



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

**PLANNING
SERVICES DIVISION**

Paul Thompson, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, Agency Director

DATE: June 5, 2012

SUBJECT: Budget Revision – Truckee River Corridor Access Plan EIR Contract

ACTION REQUESTED

The Planning Services Division recommends that the Board of Supervisors authorize the Board Chair to sign a budget revision in the amount of \$315,000 (\$265,000 from the North Lake Tahoe Resort Association Infrastructure Grant Program Fund; \$50,000 from the Open Space Trust Fund) to facilitate the allocation of funds to execute a contract with AECOM Technical Services, Inc. to complete all necessary environmental review for the Truckee River Corridor Access Plan.

BACKGROUND

On April 12, 2011, the Board approved an estimated expenditure of \$350,000 for the purpose of completing an environmental document for the Truckee River Corridor Access Plan. On April 10, 2012, the Board authorized the County Executive Officer to sign a contract with AECOM Technical Services, Inc. for the actual expenditure of \$315,000 to complete an Environmental Impact Report for the Truckee River Corridor Access Plan. Today's action pertains exclusively to the budget revision required to allocate the funds (\$265,000 from the North Lake Tahoe Resort Association Infrastructure Grant Program Fund; \$50,000 from the Open Space Trust Fund). The budget revision, if approved, does not alter the Board's prior actions but will simply revise the budget to advance the Board's previously-approved actions.

ANALYSIS

Today, no single agency, organization, or stakeholder has jurisdiction over all the land in the river corridor or control of all these issues; however, leadership in the form of coordination of plans and projects can go a long way toward creating solutions. The Placer County Planning Division has taken the first steps toward this coordination by funding the preparation of the Truckee River Corridor Access Plan to identify environmental and access-related river corridor issues and projects. The vision of the Truckee River Corridor Access Plan is to restore and enhance the river corridor's ecological, water quality, recreational and non-motorized transportation values for the benefit of residents and visitors, while protecting private property

rights of corridor landowners. This Plan is intended to serve as the guiding vision to help agencies and organizations:

1. Direct land management activities;
2. Enhance, restore and protect natural resources; and
3. Develop trails, staging areas, and other potential low-intensity recreational facilities.

The North Lake Tahoe Resort Association Infrastructure Grant program tasks are as follows:

1. CEQA Scoping
2. Environmental Document Preparation
3. Public Outreach
4. NEPA Compliance
5. Identify Potential Funding Sources for Plan Implementation

The Truckee River is a State of California listed impaired waterbody. The Truckee River Total Maximum Daily Load (TMDL) lists sedimentation/siltation associated with hydromodification and land development as the primary impairment. The TMDL describes several sources of sediment within the watershed. This Plan, upon implementation, will focus on two approaches to addressing sediment in the Truckee River Watershed:

1. Address most of the sediment load from alluvial sources (bed and bank erosion).
2. Substantially improve the river's receiving non-point source waters so that identified sediment supply will have a reduced negative impairment on both water quality and habitat functions.

FISCAL IMPACT

Funds to implement the contract are from the North Lake Tahoe Resort Association Infrastructure Grant program (\$265,000) and the Open Space Trust Fund (\$50,000). In addition, \$35,000 of in-kind County staff time will be allocated to CEQA-NEPA document preparation, grant administration, and public outreach. There is no fiscal impact to the County's General Fund as a result of this action.

RECOMMENDATION

The Planning Services Division recommends that the Board of Supervisors take the following action:

1. Authorize the Board Chair to sign the attached budget revision in the amount of \$315,000 (\$265,000 from the North Lake Tahoe Resort Association Infrastructure Grant Program Fund; \$50,000 from the Open Space Trust Fund) to complete CEQA and NEPA for the Truckee River Corridor Access Plan.

ATTACHMENTS

- Exhibit A: Budget Revision
- Exhibit B: CEO and Board Authorizations
- Exhibit C: Contract and Scope of Work – AECOM

cc: Placer County Procurement Office
AECOM

PAS DOCUMENT NO.

BUDGET REVISION

POST DATE:

Cash Transfer Required \$50,000 from Open Sapce

Auditor-Controller

Reserve Cancellation Required

County Executive

Establish Reserve Required

Board of Supervisors

DEPT NO.	DOC TYPE	Total \$ Amount	TOTAL LINES
6	BR	630,000.00	3

ESTIMATED REVENUE ADJUSTMENT										APPROPRIATION ADJUSTMENT												
DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	DEPT NO.	T/C	Rev	Fund	Sub Fund	OCA	PCA	OBJ 3	PROJ.	PROJ. DTL	AMOUNT	
06	006		100		992233	92233	7326			265,000.00	06	014		100		992233	92233	2555			315,000.00	
06	006		100		992233	92233	8780			50,000.00												
TOTAL										315,000.00	TOTAL										315,000.00	

REASON FOR REVISION: To appropriate funding for Truckee River Corridor Access Plan EIR contract with AECOM Technical Services, Inc.,
which will be reimbursed from the North Lake Tahoe Resort Association Infrastructure Grant program (\$265,000 - BOS April 12, 2011) and the Open Space Trust Fund

Prepared by _____ Ext 3038

Department Head _____

Date: 5/17/12

Board of Supervisors _____

Page: _____

Budget Revision # _____ FOR INDIVIDUAL DEPT USE

55

**MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE
COUNTY OF PLACER**

TO: Honorable Board of Supervisors

FROM: Thomas M. Miller, County Executive Officer
Submitted by: Jennifer Merchant, Principal Management Analyst

DATE: April 12, 2011

SUBJECT: North Lake Tahoe Resort Association's Proposed Expenditure of Budgeted Infrastructure Funds for Visitor-Serving Capital Projects

Action Requested

Approve the North Lake Tahoe Resort Association's proposed expenditure of up to \$528,500 toward the Homewood Class 1 Multipurpose Trail and Truckee River Corridor Access Plan Program environmental documents, Amgen Tour of California facility maintenance and the Regional Park playground equipment and approve a Budget Revision to appropriate a portion of these funds to Placer County.

Background

Placer County has entered into an annual agreement with the North Lake Tahoe Resort Association to provide transportation and infrastructure project development and tourism marketing and visitor information services. The agreement is funded with general fund Transient Occupancy Tax dollars and requires Board of Supervisors approval prior to expenditure from the infrastructure portion of the agreement budget.

The Resort Association's Infrastructure Committee and Board of Directors have voted to recommend that the County Executive Office carry forward the following projects for approval by your Board. In doing so, they affirm that the projects are consistent with the Resort Association's Tourism and Community Investment Master Plan, which was approved by your Board in July 2004. Therefore, the following NLTRA infrastructure expenditures are being recommended by the County Executive Office for approval.

Brief Project Description / Funding Request:

Homewood Multipurpose Trail Environmental Document- \$144,500

This allocation would fund environmental documentation and compliance tasks required by Caltrans for the one mile "missing link" section of bike trail on Lake Tahoe's west shore between Cherry and Fawn streets in Homewood. Project planning, design and construction will be completed by the Tahoe City Public Utility District, which has completed the balance of the existing trail between Tahoe City and the Placer-El Dorado County line. This section has been difficult to plan due to both public and private right of way concerns and will likely result in minor private property acquisition. Project construction is expected to coincide with a significant adjacent Caltrans road and water quality project scheduled for summer 2013 and to be funded with California Tahoe Conservancy grant assistance and Placer County Park Dedication Fees.



Truckee River Corridor Access Plan Environmental Document- \$265,000

The Placer County Planning Division has undertaken the task of coordinating multi-jurisdictional planning efforts for recreational access and environmental protection in the Placer County portion of the Truckee River Corridor, along Highway 89 between Tahoe City and Truckee. Prior to implementing proposed projects such as bike and pedestrian trail construction, fishing and boating access, and wildlife, aquatic and wetland habitat restoration, an environmental document must be completed. The estimated cost of the document is \$350,000. \$85,000 in matching funds will be provided through an open space trust fund grant and in kind staff work on necessary background documentation.

Amgen Tour of California- Local Facility Maintenance- \$75,000

In order to improve bicycle and pedestrian-based facilities in the North Tahoe area for the opening stages of the Amgen Tour of California bike race scheduled for May 16 and 17, 2011, the North Lake Tahoe Resort Association is recommending that up to \$75,000 be allocated to minor maintenance work on Tahoe-area roads and trails. The improvements could include snow and debris removal and patching to ensure the roads and bike trails are accessible to cycling enthusiasts and spectators. The maintenance is planned to occur on portions of Northstar Drive, Squaw Valley Road and bike trails owned and operated by the Tahoe City Public Utility District and Placer County in the Tahoe City to Squaw Valley area. Current estimates are Northstar Community Services District- \$18,000, Tahoe City PUD- \$25,000 and Placer County- \$32,000. The funds will be allocated from the NLTRA's FY 2010-2011 Infrastructure Budget, which allocated up to \$150,000 for one time maintenance of tourism serving facilities. In order to expend the County's portion of this funding (\$32,000), a Budget Revision is required to increase the appropriation in the Squaw Valley Park County Service Area 28 Zone 162.

Regional Park Playground Renovation- \$44,000

The recommended Infrastructure Fund expenditure will provide matching funds for the installation and renovation of Playground Equipment at the North Tahoe Public Utility District's Regional Park. NTPUD will be responsible for installation and ongoing maintenance. The total project cost is estimated at \$142,550. Other funding has been committed to by seven other local funding sources, including \$50,000 from the NTPUD. This equipment will significantly update older play structures and provides for safety and Americans with Disabilities Act compliance. The Regional Park is a key component to the NTPUD's organized recreation facilities at North Lake Tahoe, which provides visitor-serving opportunities year-round. If approved, the project is scheduled for completion later this month.

Fiscal Impact

The funding described above would come from Transient Occupancy Tax funds currently held for the purpose of Tahoe area capital project implementation in the County Treasury. There are sufficient funds available within this fund to cover the amount of the requested expenditure approval.

Environmental Analysis

The Board of Supervisors' approval of the NLTRA's funding contribution to these infrastructure projects is categorically exempt from CEQA per Section 15061, which provides a general rule that if an activity does not have the potential to cause a significant environmental effect, it is exempt from CEQA. The specific projects were and continue to be evaluated under CEQA by the corresponding lead agencies.

Recommendation

Approve the North Lake Tahoe Resort Association's proposed expenditure of up to \$528,500 toward the Homewood Class 1 Multipurpose Trail and Truckee River Corridor Access Plan Program environmental documents, Amgen Tour of California facility maintenance and the Regional Park playground equipment.

The recommended projects represent the cooperation of multiple agencies and funding partners and the expenditure has the potential to lead to significant improvements to the tourism infrastructure at North Lake Tahoe. The projects recommended for funding are consistent with goals in the Resort Association's Tourism & Community Investment Master Plan.

Attachment: Budget Revision



COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

**PLANNING
SERVICES DIVISION**

Paul Thompson
Deputy Planning Director

MEMORANDUM

TO: Holly Heinzen, Interim CEO
FROM: Michael J. Johnson, Agency Director
DATE: April 10, 2012
SUBJECT: Truckee River Corridor Access Plan EIR Contract

ACTION REQUESTED: The Planning Services Division is recommending that the CEO sign and authorize the Community Development Resource Agency Director to execute a \$315,000 contract with AECOM to complete CEQA and NEPA compliance for the Truckee River Corridor Access Plan. Funds to implement the contract are from the North Lake Tahoe Resort Association Infrastructure Grant program (\$265,000) and the Open Space Trust Fund (\$50,000). BOS acceptance of the North Lake Tahoe Resort Association grant occurred on April 12, 2011. AECOM, formerly EDAW, was selected based upon the firm's intimate knowledge of the project – they assisted Placer County with Plan development in 2006 – their experience with the CEQA-NEPA process, public outreach, and trail design.

BACKGROUND: The Truckee River is a critically important resource that serves functions ranging from habitat to transportation to recreation. The river is a significant natural resource that provides a recreational trout fishery, habitat for the endangered Lahontan cutthroat trout, and riparian habitat for wildlife.

The Truckee River is also an essential transportation corridor. State Route (SR) 89 parallels the river, serving as a regional gateway to the North Shore of the Tahoe Basin. SR 89 also provides essential circulation for local residents living along the river and in both Placer and Nevada Counties, and is a key route for visitors to access major ski areas and the lake.

The Truckee River Corridor is also an outstanding recreation resource; providing a popular destination for paddlers, hikers, anglers, cross-country skiers, and bicyclists. The existing Class 1 trail along the southernmost river reach is popular with both families and more serious athletes. However, the public's love for the river combined with the recent growth in the local population and development has to put substantial pressure on the Truckee River corridor.

Pressures include habitat impacts, such as eroded streambanks, and degraded riverside wetlands and meadows. Safety hazards occur at intersections and where drivers park along SR 89 to walk to the river. Visitors and locals are inappropriately crossing private property to reach or cross the river.

Public interest in and use of the Truckee River is increasing among local and visiting recreationists, such as fly fishers, paddlers, bicyclists, and hikers. The Truckee River is an increasing attraction to tourists from outside the area. This is particularly evident with the recent revitalization of the Truckee River at the outlet of Lake Tahoe.

Today, no single agency, organization, or stakeholder has jurisdiction over all the land in the river corridor or control of all these issues; however, leadership in the form of coordination of plans and projects can go a long way toward creating solutions. The Placer County Planning Division has taken the first steps toward this coordination by funding the preparation of the Truckee River Corridor Access Plan to identify environmental and access-related river corridor issues and projects. The vision of the Truckee River Corridor Access Plan is to restore and enhance the river corridor's ecological, water quality, recreational and non-motorized transportation values for the benefit of residents and visitors, while protecting private property rights of corridor landowners. This Plan is intended to serve as the guiding vision to help agencies and organizations:

1. Direct land management activities;
2. Enhance, restore and protect natural resources; and
3. Develop trails, staging areas, and other potential low-intensity recreational facilities.

Completion and local ratification of a CEQA document is necessary in order for Placer County to adopt the CAP. When specific implementation projects come before the County for approval, they will be reviewed in light of the analysis in the Program EIR to determine if they are within the scope of the EIR, or whether they may need additional environmental analysis. If an implementation project involves Federal land or funding, it may need additional review under the National Environmental Policy Act. Improvements are *not* expected to encroach into the Tahoe Basin watershed; however, if a project did, it would need additional environmental review under Tahoe Regional Planning Agency Code of Ordinances and Rules of Procedure.

As a program EIR, the environmental document is intended to comprehensively examine the potential environmental effects of the series of potential projects proposed for the CAP, consistent with Section 15168 of the State CEQA Guidelines. Completion of the EIR will allow Placer County to seek additional funding to move forward with the construction of a multi-purpose trail linking Squaw Valley to the Town of Truckee that promotes safe public access and recreation and the sustainable use of this sensitive resource.

The North Lake Tahoe Resort Association Infrastructure Grant program tasks are as follows:

1. CEQA Scoping
2. Environmental Document Preparation
3. Public Outreach
4. NEPA Compliance
5. Identify Potential Funding Sources for Plan Implementation

The Truckee River is a State of California listed impaired waterbody. The Truckee River TMDL lists sedimentation/siltation associated with hydromodification and land development as the primary impairment. The TMDL describes several sources of sediment within the watershed. This Plan upon implementation will focus on two approaches to addressing sediment in the Truckee River Watershed:

1. Will address most of the sediment load from alluvial sources (bed and bank erosion).
2. Will substantially improve the river's receiving non-point source waters so that identified sediment supply will have a reduced negative impairment on both water quality and habitat functions.

FISCAL IMPACT: Funds to implement the contract are from the North Lake Tahoe Resort Association Infrastructure Grant program (\$265,000) and the Open Space Trust Fund (\$50,000). In addition, \$35,000 of in-kind staff time will be allocated to CEQA-NEPA document preparation, grant administration, and public outreach.

RECOMMENDATIONS: The Planning Division recommends that the CEO take the following action:

1. CEO sign and authorize the Community Development Resource Agency Director to execute a \$315,000 contract with AECOM to complete CEQA-NEPA Plan for the Truckee River Corridor Access Plan.

Respectfully Submitted,



MICHAEL J. JOHNSON, AICP
Agency Director

Attachment: Contract and Scope of Work – AECOM

cc: Placer County Procurement Office
AECOM

Contract No.: _____

Administering Agency: Placer County Planning Department

Contract Description: Truckee River Corridor Access Plan EIR

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2012, by and between the County of Placer, ("County") and AECOM Technical Services, Inc., ("Consultant"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Consultant an amount **not exceed (\$315,000.00)** for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to the Placer County Planning Services Division in accordance with the provisions contained in Exhibit A.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
9. **Insurance.** Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A-:VII showing the following coverage:

A. 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 the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

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

B. 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.

^{9/12} 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.

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

C. GENERAL LIABILITY INSURANCE:

- (1). Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - (a) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- (2). One of the following forms is required:
 - (a) Comprehensive General Liability;
 - (b) Commercial General Liability (Occurrence); or
 - (c) Commercial General Liability (Claims Made).
- (3). If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- (4). If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
 - (a) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- (5). Special Claims Made Policy Form Provisions:

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

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

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

D. ENDORSEMENTS:

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

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

E. AUTOMOBILE LIABILITY INSURANCE:

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

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

F. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

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

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

G. ADDITIONAL REQUIREMENTS:

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

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

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

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

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

10. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied pursuant to this Agreement to Bind County to any obligation whatsoever.
11. **Assignment Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
12. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or subcontractors named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Section 15 (Termination) of this Agreement only for that work performed by Project Team members.
13. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
14. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

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

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

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

to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

- 21. **Alteration**. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
- 22. **Governing Law**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.
- 23. **Notification**. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER:

Placer County Planning Services Division
Attn: Edmund Sullivan
3091 County Center Drive
Auburn, CA 95603

Phone: (530) 745-3000
Fax: (530) 745-3080

CONSULTANT:

AECOM Technical Services, Inc.
Attn: Petra Unger
2020 L Street, Suite 400
Sacramento, CA 95811

Phone: (916) 414-5800
Fax: (916) 414-5850

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

Executed as of the day first above stated:

COUNTY OF PLACER

By: [Signature] Date: 4/20/12
Tom Miller, County Executive Officer
Holly L. Heinzen, Interim CEO
Approved as to Form - County Counsel:

By: [Signature] Date: 4/20/12

Approved as to Content:
By: [Signature]
Michael J. Johnson, Director, Community Development/Resource Agency

CONSULTANT - AECOM Technical Services, Inc.*

By: [Signature]
Name: Phillip L. Dunn
Title: Vice President
Date: 3/19/12

By: [Signature]
Name: Steven I. Heipel
Title: Principal
Date: 3/20/12

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

- Exhibits
A. Scope of Work

Truckee River Corridor Access Plan Environmental Impact Report Scope of Work

Project Understanding and Approach

The next steps in moving the Truckee River CAP toward implementation involve scoping and public outreach, conceptual trail and bridge design, Environmental Impact Report (EIR) preparation, grant writing, and NEPA compliance tasks. The overall conceptual development of projects within the Truckee River corridor consists of several related components:

- Multiple-Use Trail Project,
- Ecosystem Restoration Projects,
- Erosion Control Projects,
- Public Access-Trailhead Projects,
- Existing Bike Path Enhancement Projects,
- Roadway Shoulder Improvement Projects, and
- Information and Educational Signs and Materials.

In addition to the program-level analysis of the corridor-wide projects, the EIR must also provide a project-level analysis of alternative trail alignments and bridge locations that will enable the County to identify and select an alignment for future funding and development.

Approach

Placer County's approach to prepare the EIR for the Truckee River CAP will build on our past work in developing the 2006 CAP. The project team will determine the location and constructability of trail and bridge alternatives based on an evaluation of their engineering and architectural elements. We will also ensure the consideration and appropriate integration of public concerns into the facility planning and CEQA processes.

Placer County's approach for successfully implementing this project is summarized below:

- Facilitate a public outreach process that defines the level of public interest and identifies concerns related to traffic and other issues and potentially significant impacts;
- Assist with refining the project definition to identify a preferred trail alignment and bridge location and other potential restoration and access components through an alternatives evaluation based on planning, environmental, and engineering considerations;
- Prepare a program-level environmental impact analysis of potential restoration and access elements that meets the requirements of CEQA;
- Prepare a project-level environmental impact analysis of specific proposed trail alignments and bridge locations that meets the requirements of CEQA;
- Prepare EA for NEPA compliance; and
- Provide assistance to obtain funding.

The consultant clearly understands the need to have County staff participate in the preparation of the EIR and all other aspects of the project to the extent possible to reduce consultant costs to the County. As part of the scope of work, the consultant identified specific tasks to be performed by County staff, and will look to discussing any additional tasks that can be performed by County staff during the initial start-up of the EIR preparation.

Work Plan

The following work plan describes the individual tasks to be performed by the consultant as part of their scope of work. For each task, the consultant will identify respective goal or objective and describe the specific services to

be provided. The plan also defines the services and responsibilities that are anticipated to be provided by County staff. Throughout the process, the consultant will work closely with County staff to define and expand their role as appropriate and to ensure the most efficient use of project funds.

Task 1: Scoping

\$87,100.00

Task 1, Scoping, consists of assistance in the planning and facilitation of scoping meetings, preliminary analysis of trail corridor and access facilities constraints, preparation of a traffic study, and refinements to the project description.

1.1 Scoping Meetings

The goal of this task is to solicit public and stakeholder interest in implementation of the CAP and concerns over traffic and other potentially significant impacts and substantive environmental issues. It is expected that the scoping meeting would coincide with the review period for the Notice of Preparation (NOP)/Initial Study. Preparation of the NOP/Initial Study is described below under Task 2.

This task will initiate and complete formal scoping for compliance with CEQA regulations (State CEQA Guidelines Section 15082(c)). Information gathered during scoping will help to identify a reasonable range of trail alignments, bridge locations, and siting of appurtenant features for the alternatives analysis and selection of a proposed project for evaluation in the EIR.

The consultant will attend and assist the County with a public scoping meeting to solicit public and stakeholder input. The location the public meeting is assumed to be in vicinity of the Truckee River corridor planning area. The consultant will assist with preparation of the presentation materials and facilitation of the meeting to obtain public comment and input. A scoping report is not proposed as part of this work plan.

Placer County Staff Responsibilities:

- Schedule and arrange meeting venue.
- Prepare and publish meeting notice.
- Inform local representatives, media, and interest groups.
- Lead presentations at scoping meeting.
- Review and approve meeting materials prepared by the consultant.
- Receive and compile comments received from the interested public.

1.2 Trail Corridor and Access Facilities Evaluation Criteria and Preliminary Constraints Analysis

The project team will use the Opportunities and Constraints Analysis prepared and presented in Chapter 3 of the 2006 CAP as a foundation for the further evaluation of trail alignments, access options from public roadways, and siting public use facilities.

The 2006 CAP identified water quality, wildlife and aquatic habitat, and recreation and public access as primary issues affecting opportunities and constraints in the corridor along the Truckee River located between Tahoe City and the Placer County line. Using this existing information, the project team will evaluate the ability of the various trail alignments, bridge locations, and access options from public roadways to avoid constraints and minimize environmental and community effects. The project team will also incorporate input from the Town of Truckee on potential bridge locations that will connect to the Town's proposed trail. To support the preliminary constraints analysis, the consultant's multidisciplinary team of planners, environmental scientists, and engineers, including County staff, will characterize baseline conditions at the locations of trail alignments, bridge crossings, and roadway access. This analysis will document the information and evaluation of data used to identify the various alternatives, leading to the selection of a proposed project and refinement of the project description to be considered in the EIR.

The project team will review background information and conduct a reconnaissance-level field visit to assess opportunities and constraints for trail and public access, habitat restoration, and erosion control treatments. Based on this evaluation, the consultant's senior landscape architect will provide planning and schematic design assistance for refined trail layout and related revegetation treatments, potential construction phasing, and related order-of-magnitude, preliminary cost estimating. This information will be incorporated into the alternatives evaluation, refinement of the project description, and impact analyses of the EIR. In addition, the project team will prepare programmatic recommendations for habitat restoration along the river. The recommendations will also include an appropriate local native plant species list for revegetation purposes. The project team will prepare a brief technical discussion of non-native, invasive plant treatments, native planting and temporary irrigation, as well as plant establishment maintenance.

At this time, the Placer County anticipates that up to three trail alignments and three possible bridge crossing sites and configurations will be identified. The range of alternative trail alignments will be identified based on specific management objectives developed in coordination with County staff and the Town of Truckee.

In addition to evaluating up to three bridge crossing locations, three conceptual pedestrian bridge configurations will be considered. These design concepts will reflect objectives to minimize visual impacts, to minimize encroachment into the river channel, geologic and geomorphic conditions, to facilitate constructability, and to minimize construction and operational costs. The functional purpose of the bridge will also be defined, including whether the bridge should accommodate motorized vehicles for trail maintenance or emergency access or be limited to pedestrians, equestrians, or other user groups.

The project team will prepare an alternatives evaluation memorandum addressing the findings of this analysis. The memorandum will document the approach, assumptions, and evaluation process used to define the trail alignment and bridge location and configuration alternatives. It is expected that this document will provide the basis for identifying the proposed project and alternatives to be addressed in the EIR. This memorandum may also document the basis for defining the range of reasonable alternatives to the proposed project in the CEQA document and in subsequent federal agency evaluations that may be needed for NEPA compliance.

Placer County Staff Responsibilities:

- Participate in evaluation of alternative trail alignments, bridge locations, access options from public roadways, and locations of public use facilities.
- Review and comment of alternatives evaluation memorandum.
- Document consideration of public comments in the planning analyses.
- Maintain communications with the Town of Truckee, the public and interested parties regarding study findings.

1.3 Traffic Study

The consultant will conduct a traffic study to address the potential implications of implementing the 2006 CAP on State Route (SR) 89. The study would address parking and safety issues along SR 89. The traffic study would also address both existing and future traffic conditions forecasted for area roadways during the AM and PM peak hours. Up to three roadway intersections with SR 89 between SR 28 and the Placer County line will be analyzed.

As part of this evaluation, CAP-induced traffic levels will be estimated and the need for adequate parking and ingress/egress conditions will be identified. Design concepts and performance standards will be identified for new facilities included in the project description and used as part of the future engineering design specifications.

Placer County Staff Responsibilities:

- Provide traffic use data for county roadways.
- Review and concurrence of study methods and results.

1.4 Refine Project Description

The consultant team will work closely with County staff to prepare a detailed project description based on the 2006 CAP, scoping, coordination with the Town of Truckee, and the Trail Corridor and Access Facilities Evaluation Criteria and Preliminary Constraints Analysis (Task 1.2). The project description will describe project background, project objectives, and project components and physical characteristics, including which activities would be addressed at a program- and project-level in the EIR. Consultant's senior landscape architect will provide input for a refined project description that will include trail improvements, erosion control treatments, and river restoration areas.

Placer County Staff Responsibilities:

- Provide guidance and direction to refine the project description.
- Coordinate with Town of Truckee representatives and other stakeholders.

Task 1 Summary

AECOM Deliverables: Meeting materials for scoping meeting.
One (1) electronic copy of the Traffic Study.
One (1) electronic copy of the EIR Project Description.

Meetings: One (1) Scoping Meeting.

Task 2: Environmental Document Preparation

\$160,480.00

The project team will prepare a program EIR for the CAP including project-level analysis for the trail and bridge components of the plan. The EIR will be prepared in accordance with CEQA guidelines and with public and agency comments.

2.1 Prepare Notice of Preparation

The consultant will prepare an administrative draft NOP for review by County staff. The County has already prepared an Initial Study in accordance with the Placer County CEQA checklist and Appendix G of the CEQA Guidelines to accompany the NOP and assist with focusing the contents of the EIR. Following County review of the NOP, the consultant will incorporate staff comments and produce a final NOP. The consultant will deliver the final NOP to the Office of Planning and Research (OPR), and provide the County with a date-stamped copy of the NOP received by OPR. County staff would be responsible for filing the NOP with the County Clerk's Office, distribution of the final NOP to the public and appropriate agencies, and posting of the NOP on the County's website.

Placer County Staff Responsibilities:

- Review and approve NOP prepared by the consultant.
- Provide Initial Study.
- Distribute the final NOP to the public and appropriate agencies.
- Post copy of NOP on the County's website.

2.2 Administrative Draft EIR

The project team will prepare an EIR that analyzes potentially significant impacts and substantive environmental issues raised in response to project scoping. The EIR will provide program-level analysis of restoration, erosion control, and public access components of the CAP and project-level analysis for the trail and bridge components of the plan. An annotated outline of the EIR and Administrative, Screencheck, and Public Drafts of the EIR will be produced. Prior to publication, the consultant will also provide the County with an electronic copy of the administrative record for the Draft EIR. As part of the preparation of the EIR, the consultant will: (1) maximize use of the existing information including the environmental setting information from the 2006 CAP; and (2) conduct surveys in support of the environmental analysis described in this work plan, below. The following describes the contents of the EIR.

Summary. Consistent with State CEQA Guidelines Section 15123, a summary will be prepared that presents the conclusions of the EIR in a manner that is easily understood by the public. An introduction, project history, project description, and description of alternatives will be provided. A summary table format will be used to identify significant impacts and mitigation measures, and the effectiveness of the recommended mitigation measures in reducing impact significance.

Introduction. The EIR will include an introduction that describes the environmental process required for the proposed project; the organization of the EIR; the focus of the EIR analysis; intended uses of the EIR; other documents used in the preparation of the EIR; and identification of lead, cooperating, responsible, and trustee agencies under CEQA.

Project Description. As required by Section 15124(d) of the State CEQA Guidelines, the project description will cover the following topics: regional and local setting; project background; project objectives; project components and physical characteristics, including which activities would be covered at program- and project-levels in the EIR; and a list of related environmental review and consultation requirements needed for compliance with state, federal, and local laws and regulations.

Environmental Analysis. The environmental analysis chapter will evaluate the potential environmental impacts associated with implementation of the proposed CAP. Based on the content of the existing CAP and the Initial Study prepared as part of Task 2.1, one or more of the sections discussed below may be addressed briefly and categorized as "effects found not to be significant". These topics will not be carried forward for further analysis in the main body of the EIR. The following describes the proposed approach to the environmental analysis.

Land Use and Planning. The project team will document the existing physical and land use conditions within the 2006 CAP boundaries based on existing documentation. Based on existing land use conditions and the proposed land uses that would be developed as part of the project, the project team will evaluate whether the proposed project would have a significant effect on surrounding land uses and would be consistent with other planning efforts in the area including Tahoe Metropolitan Planning Organization's 2010 Bicycle and Pedestrian Plan and the Town of Truckee's trail planning efforts.

Agricultural and Forestry Resources. This chapter would focus on potential impacts of the project on forestry resources including loss of forest land, conversion of forest land to non-forest uses, or rezoning of forest land. Given the absence of Important Farmland within the corridor area, the project is not expected to result in the loss of rezoning of Important Farmland.

Population and Housing. The population and housing section will describe any potential for the project to displace substantial numbers of existing housing or numbers of people within the corridor area. The potential for the project to induce substantial population growth directly or indirectly will be addressed in the Growth-Inducing section.

Hydrology and Water Quality. The project team will use information on existing hydrological conditions and water quality of the project area to describe existing conditions and evaluate potential project-related impacts.

Based on our prior work and knowledge of the available data, the consultant believes that sufficient information regarding site drainage, Truckee River and tributary surface water, stormwater runoff, and off-site water quality is available and sufficient for use in preparing the EIR.

The project team's evaluation will be consistent with relevant water quality regulations including the Truckee River Total Maximum Daily Load for Sediments and the Placer County Truckee River Basin Stormwater Management Program. The project team's evaluation will reference and generally describe construction and permanent post-construction Best Management Practices (BMPs), as well as other mitigation measures that will be relied upon to reduce project-related storm and non-storm water impact to water quality. BMPs will be identified by the project team during design of project-level components. No new quantitative analysis, data creation, model runs, or site engineering is proposed by the consultant in this work plan.

Public Services/Utilities. Introducing new trail use within portions of the project corridor will not require a substantial change to public services, but may interact with existing utilities and utility easements. The proposed CAP has the potential to create increased demands on law enforcement and emergency rescue/medical services. The impact analysis will qualitatively evaluate the expected increase in public service demands and the ability of local service providers and existing facilities to adequately respond to this demand.

Geology and Soils. The potential for geology and soil impacts associated with the proposed project will be evaluated based on available information, including soil survey data from the U.S. Natural Resource Conservation Service and U.S. Forest Service. The focus on geologic impacts will be on potential for increased erosion from trail construction and trail use. The potential for short-term construction-related impacts as well as long-term operational impacts will be analyzed, and, where available, mitigation measures will be recommended for any potentially significant effects.

Air Quality. The project corridor is under the jurisdiction of the Placer County Air Pollution Control District (PCAPCD). Regional and local air quality in the vicinity of the project corridor will be described. However, field monitoring of meteorology and pollutant emissions is not included in this work plan. The analysis of air quality impacts will be conducted in accordance with the recommended methodologies identified by the PCAPCD. The air quality impact analysis will include a general discussion of potential short-term (i.e., construction-generated) air pollutant emissions.

Short-term increases in regional criteria air pollutant (e.g., PM₁₀) and precursor emissions (e.g., ROG and NO_x) will be estimated for the proposed project using the CalEMod model. The modeling will consider the type and size of the project and other project-specific construction data to be provided by the County.

Although anticipated to be minor, the EIR will include an analysis of long-term (i.e., operational) regional criteria air pollutant and precursor emissions from area- and mobile-sources (e.g., vehicle trips, maintenance equipment) using PCAPCD-recommended methodologies.

The CalEMod model will be used to determine area- and mobile-source emissions based, in part, on trip generation data from the traffic study prepared. It is expected that project construction will not include any stationary emission sources and equipment will consist of off-road vehicles, graders, and diesel generators. Total regional operational emissions will be compared with applicable PCAPCD thresholds for determination of significance. PCAPCD-recommended control measures will be provided as mitigation for potentially significant and significant impacts.

Climate Change and Greenhouse Gas Emissions. There is now a strong legal basis for addressing climate change and greenhouse gas (GHG) emissions in CEQA documents, including but not limited to Assembly Bill (AB) 32 and Section 15064.4 of the State CEQA Guidelines. The GHG analysis will summarize the current science associated with global climate change and will include a discussion of relevant state, federal, and local regulations. GHG emissions attributable to the proposed project will be estimated for construction and maintenance activities. GHG emissions will be estimated with the most recently accepted methodology, including,

but not limited to the California Climate Action Registry, the Intergovernmental Panel on Climate Change, and models used throughout California.

The project team will evaluate the project's GHG emissions in order to determine significance of the project's impact on climate change. In addition, the Climate Change section will evaluate potential GHG reductions related to use of the proposed trail as a commute corridor.

The project team will also evaluate the project's GHG emissions in the context of consistency with applicable plans, policies and regulations for the purpose of reducing GHG emissions, such as AB 32, recommendations from local air districts or other local or regional plans. AECOM will identify feasible mitigation measures to reduce GHG impacts, as necessary.

Impacts of climate change on the project (i.e., adaptation) will be qualitatively discussed.

Traffic and Transportation. The EIR will describe the existing SR 89, local transportation system, and local roadway access routes serving the corridor, including existing traffic levels. The traffic section will address parking, traffic safety issues, and ingress/egress from SR 89 and parking areas. The EIR will rely on the analysis provided in the Traffic Study to be prepared as part of Task 1.3 to quantitatively evaluate increased traffic levels and adverse circulation effects caused by additional vehicle trips generated by implementation of the CAP, as well as the trail's role as a transportation facility helping to reduce traffic.

Biological Resources. The project team will augment the information on existing biological conditions presented in the 2006 CAP to characterize the biological resource setting along the preferred trail alignment and bridge location and will prepare a summary of the existing biological resources known to occur or having the potential to occur in the in these areas, including fish and other aquatic species in the Truckee River. This baseline information will include data from California Department of Fish and Game (CDFG) Natural Diversity Database (CNDDDB), the California Native Plant Society's Inventory of Rare and Endangered Vascular Plants, and other existing documentation pertinent to the sensitive biological resources in the project area.

A reconnaissance-level biological survey will be performed to obtain focused data on habitat types along the trail alignment and at the bridge locations. Based on this survey information, existing documentation, and database searches, the project team will prepare vegetation community maps for the project corridor. Potential direct and indirect impacts on biological resources created by construction and operation of the proposed project will be evaluated by overlaying the location of sensitive biological resources relative to the proposed impact areas to determine where potential impacts may occur. Indirect effects on sensitive resources related to long-term trail use and increases in pedestrian traffic will also be assessed.

Cultural Resources. The project vicinity is known to contain prehistoric and historic cultural resources ranging from Native American sites to evidence of Gold Rush-era mining activities and travel. Starting with the information in the 2006 CAP, the consultant will prepare a cultural resources section that describes the existing cultural resources setting within the planning area and describes the regulatory setting pertaining to cultural resources.

As part of this analysis, the consultant will conduct an on-site reconnaissance-level survey of the preferred trail alignment and bridge location. This survey will document the presence of cultural resources that are observable in these areas. The consultant will consult with appropriate Native American groups and the California Native Heritage Commission to document supporting information as part of this evaluation.

Information collected through surveys and Native American consultations would be used to support Section 106 Consultation and the NEPA process.

Noise. The noise section of the EIR will include a description of the existing noise environment along and in the vicinity of the project corridor, based on existing environmental documentation and on-site reconnaissance data.

Nearby existing, noise-sensitive receptors (e.g., residences) and noise sources (e.g., vehicle traffic on SR 89, rafters on the upper reach of the river) will be identified.

To assess potential construction-related short-term noise impacts, sensitive receptors and their relative exposure will be identified. Noise levels of specific construction equipment and potential groundborne vibration levels will be determined and resultant noise levels at those receptors will be calculated.

Although anticipated to be minor, the EIR will include an assessment of potential mobile- and area-source noise impacts. The EIR will determine if noise increases would adversely affect nearby existing noise-sensitive land uses based on site reconnaissance data and aerial photographs.

The significance of short-term and long-term noise impacts will be determined based on comparisons with applicable local standards. Mitigation measures along with their relative effectiveness will be provided for significant and potentially significant noise impacts.

Public Health and Hazards. As part of this section, the consultant will qualitatively assess public health and safety impacts associated with the proposed project. At this time, we do not anticipate that hazardous waste sites, or toxic releases would be major issues for this project; however, construction of the project has the potential to create hazards associated with the storage, use, and transport of hazardous materials (e.g., asphalt, fuel, lubricants, paint) during construction activities. The discussions will also qualitatively evaluate potential vector issues, and increased risks for wildfires.

Visual Resources. The project team will assess potential visual impacts associated with the proposed project. Key considerations in the analysis include whether the proposed trail or bridge would have a substantial adverse effect on a scenic vista, views from SR 89, the Truckee River, or existing public recreational facilities, or substantially damage scenic resources. Visual simulations of the project components are not proposed as part of this work plan.

Recreation. The discussion of recreation resources will include a description of existing recreation opportunities in the corridor area. The impact analysis will focus on whether the project would result in an increase in demand that would cause degradation of other recreational facilities. Because the project is a recreation project, impacts related to construction of the project will be evaluated in each of the respective resource sections.

Cumulative Impacts. Cumulative impacts for each environmental issue described above will be evaluated separately in the EIR. The cumulative analysis will address past, present, and reasonably foreseeable future projects, either approved or proposed, in the vicinity of the project corridor. The consultant assumes that environmental information about the projects to be evaluated will be provided by the County.

Growth-Inducing Impacts. In accordance with Section 15126.2(d) of the State CEQA Guidelines, the EIR will include a discussion of the potential growth-inducing impacts of the proposed project. Potential sources of growth inducement and their impacts, such as removal of obstacles to growth, will be analyzed qualitatively to the extent they are applicable.

Significant and Unavoidable Impacts. Significant and unavoidable adverse impacts, if any, will be summarized in the EIR in conformance with the State CEQA Guidelines Section 15126.2(b). Included in this discussion will be any project-related impacts that can be mitigated partially, but not to a level that is less than significant.

Alternatives. As stated in the description of Task 1.4, the consultant will work closely with the County to identify a set of alternatives to the proposed project that will be analyzed in the EIR, in accordance with Section 15126.6 of the State CEQA Guidelines. It is expected that through the public scoping process that the three trail alignments, three bridge locations, and three bridge types would be refined to a proposed project, two trail alignments, and two bridge locations. This chapter of the EIR will include a qualitative and comparative analysis of up to two trail

alternatives and two bridge alternatives (based on refinement alternatives addressed by Task 1.2.). The alternatives chapter will also include a qualitative discussion of the "No Project" Alternative.

The EIR will also include chapters on: (1) references, and (2) list of preparers. The EIR will include technical appendices, as required.

Placer County Staff Responsibilities:

- Provide project information and existing background documents currently available to the County.
- Review and comment on annotated EIR outline.

2.3 Screencheck EIR

The project team will revise the Administrative Draft EIR consistent with one set of consolidated comments from the County and prepare a Screencheck Draft EIR and draft Notice of Availability (NOA) for the County to review. A copy of the Screencheck draft and NOA will be provided electronically to the County. The project team's efforts to make changes to the Administrative Draft are based on an anticipated level of effort identified in the cost proposal.

Placer County Staff Responsibilities:

- Review and compile one (1) set of consolidated comments on the Administrative Draft EIR.

2.4 Public Draft EIR

AECOM will revise the Screencheck Draft EIR consistent with one set of consolidated comments from the County and prepare a Public Draft EIR and final NOA for public circulation and review. Our efforts to make changes to the Screencheck Draft are based on an anticipated level of effort identified in the cost proposal. The consultant will provide both electronic copies of the Public Draft EIR and NOA, and one print-ready hard copy of each. The consultant will deliver the 15 copies of the EIR to the OPR. County staff would be responsible for filing the Public Draft EIR with the County Clerk's Office and distribution of the Public Draft EIR to appropriate libraries and agencies. The County would also make the Public Draft EIR available on their website and send a copy of the NOA to stakeholders and interested parties.

Placer County Staff Responsibilities:

- Review and compile one (1) set of consolidated comments on the Screencheck Draft EIR and NOA.
- Distribute the Public Draft EIR to the County Clerk's Office, and appropriate libraries and agencies.
- Distribute the NOA to stakeholders and interested parties.
- Post a copy of the Public Draft EIR on the County's website.

2.5 Final EIR/Mitigation Monitoring and Reporting Program

The consultant will work closely with County staff to review and identify written comments on the Public Draft EIR and oral comments from the public workshops. The consultant will develop a strategy and framework for responding to public comments, such as clustering multiple comments and addressing the same topic with a master response.

The project team will prepare a Final EIR that consist of a list of commenters, comment letters, written responses to comments on environmental issues, an errata section identifying revisions to the draft document as a result of comments and a mitigation monitoring and reporting program (MMRP). The scope of this effort is difficult to predict in advance. For budgeting purposes, it is assumed that responses will involve explanation, clarification, or elaboration of existing analysis and findings, but not new analysis, issues, or alternatives. Our efforts to prepare the Final EIR and MMRP are based on an anticipated level of effort identified in the cost proposal.

The project team will also prepare an administrative record and the Notice of Determination (NOD). It is assumed that the County will prepare the CEQA Findings of Fact and a Statement of Overriding Considerations (if necessary) for the project. The consultant will provide guidance to County staff related to the preparation of the necessary Findings of Fact and Statement of Overriding Considerations, consistent with the requirements of Sections 15091 and 15093 of the State CEQA Guidelines.

Placer County Staff Responsibilities:

- Receive and compile comments from the interested public.
- Review and provide one (1) set of consolidated comments on the Final EIR and MMRP.
- Prepare Findings of Fact and Statement of Overriding Considerations.
- Distribute copies of the Final EIR and MMRP to commenting agencies.
- Post a copy of the Final EIR and MMRP on the County's website.
- File the NOD with OPR and the County Clerk's Office and pay filing fees.

Task 2 Summary

AECOM Deliverables:

- One (1) electronic copy of draft NOP.
- One (1) electronic copy final NOP.
- One (1) electronic copy of the EIR outline.
- One (1) electronic copy of Administrative Draft EIR.
- One (1) electronic copy of Screencheck Draft EIR and draft NOA.
- One (1) electronic and one (1) print-ready hard copy of Public Draft EIR and NOA.
- One (1) electronic copy of the administrative record.
- One (1) electronic copy of Administrative Final EIR and MMRP.
- One (1) electronic copy of Final EIR and MMRP.
- One (1) electronic copy of NOD.

Meetings: Up to (2) meetings/conference calls to discuss the EIR.

Task 3: Public and Stakeholder Participation \$27,990.00

3.1 Participate in Public Outreach

The consultant will support Placer County staff with gathering public input and participation in affected communities (e.g., Tahoe City, Truckee) throughout the study process. This task will build on the public outreach conducted during scoping under Task 1 above. The consultant will work with County staff to identify methods for communicating with the public and stakeholders to solicit input during the environmental review process. These methods of outreach would be in addition to the public workshops discussed in Task 3.3 and could include website development, newsletters, mailer inserts, local community speaker forums, and other public meetings.

The consultant proposes to work with County staff to identify the most suitable methods to communicate and engage the public and stakeholders in the study process.

Placer County Staff Responsibilities:

- Assist with preparation and review of public outreach materials.
- Maintain communication with stakeholders and the public.

3.2 Review and Consider Existing Local Plans

The project team will review and consider existing local land and resource management plans as part of this task. This review will identify the goals, objectives, policies, and recommendations contained in applicable plans that cover the corridor area and may influence or affect the implementation of the 2006 CAP. Specific emphasis will be

placed on defining potential constraints, limits, or other performance standards that may modify elements of the 2006 CAP. Information gathered as part of this task will be used in communications with stakeholders and will be included in the land use section of the EIR.

Placer County Staff Responsibilities:

- Concur with and provide input on list of applicable local plans for review.

3.3 Support in Public Workshops and Present Work Products

The consultant will support County staff in conducting two public workshops during the public review period of the environmental document. The consultant will also support County staff with their presentations before the Placer County Planning Commission or Board of Supervisors addressing the Draft and Final EIR. As part of this task, the project team will prepare needed maps, presentations, and handout materials. Where appropriate, as during the workshops, the consultant will prepare easel-size graphic images of the study area for use and consideration by the public.

Placer County Staff Responsibilities:

- Schedule and arrange meeting venues.
- Prepare and publish meeting notices.
- Inform local representatives, media, and interest groups.
- Lead public workshops and discussions.
- Review and approve meeting materials prepared by the consultant.
- Receive and compile comments from interested public.
- Lead presentations for Planning Commission and/or Board of Supervisors.

3.4 Additional Public Outreach

In addition to the workshops described above, the consultant will work closely with Placer County to determine which additional outreach methods would be most helpful in further supporting the planning effort. Potential strategies are listed below:

Additional Workshops

Based on our experience working with the County on the 2006 CAP, it is reasonable to consider that the process of vetting potential trail alignments and associated improvements with the public could require a broader public discussion with more meetings than specified in the RFP. There will also be a variety of stakeholders invested in what happens along the proposed public access corridor, and there may be some disagreement among these groups regarding the type and intensity of improvement proposed for the corridor. For these reasons, the consultant could coordinate and facilitate an additional community meeting to support preparation of the EIR by the County.

The purpose of this additional meeting will be to review key plan concepts as they are being drafted. The consultant will work with County staff to set agenda for the meeting and identify needed presentation and other meeting materials.

Newsletters

The consultant could prepare a newsletter preceding each of the public meetings with information about the project and process. One version would be a two-page, 11x17 (folded) format, and the second version would be condensed format for insertion in a utility bill or County mailing.

The consultant would prepare a print-ready draft for County review based upon a format and content outline for each newsletter prepared in advance by the consultant and approved by the County. The consultant will prepare

a final version of the newsletter for County review prior to printing. The County would be responsible for printing and distribution of the newsletter. The consultant would provide the newsletter in PDF or other web-ready format for posting on the County's website.

Other Outreach/Communications Services

The consultant could provide other outreach and communications services, as needed and directed by the County. Examples of such additional services include media releases, additional newsletters, PowerPoint presentations for stakeholder group meetings or events, and content for project website updates. The specific level of effort to go towards other outreach would be determined in close cooperation with the County.

Task 3 Summary

AECOM Deliverables:	Meeting materials for up to three (3) public workshops. Newsletters (up to 3, optional) Other outreach services (to be determined based on available budget)
Meetings:	Up to three (3) public workshops and up to two (2) Planning Commission or Board of Supervisor meetings.

Task 4: NEPA Compliance

\$31,390.00

As described in the RFP, compliance with NEPA may be needed to support issuance of permits or easements for implementing the 2006 CAP on federal lands. The consultant proposes to prepare a joint EIR/Environmental Assessment (EA) that meets the content requirements of both CEQA and NEPA requirements. It is anticipated that an EA will be sufficient to meet the requirements of NEPA. The need to prepare an environmental impact statement is not anticipated at this time.

The content formatting changes needed to prepare a joint EIR/EA requires equal treatment of alternatives. The level of effort to coordinate with the NEPA lead agency and comply with applicable federal regulations and statutes would require additional effort.

Once a NEPA lead agency has been identified, the project team will coordinate with the NEPA lead agency preparing an EA addressing the proposed project and alternatives. The project team will prepare specific sections to the EA that vary from the contents of the EIR to ensure compliance with the NEPA requirements of the federal lead agency.

For purposes of this scope of work, the consultant estimates 248 professional staff hours are needed to complete this optional task. A final level of effort will be determined after consultation with County staff and the NEPA lead agency and no work will be undertaken without authorization from County staff.

Additional studies and documentation required for a federal action that may affect the EA will be identified. These other analyses or documentation may include preparing a Biological Assessment in compliance with Section 7 of the federal Endangered Species Act (ESA), compliance with Section 106 of the National Historic Preservation Act, and Section 401 certification in accordance with the federal Clean Water Act. Although supporting these permitting efforts is not included in this task, the consultant will coordinate with County staff and the NEPA lead agency to determine the appropriate scope and level of effort needed to complete these analyses.

Task 4 Summary

- AECOM Deliverables: One (1) electronic copy of Administrative Draft EA.
One (1) electronic copy of Screencheck Draft EA.
One (1) electronic and one (1) print-ready hard copy of Public Draft EA.
One (1) electronic copy of Administrative Final EA and Finding of No Significant Impact (FONSI).
One (1) electronic copy of Final EA and FONSI.
- Meetings: Up to two (2) meetings with County staff and the federal lead agency.

Task 5: Assistance to Obtain Funding

\$8,040.00

The consultant will work with County staff to identify and define potential grant sources and develop strategies for pre-application and applying for grant funds. The sources to be considered will depend on the action to be funded. For instance, environmental management, recreation, or mitigation actions may qualify for specific grant funds, such as Sierra Nevada Conservancy (SNC) grants that may be available through Proposition 84 funding. The SNC has about \$10 million available in its 2011–2012 and 2012–2013 fiscal year grant cycles that may be available.

The consultant will conduct necessary grant research to identify likely funding sources based on application guidelines, complete necessary forms and grant application materials, attend funding agency workshops, contact/meet with funding agency staff as needed, prepare a Board of Supervisors resolution and content for County staff report, attend a Board meeting, and assist with application submittal.

Costs for consultant grant writing services vary depending on the level of effort required for a successful grant application and the amount of original research that is needed to support the application. Our grant writing fees typically range from \$10,000 for a less complex application to \$25,000 for a more complex application. Fees can be lower or higher than these amounts in exceptional cases of a very simple application or a highly complex application.

For purposes of this proposal, the consultant has budgeted 56 hours for research and preparation of a memorandum with recommendations for a funding strategy. AECOM will provide a separate cost for preparing one or more grant applications as directed by the County once the funding sources and application requirements have been identified.

Task 5 Summary

AECOM Deliverables: Completion of forms and grant application materials as agreed upon with County.

Meetings: Attend agreed upon number of funding agency workshops.
Up to one (1) Board of Supervisor meeting.

Project Schedule

The consultant proposes to complete this scope of services within 19 months from receiving a notice to proceed. Assuming work is initiated in March 2012, we propose the EIR will be certified and the Notice of Determination will be filed in September 2013. Below is a summary of key project milestones and the anticipated schedule for those milestones:

Proposed Project Schedule	
Project Milestone	Date Completed
Notice to Proceed/Project Startup	March 2012
Project Kick-off Meeting	April 2012
Traffic Study	May/June 2012
Trail Corridor and Access Facilities Evaluation Criteria and Preliminary Constraints Analysis	July 2012
Prepare NOP and Initiate Public Review	August 2012
Scoping Meeting	September 2012
Refine Project Description	October 2012
Prepare Draft EIR Outline	October 2012
County Review and Approval of Project Description and Outline	October 2012
Prepare Admin Draft EIR	January 2013
Prepare Screencheck Draft EIR	February 2013
Prepare Public Draft EIR	April 2013
45-Day EIR Public Review Period	April/May 2013
Public Meetings on Draft EIR	May 2013
Prepare Final EIR and Mitigation Monitoring Plan	May 2013
Prepare CEQA Findings and SOC	August 2013
Circulate Final EIR for Public Review	September 2013
Planning Commission Meeting	September 2013
File Notice of Determination	September 2013

If during the course of this work, we identify issues that impede the delivery of work according to this schedule, the consultant will consult with County staff to define appropriate changes to the completion of this work plan.

PAYMENT TERMS

County recognizes that timely payment is a material part of this Agreement. Consultant shall submit invoices to County once each month and each invoice is due and payable within thirty (30) calendar days of the date of the invoice.

