods will be recorded in a brief memorandum.

**Connectivity.** The planning for the future regional trail system needs to include an evaluation of a future route along the Bear River that will be precluded from construction in the foreseeable future due to a private non-participating parcel within the Harvego Bear River Preserve property.

A portion of the future trail system will run through a parcel adjacent to the Harvego Bear River Preserve that is owned by the US Bureau of Land Management (BLM). The parcel is known as "Government Hill". The PLT has received NEPA clearance and a permit to construct a trail on Government Hill and expects to construct this trail within the next two years.

To ensure future connectivity of the expanded trail system with the Government Hill Trail and future trails along the Bear River, CONSULTANT will discuss existing and potential future connections with the County and PLT during the meeting to discuss Trail alignment recordation, to ensure that recorded alignments allow for future connection. Desired future connections will also verbally be described in the SEIR project description and shown on regional maps prepared in support of the project, if applicable.

**Tree Assessment.** The nature of trail construction allows an alignment that is conducive to avoiding tree damage and removal. It is also difficult to pre-determine tree impacts on a tree by tree basis due to the fact that final trail design and construction is generally conducted in the field without a site-specific plan and profile level plans that show clearing limits. For these reasons, an assessment of potential impacts to trees will be performed through estimation impact acreage to oak woodlands using aerial photography of the canopy rather than intensive field surveys in the trail corridor areas to assist in finalizing trail alignment. Since trees add significant intrinsic value to a trail user's experience, it is assumed that tree removal will be minimal along the final trail alignment. Focused surveys of trees to be removed will only be conducted in parking areas, at bridge locations in riparian areas, and other areas of known ground disturbance.

In consultation with the County, CONSULTANT will develop mitigation measures for direct impacts to trees (removal) and trees which will sustain encroachment from contemplated construction activities. In some cases, existing or pending oak woodland preservation efforts may be available to be applied to tree mitigation. Any draft mitigation measures will be submitted to the County for review and comment prior to inclusion in the SEIR.

#### **Task 4: Environmental Document Preparation.**

CONSULTANT will prepare and submit a high quality CEQA document that complies with the State CEQA Guidelines as described below.

**Prepare Notice of Preparation.** CONSULTANT will prepare a Notice of Preparation (NOP) that complies with the State CEQA guidelines and all Office of Planning and Research submittal requirements.

Based on an outline reviewed and approved by the County, the NOP will describe the proposed project and location, the range of potential environmental effects, and how to submit comments on the scope of the environmental analysis. CONSULTANT will incorporate County comments, produce a final NOP, and deliver the hardcopies and CD copies to the State Clearinghouse and a date-stamped copy to the Placer County Clerk.

**Administrative Draft Subsequent Environmental Impact Report (ADSEIR).** CONSULTANT will prepare an ADSEIR that maximizes use of existing data and the content of the previous HFRP EIR to the extent practicable, including incorporating appropriate information by reference, and extending that EIR's analysis, impact conclusions, and mitigation measures to the proposed project as appropriate. For example, CONSULTANT would discuss with Placer County the potential to screen out such resource areas as Population and Housing, Mineral Resources, and Recreation, from detailed evaluation using the same rationale developed in the previous EIR. However, because the proposed project will encompass substantial new areas and because of the high degree of public interest, the EIR will contain a detailed analysis and a "fresh look" at the traffic and parking issues that have arisen with the park's rising popularity, the impacts of expanding the park into new areas of the County and the needed transportation and parking improvements that would be developed based on the traffic and parking study.

The following provides CONSULTANT's preliminary proposed outline for the SEIR. This outline would be used for the kickoff meeting, NOP, and scoping meetings.

#### **Annotated Outline for Hidden Falls Regional Park Expansion SEIR Executive Summary**

- Introduction
- Project History
- Project Description
- Areas of Controversy
- Description of Alternatives
- Impacts – table summarizing impacts, mitigation measures, and impact significance

#### **Introduction**

- Type and Use of EIR
- Environmental Review Process
- Background Description of Previous CEQA Review
- EIR Organization
- Focus of the Environmental Analysis (existing and future traffic and parking, natural and cultural resources)
- Introduction to Project-specific Versus Programmatic approach (if used)
- Resources Eliminated from Further Consideration (e.g., population and housing)
- Documents Used (e.g., 2009 HFRP EIR, 2013 Placer County General Plan Update)
- Involved Agencies and Actions

## **Project Description**

- Project Background and Objectives
- Project Location and Layout – trails and parking
- Off-site Transportation Improvements
- Construction Methods
- Operations and Maintenance
- Visitor use (existing and projected future use)
- Permits and Approvals

**Environmental Impact Analysis.** The SEIR will evaluate the potential environmental impacts of the HFRP expansion while maximizing the content of the existing EIR to streamline the current effort. The SEIR will explain the basis for incorporating the previous EIR's conclusions regarding such areas as population and housing and mineral resources any why the SEIR does not provide further analysis. The SEIR will contain the following sections. For each section, we will develop feasible mitigation measures for any significant or potentially significant impacts identified.

**Land Use.** This section will evaluate potential land use effects on adjacent parcels and the project's consistency with Placer County's 2013 General Plan Update and regional plans and policies, as well as applicable habitat conservation planning.

**Geology and Soils.** This section will assess the potential for unstable soil or dangerous geological conditions (e.g., landslides, earthquakes) based on existing documentation (e.g., soils report, Coon Creek hydrologic analysis, fault maps) and how those risks would be minimized by accounting for geology and soil factors in trail and bridge structural design, construction, and operation, as well as mitigation measures, if needed.

**Hydrology and Water Quality.** This section will assess potential impacts hydrology and water quality, including the potential for the new bridges to affect Coon Creek hydrology and the potential for erosion during trail construction and use.

**Air Quality.** The air quality analysis will evaluate potential air pollutant emissions using current Placer County Air Pollution Control District methods and would incorporate the 2013 General Plan Update air quality and climate change goals, projections, and impact findings.

**Traffic and Transportation.** This section will identify potential traffic (and parking) impacts based on existing conditions and projected traffic impacts using the selected project configuration (access roads and parking areas) and Placer County LOS standards. This evaluation will provide a quantitative assessment of project-specific increases in traffic levels and adverse circulation effects, including at intersections, known parking locations, and potential future parking locations within the northern Bell Road vicinity.

In addition to traffic related impacts, this section will evaluate the circulation of trail users where trails cross roadways. In particular, at least one resident of Big Hill Road has expressed concern over the intersection of the proposed new trail with Big Hill Road. Big Hill Road is a gated community of 40 to 160 acre zoning. While it is not expected that traffic and trail use would be high enough to cause significant conflict by the crossing of the road by trail users, there is concern that the intersection of the trail inside the entry gate will promote illicit trespassing by trail users. While this issue is not specifically a CEQA issue it is expected to be

raised during the scoping process and CONSULTANT proposes to address it in the context of circulation and in public safety.

**Biological Resources.** This section would use the data from Task 3 to describe the existing environment and would present a quantitative evaluation of impacts by overlaying the trail on vegetative community maps and determining the acreages of habitat affected. This section would assess direct impacts from construction as well as indirect effects from long-term trail use, visitation, and maintenance on special-status species, sensitive natural communities including wetlands, and trees/oak woodlands based on the technical studies conducted for these resources. It will also address potential impacts to migration corridors and the relationship of the project to the Placer County Conservation Plan.

**Cultural Resources.** This section will describe the existing setting and potential impacts on archaeological, historical, paleontological, and tribal cultural resources based on the technical report prepared for the project. This section will include a description of methods used to identify and assess impacts on resources; a description of the cultural setting, and known cultural resources in the proposed project area; a discussion of the criteria for determining the significance of impacts on cultural resources; and an analysis of the project impacts on important cultural resources.

**Noise.** This section will evaluate potential short- and long-term noise impacts from trail construction and ongoing use on the existing environment, including areas near any proposed new parking areas. CONSULTANT will estimate noise from construction equipment and ongoing trail use using noise modeling software and will compare the modeling results with ambient data and Placer County noise standards. Our acoustician will collect current ambient noise data in the vicinity of sensitive receptors with our in-house Larson-Davis equipment.

The SEIR will describe mitigation measures developed in consultation with Placer County and could include measures such as buffers around sensitive receptors, planting vegetation to create physical buffers and sound barriers, and limiting certain noise generating activities to less sensitive times of the day or season.

**Public Services.** The proposed project has the potential for increased demands on law enforcement, fire protection, and other emergency services, such as search and rescue. CONSULTANT will review the analysis from the 2009 EIR as a template for analysis of the proposed expanded use. Our environmental analysts will research records of medical and law enforcement activity at HFRP since the 2013 opening of the 1,200- acre park area to confirm or update the data used in the original EIR and extrapolate these data for the proposed expanded trail expansion. We recognize that the Placer County Department of Facility Services contracts for full time ranger patrol at HFRP since the 2013 opening of the expanded park and plans to continue ranger patrol to cover the proposed trail expansion to the Harvego Bear River Property.

Placer County Department of Facility Services operates a public transient non-community water system for operation of the well that serves the restroom and drinking fountain at the existing Mears Place parking area. Because of low yield of the exiting well, Placer County is in the process relocating it. For each parking area, CONSULTANT will evaluate provision of potable water and septic facilities similar to those currently provided at Mears place. Vault or portable restroom facilities will also be considered at logical intervals along the

approximately 35-mile trail network (which will encompass approximately 21 miles of new trails and 14 miles of existing trails). Bear resistant trash receptacles are used throughout the park and trash is removed from HFRP daily resulting in no need for large on-site trash bins. This model would be used for the expanded park area.

Due to poor cell reception in the Project area, hard wired phone service and County owned walkie-talkies are used for emergency communication. This system would be expanded to the newly added park areas.

CONSULTANT's environmental analysis will qualitatively evaluate the expected increase in public service demands and the ability of local service providers to adequately respond to this demand based on current user data and county growth projections. CONSULTANT will work with County staff in consultation with local fire protection and law enforcement agencies to conduct the impact analysis and development of mitigation measures, if necessary. CONSULTANT's analysis will also discuss the need for additional public utilities.

**Aesthetics.** This section will assess the potential impacts of added parking facilities and additional trails on scenic vistas, scenic resources, and the visual character of the project site. If necessary, a rendering of visual simulation of the proposed parking facilities and representative photos of existing trails will be used to describe the existing and proposed aesthetic environment. Placer County has developed thematic/stylistic design guidelines for HFRP that guide the rustic selection of amenities. This guide will be useful in the description of the aesthetic character of the proposed project amenities. This section will also address potential impacts from light and glare.

**Recreation.** This section will discuss existing and proposed recreational resources, potential user conflicts and existing methods of handling user conflict. It will also discuss the potential degradation of existing resources and neighborhoods from park use.

**Greenhouse Gas Emissions.** This section will enumerate the project's greenhouse gas emissions based on construction and long-term operation and maintenance of the expanded HFRP and impacts of these emissions on adopted plans, policies, or regulations to reduce greenhouse gas emissions.

**Energy.** This section will address potential impacts on energy requirements, energy supply and demand, and compliance with energy standards, energy resources, and transportation energy use.

**Agriculture and Forestry.** This section will address potential impacts on Prime Farmland, Unique Farmland, and Farmland of Statewide importance; conflicts with existing zoning or Williamson Act contracts, and conversion of farmland or forest land to other uses.

**Mineral Resources.** This section will address the potential for loss of a known mineral resource or resource delineated in a local land use plan.

**Utilities and Service Systems.** This section will address potential impacts related to wastewater treatment, storm water drainage facilities, water supply, landfill capacity, or compliance with solid waste laws and regulations.

**Population and Housing.** This section would address potential impacts from inducing population growth, or displacing substantial numbers of housing or people necessitating construction of replacement housing. We anticipate that this resource topic may be scoped out and not analyzed in detail in the SEIR, because the proposed project does not involve the construction of housing or displacement of people.

**Hazards and Hazardous Materials.** This section will address potential impacts from the transport, use, or disposal of hazardous materials; releases of hazardous materials; emissions of hazardous or acutely hazardous materials, substances, or waste near a school; location on a hazardous materials site; location within an airport land use plan or in the vicinity of a private airstrip; impairment of an adopted emergency response or evacuation plan; or exposure to wildland fires. Placer County will coordinate with the County Fire Department on emergency access routes for the HFRP expansion area; information from this consultation will be incorporated into the project description and SEIR hazards analysis.

#### **Other CEQA Requirements:**

- 1. Cumulative Impacts.** CONSULTANT will discuss cumulative impacts as necessary for each environmental issue, addressing past, present, and reasonably foreseeable future projects, either approved or proposed.
- 2. Growth-Inducing Impacts.** In accordance with §15126.2(d) of the State CEQA Guidelines, CONSULTANT will discuss the potential growth-inducing impacts of the proposed project. During the public comment period for the HFRP EIR, there was some confusion expressed by the public between the residential growth that is the subject of this chapter and the traffic increase from visitors. Some commenters assumed the growth in traffic associated with visitors should be covered in this discussion. CONSULTANT will ensure that the EIR explains how CEQA defines growth-inducing effects. CONSULTANT would also ensure that this section covers existing constraints on growth (i.e., lack of utilities, emphasis on permanent open space preservation).
- 3. Significant and Unavoidable Impacts.** CONSULTANT will summarize significant and unavoidable adverse impacts (if any), per the State CEQA Guidelines §15126.2(b). We are not currently aware of any impacts that could not be addressed by standard mitigation measures. However, potential areas for discussion could include cultural resources and transportation.
- 4. Alternatives.** CONSULTANT will work with the County to identify a reasonable range of alternatives for evaluation in the SEIR, including a comparative analysis of up to four alternatives (including the "No Project" Alternative).
- 5. Other Chapters.** During initial meetings with Placer County, CONSULTANT will present a proposed outline of the SEIR that will identify all chapters, subsections, and appendices.

**County Review of ADSEIR.** Following Placer County's review of the Administrative Draft, CONSULTANT will address the comments and will provide a revised SEIR with all changes shown in redline/strikeout track change mode. Our team will attend up to two (2) team meetings to incorporate final changes to the draft. Then CONSULTANT will produce the public-release Draft SEIR and support Placer County with distribution. CONSULTANT will deliver 15 copies of the EIR on CD to the State Clearinghouse, along with the NOC and NOA, and will distribute the remaining copies based on public and agency requests. CONSULTANT will place the required legal notification in a newspaper of general circulation in the project area.

**Public Hearing/Comment Period.** During the 45-day comment period on the Draft SEIR, CONSULTANT will assist Placer County with preparing for and conducting a public meeting to receive comments. CONSULTANT's Project Director, Project Manager, and Traffic Engineer will attend one meeting to listen to and record comments. If requested, the CONSULTANT Project Manager will provide a brief overview presentation covering CEQA, the findings of the Draft EIR, and next steps in the environmental process, and answer questions. CONSULTANT would also arrange for recording and transcribing of comments. We would also attend up to two (2) Municipal Advisory Council meetings, following the release of the Public Draft EIR. If desired by the County, CONSULTANT will log all comments received and preliminarily code them in preparation for responses. We will also prepare a comment tracking matrix.

**Final EIR.** Upon completion of the public review period, CONSULTANT will meet with Placer County to discuss comments received on the Draft SEIR, develop strategies for responses, prepare responses to comments, and prepare an administrative draft Final SEIR. The final will consist of comment letters, responses to comments, and excerpts from the draft showing the resulting changes. If applicable, master responses will be prepared for resource areas that are likely to receive multiple comments, such as traffic and parking.

The draft Administrative Final SEIR will include the following sections:

- Introduction
- Comments Received
- Coded comment letters and response to comments, including Master Responses, of applicable
- Changes to the Draft EIR
- List of Preparers

#### **Mitigation Monitoring and Reporting Plan**

Following Placer County review of the Administrative Draft Final EIR, CONSULTANT will assemble and submit the Draft Mitigation Monitoring and Reporting Program (MMRP). CONSULTANT will revise those documents in response to County comments and prepare, produce, and distribute the Final SEIR and MMRP consistent with CEQA §21081.6. The MMRP will outline all mitigation measures, monitoring and oversight responsibilities, and the schedule for implementation. After consultation with Placer County, CONSULTANT will prepare, produce and distribute final copies.

#### **Task 5: Permitting.**

CONSULTANT will prepare the applications for all anticipated federal and state permits associated with Clean Water Act (CWA) compliance and Streambed Alteration Agreement (SAA) from California Department of Fish and Wildlife (CDFW). It is anticipated that a grading permit and Special Use Permit from Placer County will be required for trail construction and a Construction General Permit (CWA Section 402) will be required from the Regional Water Quality Control Board. Placer County obtained the grading permit, Special Use Permit, and Construction General Permit for the HFRP project. It is assumed that Placer County will also obtain these permits for the proposed project. CONSULTANT would use the data assembled and collected under Task 3 to minimize the need for additional work and to expedite the permitting schedule.

**USACE Clean Water Act Section 404, Nationwide Permit 42.** It is assumed that the proposed project will qualify for authorization under the USACE Nationwide Permit (NWP) 42,

Recreational Facilities. NWP 42 authorizes discharges of fill material into non-tidal waters for the construction or expansion of recreational facilities, including hiking trails. Use of NWP 42 is limited to projects that involve up to 0.5 acre of impacts to waters and wetlands, and a loss of up to 300 linear feet of ephemeral and intermittent stream bed.

CONSULTANT will prepare a draft application for Section 404 of the CWA authorization under NWP 42. The proposed tail alignment will be overlaid on the wetland delineation map, developed under Task 3, to quantify impacts on USACE jurisdictional features. The application will include detailed project information including, but is not limited to: a complete project description; assessor's parcel numbers; names, addresses, and contact information for land owners adjoining the project site; project schedule; at least 65% design drawings for the project (in AutoCAD or GIS), including parking/staging areas and access roads; calculations of the volume of materials to be imported to or excavated from waters of the United States; and a description of the construction methods used for installation of the project elements. A copy of the cultural resources report prepared for the project must be submitted with the permit application. The project must also comply with regional conditions for California associated with NWP 42.

CONSULTANT has reviewed the California Natural Diversity Database (CNDDDB) for the expansion project and vicinity and does not anticipate the need to prepare a Biological Assessment. During the permitting phase for HFRP, CONSULTANT prepared a Biological Assessment for California red-legged frog (CRLF). Through Section 7 Endangered Species Act consultation, USFWS concurred with CONSULTANT's Biological Assessment that the species was unlikely to occur within the project area.

Since no new populations of CRLF have been reported in the vicinity of the expansion project, it is anticipated that USFWS consultation will not be required. The previous HFRP project did not require consultation with NMFS for anadromous fish species.

CONSULTANT will attend an agency coordination meeting to discuss project characteristics, permit requirements, permitting schedules, and proposed mitigation, if required. Additional telephone/email coordination with USACE will be conducted following submittal of the permit application.

**RWQCB Water Quality Certification Permit Application.** CONSULTANT will prepare a draft application for water quality certification under Section 401 of the CWA. The application will describe the proposed project and measures to ensure compliance with state water quality standards. The application would include the draft SEIR, proof of Placer County's CDFW fee, and application fee payment. A copy of the CEQA Notice of Determination is required before the 401 permit can be issued. It is assumed that Placer County will pay all fees associated with obtaining the 401 permit.

A CONSULTANT regulatory specialist will attend one coordination meeting with RWQCB (typically a field visit or USACE pre-application meeting) to discuss project characteristics, permit requirements, and permitting schedules, as well as subsequent telephone coordination.

**CDFW Streambed Alteration Agreement Notification.** The proposed project would require a Streambed Alteration Agreement (SAA) under Section 1602 of the Fish and Game Code from CDFW for construction of bridges over Coon Creek, and any disturbance of riparian areas. In

addition, the final trail alignment may cross ephemeral or intermittent drainages using rock fords, trail culverts, or wooden trail bridges. The application will identify project features that would affect the bed, channel, and bank of a stream or riparian resources associated with natural streams. It is assumed that Placer County will pay all fees associated with obtaining the SAA.

A CONSULTANT regulatory specialist will attend one coordination meeting with CDFW (typically a field visit or USACE pre-application meeting) to discuss project characteristics, permit requirements, and permitting schedules. Additional telephone/email coordination with CDFW will be conducted following submittal of the permit application.

**Section 106 Compliance.** CONSULTANT will submit the cultural resources report prepared for the project with the CWA Section 404 permit application.

**Project Deliverables.** A summary of project deliverables is provided on the following page.

### Project Deliverables

Task	Deliverables
1 Project Management	<ul style="list-style-type: none"> <li>• Project schedule and updates Annotated outline</li> <li>• Preliminary project description Meeting Notes</li> <li>• Meetings: Up to five (5) meetings, biweekly conference calls, and emails</li> </ul>
2 Scoping	<ul style="list-style-type: none"> <li>• Draft Traffic Technical Memorandum with draft schematic designs Revised Traffic Technical Memorandum for Draft SEIR</li> <li>• Revised project description</li> <li>• Memorandum report cataloging local roads that extend toward the park</li> <li>• Memorandum report summarizing roadway improvement options</li> <li>• Meetings: Field visits, one public scoping and two Municipal Advisory Council meetings</li> </ul>
3 Technical/ Environmental Studies	<ul style="list-style-type: none"> <li>• Rare Plant Survey</li> <li>• Wildlife Assessment Memo Cultural Resources Inventory Tree Assessment data Wetland delineation map</li> <li>• Trail alignment and amenities map GPS data</li> <li>• Meetings: Field visits</li> </ul>
4 Environmental Document Preparation	<ul style="list-style-type: none"> <li>• Notice of Preparation and distribution</li> <li>• Administrative Draft EIR with Traffic Technical Memorandum with final schematic designs Second ADSEIR</li> <li>• Public Release Draft SEIR Administrative Draft Final SEIR Final SEIR</li> <li>• NOD stamped by County Clerk and State Clearinghouse MMRP</li> <li>• Meeting notes and summaries</li> <li>• Meetings: One public hearing and two Municipal Advisory Council meetings</li> </ul>
5 Permitting	<ul style="list-style-type: none"> <li>• Draft and Final Nationwide Permit 42 application Draft and Final Water Quality Certification application</li> <li>• Draft and Final Streambed Alteration Agreement Notification</li> <li>• Meetings: One coordination meeting with CDFW (typically a field visit or USACE pre-application meeting) and Telephone discussions</li> </ul>

## EXHIBIT A1 PROJECT SCHEDULE

Task Name	Duration	Start	Finish
<b>Kickoff Meeting</b>	1 day	8/24/16	8/24/16
<b>Annotated Outline</b>	3 days	8/22/16	8/24/16
<b>Project Description</b>	<b>80 days</b>	<b>8/10/16</b>	<b>11/29/16</b>
Draft Project Description (assumes contract signed by August 9, 2016)	23 days	8/10/16	9/9/16
Final Project Description (Finalize After Draft Traffic and Parking Technical Memo Prepared)	12 days	11/15/16	11/30/16
<b>Scoping</b>	<b>87 days</b>	<b>9/12/16</b>	<b>1/10/17</b>
Strategy Meeting with County	1 day	9/12/16	9/12/16
Draft Traffic and Parking Technical Memo	40 days	9/13/16	11/7/16
Parking Schematic Design	40 days	9/13/16	11/7/16
County Review of Draft Traffic and Parking Technical Memo and Parking Schematic Design	5 days	11/8/16	11/14/16
Memorandum Report Cataloging Local Roads	30 days	9/13/16	10/24/16
Memorandum Report Summarizing Roadway Improvement Options	30 days	9/13/16	10/24/16
Public Scoping Meeting	1 day	12/13/16	12/13/16
Summary of Scoping Comments	10 days	12/14/16	12/27/16
Final Traffic and Parking Technical Memo and Parking Schematic Design	13 days	12/28/16	1/13/17
Municipal Advisory Council Meetings (up to 2)	24 days	12/13/16	1/13/17
<b>Technical/Environmental Studies</b>	<b>182 days</b>	<b>8/29/16</b>	<b>5/9/17</b>
Biological/Wetland Studies	22 days	8/29/16	9/27/16
Botanical Survey	22 days	4/10/17	5/9/17
Cultural/Paleontological Resources Inventory	22 days	8/29/16	9/27/16
Trail Alignment Recordation and Connectivity	25 days	1/23/17	2/24/17
Tree Assessment	10 days	2/27/17	3/10/17
<b>Environmental Document Preparation (SEIR)</b>	<b>235 days</b>	<b>9/9/16</b>	<b>8/3/17</b>
Notice of Preparation	10 days	12/5/16	12/16/16
Administrative Draft SEIR	180 days	9/9/16	5/18/17
County Review of Administrative Draft SEIR	20 days	5/19/17	6/15/17
Draft SEIR	20 days	6/16/17	7/13/17
County Review of Draft SEIR	7 days	7/14/17	7/24/17
Public-release Draft SEIR	7 days	7/25/17	8/2/17
Public Review Period (45 Calendar Days)	34 days	6/20/17	8/4/17
<b>Public Meeting</b>	1 day	7/11/17	7/11/17
<b>Municipal Advisory Council Meetings (up to 2)</b>	34 days	6/20/17	8/4/17
<b>Final SEIR Preparation</b>	<b>45 days</b>	<b>8/7/17</b>	<b>10/6/17</b>
Meeting to Discuss Public Comments	1 day	8/7/17	8/7/17
Draft Final SEIR	24 days	8/8/17	9/8/17
County review Draft Final SEIR	5 days	9/11/17	9/15/17
MMRP	5 days	9/18/17	9/22/17
Final SEIR	10 days	9/25/17	10/6/17
<b>Permitting</b>	<b>124 days</b>	<b>8/3/17</b>	<b>1/23/18</b>
USACE NWP 42 Application	23 days	8/3/17	9/4/17
Army Corps 45 Day Review	34 days	9/5/17	10/20/17
Army Corps Process and Issue NWP	66 days	10/23/17	1/22/18
CWA Section 401 Application	20 days	8/3/17	8/30/17
RWQCB Review Section 401 Application	22 days	8/31/17	9/29/17
RWQCB Process and Issue Section 401 WQC	82 days	10/2/17	1/23/18
CDFW SAA Application	20 days	8/3/17	8/30/17
CDFW Review SAA Application	20 days	8/31/17	9/27/17
CDFW Process and Issue SAA	84 days	9/28/17	1/23/18

**EXHIBIT B**

**PAYMENT FOR SERVICES RENDERED  
PAYMENT FOR SERVICES ON A TASK BASIS**

CONSULTANT shall be paid by County monthly as work progresses, not to exceed the amount below for the identified tasks.

CONSULTANT shall submit invoices monthly for work performed. Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. CONSULTANT shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task

The total amount payable for each task shall not exceed the amount set forth below/on Exhibit B1; provided, however, upon written request of the CONSULTANT and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed **Two Hundred Thirty-Three Thousand Six Hundred Twenty-Two and no/100 Dollars (\$233,622.00).**

TASK:	COST
1. Project Management	\$13,220.00
2. Scoping	\$18,970.00
3. Technical/Environmental Studies	\$62,610.00
4. Environmental Doc. Preparation	\$74,725.00
5. Permitting	\$14,220.00
6. Sub-consultant	\$18,827.00
7. Other Direct Costs	<u>\$6,050.00</u>
Total Basic Fee:	\$208,622.00

This contract allows for additional work as necessary on the prior written approval from the Placer County Director of Public Works and Facilities in the maximum amount of \$25,000.00.

The County may, in its sole discretion, withhold up to ten percent (10%) of any payment as security for the completion of the work. Within thirty (30) days after approval of CONSULTANT's final invoice, and provided all services have been satisfactorily completed, County shall release and pay any withheld retention.

**EXHIBIT B1  
PAYMENT FOR SERVICES RENDERED LABOR TABLE**

Task No.	Task Description	Project Manager	Project Director	Sr. Biol/Regulatory Specialist	Fisheries Biologist	Civil Engineer	Landsc. Archt	Landsc. Design	Project Biologist	Staff Biologist	AO	Sr. Env./Rec. Planner	Planner/Env. Planner	Env. Analyst	Noise Analyst	Gr. Airman	Project Archt/Hist	Staff Archt/Hist	Public Outreach Spec.	Project Coord	CS Graphics W/P	Total Hours	Total Dollars
1.9	Project Management	4	4																			8	\$1,900
	Kick-off Meeting																					3	\$900
	Project Meetings	10	30																			50	\$9,000
	Project Schedule	4																				4	\$800
	Inviting	4																				4	\$800
2.0	Subtotal Task 1 Project Management	28	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$1,560
2.1	Subtotal Task 2 Scoping	6	4	2			4															22	\$3,960
	1. Strategic Meeting with Pleasant County																					4	\$800
	2. Traffic and Parking Study and Parking Schematic Design (see also Traffic Subconsultant budget below)	4	2			18	12	6														40	\$7,200
2.2	Public Scoping and Two Municipal Advisory Council Meetings	24	10	2	0	18	15	10	0	0	0	0	0	0	0	0	0	0	0	0	0	54	\$9,000
2.3	Technical/Environmental Studies	2	6	1	2				90	30												200	\$21,720
	3.1. Biological/Technical Studies (and Day/Nocturnal survey)																					5	\$720
	3.2. Preliminary Determination of Jurisdictional Waters of the US	2	2	1					30	30												72	\$16,800
	3.3. Cultural/Paleontological Resources Inventory	2	2										12									60	\$6,000
	3.4. Trail Alignment, Restoration	4	4																			30	\$6,900
	3.5. Connectivity	4	4																			8	\$1,600
	3.6. Tree Assessment	2	2						20	20												8	\$1,600
3.0	Subtotal Task 3 Technical/Environmental Studies	16	12	2	2	0	12	0	140	180	0	0	12	0	0	0	0	0	0	0	0	210	\$21,720
4.0	Environmental Document Preparation	2	2																			4	\$800
	Administrative Draft SEIR																					2	\$400
	Notice of Preparation																					2	\$400
	Project Description																					2	\$400
	Environmental Settings, Impacts Mitigation																					2	\$400
	Aesthetics (includes one visual sim)																					33	\$3,960
	Agriculture and Forestry Resources																					12	\$1,440
	Air Quality/HO/Chemtry																					18	\$2,250
	Biological Resources																					2	\$240
	Cultural (including AB 59 Tribal consultation)																					2	\$240
	Geology, Soils, Minerals & Paleontology																					27	\$3,240
	Hazards & Hazardous Materials																					2	\$240
	Hydrology & Water Quality																					22	\$2,640
	Land Use & Planning																					2	\$240
	Noise																					2	\$240
	Public Services																					4	\$480
	Recreation																					26	\$3,120
	Transportation/Traffic																					20	\$2,400
	Utilities and Service Systems																					4	\$480
	Cumulative Impacts																					22	\$2,640
	Other Chapters (e.g. Growth-Inducing, Significant & Unacceptable)																					4	\$480
	Alternatives																					15	\$1,800
	Subtotal Administrative Draft SEIR	48	12	0	1	16	0	2	10	10	0	22	48	112	18	10	2	40	0	28	0	358	\$46,200
	System Check and Public Review Draft SEIR	36	4																			80	\$13,200
	Public Hearing and Two Municipal Advisory Council Meetings	12	10																			6	\$840
	Final SEIR and MAPP	24	0																			8	\$960
	Subtotal Task 4 Environmental Document Preparation	118	34	0	1	16	12	2	10	10	0	22	60	168	18	10	16	40	6	42	0	53	\$76,750
5.0	Permitting	2	2	2																		6	\$1,200
	5.1. Army Corps																					2	\$400
	5.2. RWCCB																					2	\$400
	5.3. CDFW																					2	\$400
	Subtotal Task 5 Permitting	6	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	\$1,200
	Total Labor Hours	162	102	10	3	34	48	12	228	190	15	72	72	174	18	40	40	80	18	50	15	453	\$14,270
	Total Labor Dollars	\$1,980	\$18,870	\$1,000	\$55	\$4,700	\$7,000	\$1,620	\$27,000	\$17,100	\$2,000	\$2,730	\$7,820	\$7,400	\$1,400	\$1,400	\$3,500	\$3,000	\$2,240	\$5,000	\$1,200	\$13,950	\$183,745
	Subconsultant																						\$17,900
	1. MO Anderson (Traffic)																						\$897
	2. Administrative (hour up 15%)																						\$18,027
	Total Other Direct Costs																						\$20,824
	OTHER DIRECT COSTS																						\$2,000
	1. Printing & Other Reproduction																						\$900
	2. Travel																						\$500
	3. Hazard Surveys/GIS Unit Use																						\$200
	4. Communications/Postage/Travel																						\$75
	5. Records Search (Culture)																						\$2,000
	6. Stenographic (resumes) 1 two-hour meeting																						\$250
	7. Industry (resumes) only - cost to 10 personnel at time of industry																						\$500
	Total Other Direct Costs																						\$5,000
	TOTAL ESTIMATED COST																						\$208,027

**EXHIBIT B2  
HOURLY RATES SCHEDULE**

**AECOM RATE SCHEDULE**

**HOURLY LABOR RATES**

Project Director	\$185
Project Manager	\$165
Landscape Architect	\$185
Senior Fisheries Biologist	\$185
Senior Biologist/Regulatory Specialist	\$160
Civil Engineer	\$140
Public Outreach Specialist	\$140
Senior Archaeologist	\$140
Landscape Designer	\$135
Air Quality Specialist	\$125
Project Archaeologist/Historian	\$125
Senior Environmental/Recreation Planner	\$125
Project Biologist	\$120
Planner/Environmental Planner	\$110
Environmental Analyst	\$100
Noise Analyst	\$100
Senior Editor	\$100
Staff Archaeologist/Historian	\$100
Staff Biologist	\$90
GIS/Graphics/Word Processor	\$90
Project Coordinator	\$75

**OTHER DIRECT EXPENSES**

Direct expenses are billed at the amount charged, as described below, unless otherwise specified by the contract. On government contracts, travel costs will be charged in conformance with agency expense guide.

1. Out-of-pocket expenses (such as, but not limited to, travel, messenger service, lodging, meals, blueprint, supplies): Cost, as charged to AECOM.
2. Subcontractors fee: 5%
3. Passenger cars: current federal rate for mileage or vehicle rental plus fuel at cost
4. Reproduction at cost typically: \$0.05 per page (B/W; 8-1/2" x 11"); \$0.18 (color; 8-1/2" x 11")
5. Specialized equipment usage fee (e.g., air/noise monitoring equipment, fisheries equipment, GPS, etc): \$50-250/day

**INVOICING**

Unless otherwise specified by contract, the following provisions will apply: Invoices are issued every month and are payable upon receipt.

## EXHIBIT C

### FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

To permit the CONSULTANT to render the services required herein, the County shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager.
2. Information on the Hidden Falls area discussed at the December 15, 2015 project meeting at Placer County offices.
3. County shall promptly review any and all documents and materials submitted by the CONSULTANT.

All other information, facilities, and equipment required to complete the services described within Exhibits A and A1 of this Agreement shall be provided by the CONSULTANT.

## EXHIBIT D

### GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of the County. All persons performing services for the CONSULTANT under this Contract shall be employees of the CONSULTANT and not the County.
2. **Licenses, Permits.** 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 and 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.
3. **Time.** CONSULTANT shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely 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.
4. **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.

5. **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 policies 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.

**6. 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.

**7. Assignment/ Subcontracting 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. CONSULTANT shall not subcontract any portion of the work except as approved in advance and in writing by County or as set forth in Exhibit A, Scope of Services.

**8. Personnel.**

- A. CONSULTANT warrants that all personnel assigned by CONSULTANT to perform the services are duly trained and qualified to perform the work. 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, request the replacement of any person assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove and replace any such person immediately upon receiving notice from County.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, CONSULTANT agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-CONSULTANTS 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 Paragraph 10 Termination only for that work performed by project team members.

**9. 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 workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONSULTANT's profession.

**10. Termination.**

- A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause 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 B, 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 that County may have in law or equity.
- B. CONSULTANT may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

11. **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 §12900 et seq.

12. **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.

13. **Ownership of Information.** All professional and technical information developed under this Agreement and all worksheets, 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.

14. **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.

15. **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.

16. **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.

17. **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. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. **General Compliance With Laws.** The CONSULTANT shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. CONSULTANT shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction. Copies of applicable prevailing wage rates are on file with and

available upon request from the Department of Facility Services or at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. CONSULTANT agrees and acknowledges that the services provided under this Agreement may be subject to DIR Compliance Monitoring Unit requirements, and that further information on Compliance Monitoring Unit requirements can be found at <https://www.dir.ca.gov/dlse/cmucmu.html>.

CONSULTANT further agrees to comply with all other related provisions of the California Labor Code, including but not limited to, the provisions of Labor Code Section 1775 relating to the payment of prevailing wages, Section 1777.5 relating to the employment of apprentices and Section 1811-1813 relating to the payment of Overtime, as such provisions may be amended or modified.. CONSULTANT agrees and acknowledges that, 1) failure to comply with the proper prevailing wage requirements may result in a penalty of up to \$200 per day per worker; 2) failure to comply with apprenticeship requirements may result in a penalty of \$100-\$300 for each calendar day of violation; and, 3) failure to pay proper overtime rate may result in a penalty of \$25 per day per worker.

**19. Construction and Interpretation.** It is agreed and acknowledged by CONSULTANT that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

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