



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson
Planning Director

MEMORANDUM

TO: Honorable Board of Supervisors
FROM: Michael J. Johnson, Director
Planning Department, Community Development Resource Agency
DATE: November 25, 2008
SUBJECT: Sierra Business Council Contract to Assist Placer County with Citizen Outreach and Development of a Low Impact Development Guidebook for the Sierras

ACTION REQUESTED: The Board of Supervisors is being asked to authorize the Chairman of the Board and the Planning Director to execute a \$75,000 contract with the Sierra Business Council (SBC) to assist Placer County with the development of a Low Impact Development (LID) guidebook for the Sierra Nevada region.

BACKGROUND: In November 2007, Placer County was awarded a Sierra Nevada Conservancy (SNC) grant in the amount of \$45,000 to develop a LID guidebook for the Sierras. This award was matched by a \$30,000 commitment from Placer County, approved by the Board of Supervisors in September of 2007. Placer County has since signed a grant contract with the SNC to proceed with guidebook development.

The LID guidebook focused on the Sierra region for four reasons: 1) the Sierra region is within the SNC sphere of influence; 2) stricter stormwater permitting requirements facing Placer County within the Truckee River watershed; 3) the increasing likelihood of mandated LID regulatory standards; and 4) budgetary considerations. LID has been defined as an innovative storm water management approach with a basic principle that is modeled after nature: manage rainfall at the source. The primary benefits of LID are:

1. To prevent degradation of water quality and natural resources;
2. To manage storm water more efficiently and cost effectively;
3. To protect groundwater and drinking water supplies; and
4. To help communities grow more attractively.

With the receipt of the SNC grant, Placer County is poised to become one of the most pro-active Sierra-Nevada communities with respect to alternative storm water management. The acceptance of this grant award begins the process of understanding new methods of managing storm water which will allow Placer County to respond to the changing regulatory world and the nature of storm water management techniques throughout California.

The first phase this project is the publication of a LID Guidebook to educate business, residents, and the development community on the technical aspects of LID. The business community, environmental groups, government agencies, and the development community will be involved throughout the planning process as members of the project Technical Advisory Committee (TAC) and taking part in public meetings. The second phase of the project will be the advancement of a

successful pilot program targeting cooperative landowners willing to incorporate LID principles into their development. Demonstration projects in other communities have repeatedly stimulated interest in LID practices and have prompted the passage of ordinances, revisions to development policies and codes, and amendments to storm water management guidelines. Placer County will use the pilot projects to:

- Demonstrate sustainable materials and products;
- Monitor storm water runoff;
- Measure the impact to adjacent waterways;
- Determine cost benefits;
- Streamline permitting and administrative approval processes; and
- Evaluate public involvement and acceptance.

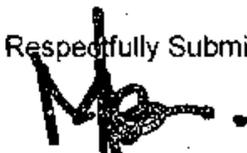
Both the guidebook and pilot projects will address site planning strategies and techniques to re-examining the arrangement of buildings, roads, parking areas, site features, and storm water management plans. The guidebook will offer an innovative alternative approach to urban stormwater management that uniformly or strategically integrates stormwater controls into multifunctional landscape features where runoff can be managed and controlled at the sources. With LID, every urban landscape or infrastructure feature (roof, streets, parking, sidewalks, and green space) can be designed to be multifunctional, incorporating detention, retention, filtration, or runoff use and water storage. The TAC will assist Placer County with crafting a guidebook and identifying pilot projects that represent the desires and demands of the Sierra Nevada region.

FISCAL IMPACT: \$45,000 from the Sierra Nevada Conservancy and \$30,000 allocated from the 2008-09 Fiscal Year Planning Department Watershed Implementation budget. In addition, \$10,000 from grant partners which will cover the cost of two community workshops. Moreover, pursuant to BOS approval in 2007, the match requirements of the grant and the need for significant staff participation, Placer County Planning and Public Works departments will devote nearly 800 hours of staff time to ensure project completion in 2010.

RECOMMENDATIONS: The Planning Department recommends that the Board take the following action:

1. Authorize the Chairman of the Board and the Planning Director to execute a \$75,000 contract with the Sierra Business Council (SBC)

Respectfully Submitted,



MICHAEL J. JOHNSON, AICP
Director of Planning

Attachments:

Exhibit A: Contract for Planning Services and Scope of Work

cc: Placer County Procurement Office

Contract No.: _____

Administering Agency: County of Placer/ Community Development Resource Agency

Contract Description: PLANNING SERVICES – Preparation of Low Impact Development Guidebook for the Sierra Nevada Region

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2008, by and between the County of Placer, ("County"), and Start California. ("Contractor"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment.** County shall pay Contractor **\$75,000** for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit A. The payment specified in Exhibit A shall be the only payment made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for said services to the Placer County Planning Department.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent Contractor and shall not be an employee of the County. County shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.
8. **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

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

A. Workers' Compensation and Employers' Liability Insurance

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

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

B. General Liability Insurance

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

included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

5) Special Claims Made Policy Form Provisions:

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

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

C. Endorsements:

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

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

D. Automobile Liability Insurance

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

E. Professional Liability Insurance (Errors and Omissions)

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

10. Indemnity Contractor hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and

character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor. Contractor 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 Contractor or the County or to enlarge, in any way, the Contractor's liability but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Contractor's performance pursuant to this contract or agreement.

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

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

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

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

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

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

COUNTY OF PLACER
 Planning Department
 Attn: Edmund Sullivan
 3091 County Center Dr
 Auburn, CA 95603

CONTRACTOR
 Sierra Business Council *Sierra Business Council*
 Attn: Steve Frisch
 P.O. Box 2428
 Truckee, CA 96160

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

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____ Date: _____

Jim Holmes, Chairman,
Board of Supervisors

Approved as to Form - County Counsel:

By: _____ Date: _____

Approved as to Content:

By: _____

CONSULTANT - SIERRA BUSINESS COUNSEL *council*

By: <u>Steve R. Frisch</u>	By: _____ 
Name: <u>Steven Frisch</u>	Name: _____
Title: <u>President</u>	Title: _____
Date: <u>10-17-08</u>	Date: _____

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

Exhibits

A. Scope of Work and Cost Proposal

**Sierra Business Council – Scope of Work
Placer County LID Program – Phase I
August 2008**

Introduction

Urban runoff (aka “stormwater”) pollution is commonly considered the nation’s number one water quality problem, causing or contributing to degradation of our nation’s waterways. Stormwater quality and quantity must now be addressed in a coordinated fashion in land use planning and development proposals in order to satisfy state and federal regulations including the Clean Water Act, the California Porter-Cologne Water Quality Act and NPDES stormwater regulations. The Placer County Phase II NPDES stormwater permit requires such controls. Other regulatory agencies such as DFG, USFWS, USACE and Regional Water Quality Control Board are also increasingly requiring water quality, quantity and erosion impacts to be addressed before 1600 and 404 permits and 401 certifications are issued.

Urban runoff is defined as rainwater that flows over land, roofs & pavements, and/or water generated from human activities such as irrigation, vehicle and pavement washing. As this runoff flows over various structures and pavement, the water picks up and carries sediments and pollutants such as pesticides, fertilizers, oils, metals, bacteria, and animal feces to the municipal storm drain system, and from there to streams, rivers, lakes, and reservoirs.

A “start at the source” approach is typically encouraged to keep pollutants from contacting runoff in the first place and for addressing stormwater management as close to the source of generation as possible. Low Impact Development or LID is one means by which pollutants can be addressed at the source. LID uses decentralized, site-based planning and design strategies to manage the quantity and quality of stormwater runoff. LID attempts to reduce the amount of runoff by mimicking the natural (pre-developed) hydrologic function of the site. LID focuses on minimizing impervious surfaces and promoting infiltration and evaporation of runoff before it can leave the location of origin. Using small, economical landscape features, LID techniques work as a system to filter, slow, evaporate, and infiltrate surface runoff at the source. Examples of LID planning techniques include: minimizing paved areas, minimizing soil compaction, preservation of natural open space including trees and natural drainage channels, clustering of development on compacted soils, and locating open space areas to absorb overflows.

Some jurisdictions in California and across the country have begun to require LID design features as a means of reducing pollutants in urban runoff and reducing site runoff to more closely mimic the predevelopment hydrologic regime of the site. This in turn helps to maintain healthy receiving streams with optimal sediment balances. It is anticipated that LID will also be a key tool as jurisdictions begin the process of addressing climate change concerns and complying with California State Assembly Bill No. 32, the Global Warming Solutions Act of 2006.

Placer County has received a grant from the Sierra Nevada Conservancy to begin a LID Program in portions of central and eastern Placer County. The LID Guidebook developed during Phase I of the Program will provide guidance for the selection and design of LID features suitable for development projects in the higher elevations (greater than 5000 ft) of the county in the Yuba, Truckee and American River watersheds. It is anticipated that the guidebook may be further expanded to address other areas of Placer County in future phases as resources become available. The intended primary audiences for the guidebook project are private and public developers and secondary audiences Placer County and other agency staff. Phase II would focus on western Placer County including the western foothills of the Sierra Nevada and the valley floor. Phase II would be developed as a part of the Placer County Conservation Plan.

Focused building types for the Phase I guidebook will be commercial, single- and multi-family units and the type of construction could cover new, redevelopment and infill.

The LID Guidebook will be designed to complement the existing resources of nearby jurisdictions and organizations including the Tahoe Regional Planning Agency, the Sierra Nevada Alliance, the Town of Truckee and the Sacramento Stormwater Quality Partnership. The LID Guidebook will be designed to incorporate the unique hydrologic and climatic characteristics of eastern Placer County, including winter snow pack, rapid spring snowmelt, and occasional summer storms.

Core Team

The LID Guidebook will be developed under the direction of Sierra Business Council (SBC), utilizing the expertise of its two key project team members, Chris Bowles Ph.D., of cbec, inc. Eco Engineering (CBEC), and Carmel Brown, P.E., of CKB Environmental Consulting, Inc. (CKB). A core team will be created including the project team members and key Placer County personnel. The Guidebook will also be developed in consultation with a Technical Advisory Committee (TAC), to be formed as part of this project.

The project team brings unique expertise and experience, as described below. Resumes from Steve Frisch, Krissy Gilbert, Dr. Bowles, and Ms. Brown are attached to this Scope of Work.

The **Sierra Business Council** is the ideal LID Program Director because of the network and extensive experience the Council has working with communities, developers, government agencies, and other stakeholders throughout Placer County. Since our inception, the Sierra Business Council (SBC) has operated with the belief that in a region as rich in beauty and natural resources as the Sierra Nevada, environmental quality is critical to long-term economic prosperity. In order to generate dialogue and understanding of the compatibility and interdependence of the environment and economy in the Sierra Nevada, SBC conducts, disseminates, and puts into action useful research and practical tools to help communities, local governments, and others realize and strengthen the ties between environmental protection, community development, and financial well being.

Working on, managing, and implementing projects, with the County of Placer, among many other agencies and organizations, has been a key programmatic function at the Sierra Business Council. SBC has been managing and implementing these projects since 1998. Some of these projects include Placer Legacy development and implementation, Placer Legacy outreach, the California Alpine Resort Environmental Cooperative, the formation of the Sierra Nevada Conservancy, the Working Landscapes Initiative, a new program that seeks to develop sustainable forestry practices in the Sierra Nevada, and a plan to incorporate LEED Neighborhood Design standards at an expansion development [what is an “expansion development?”] in Placer County. SBC has extensive experience bringing diverse stakeholders to the table to reach common ground and move forward.

The Placer County LID Program perfectly fits with the mission of the Sierra Business Council because it gives developers and jurisdictions the opportunity to protect water quality by preserving and mimicking nature through the use of stormwater planning and management techniques on a project site. It is the Sierra Business Council’s mission to ensure that our natural communities are healthy and secure for this and future generations which include the waters needed to serve existing and future generations of people and animal and plant species.

Sierra Business Council will be under contract with the County of Placer. SBC will sub-contract with Chris Bowles Ph.D., of cbec, inc. Eco Engineering and Carmel Brown, P.E., of CKB Environmental Consulting for Core LID Guidebook development.

Dr. Chris Bowles of cbec, inc., specializes in “eco-engineering” for the water resources industry. Eco-engineering is a broad title for engineering services as they relate to the water resources industry to provide ecologically sensitive and sustainable solutions in the fields of hydraulics, hydrology, geomorphology, and restoration design. Dr. Bowles has specialized in eco-engineering for over 14 years in the U.S. and overseas. cbec, inc., is based, and was founded, in Sacramento, California, and Dr. Bowles has practiced in the Sacramento region for over 7 years, and in California for 10 years. He has provided eco-engineering services on many of the major rivers in the Central Valley, including the Sacramento, San Joaquin, Bear, Feather, and Lower American Rivers, the Yolo Bypass, and Putah, Laguna and Elk Grove Creeks, as well as numerous other smaller tributaries and urban creeks.

In the Sierra Nevada, Dr. Bowles has project experience in the Town of Truckee (Trout Creek), the Tahoe Basin and associated tributaries. He has had experience on erosion control projects in the Tahoe Basin working with the Stormwater Quality Improvement Committee (SWQIC) guidelines and his clients have included the City of South Lake Tahoe, Tahoe Conservancy, State Parks, Placer County, and Northstar at Tahoe and the Resort at Squaw Creek. Recently, Dr. Bowles has been working on restoration projects at Squaw Creek and the Upper Truckee River.

In the recent years, Dr. Bowles has focused on the impacts of urbanization on the geomorphology of the receiving waters (rivers, creeks and streams), otherwise known as hydromodification. The application of Low Impact Development (LID) is tool that can be used

to mitigate for hydromodification. Dr. Bowles is practicing in the area of hydromodification and has presented on the subject at numerous conferences and workshops in recent years.

Carmel Brown is a registered civil engineer in California and Oregon with over 20 years of specialized experience in stormwater and watershed management, training and regulatory compliance. She established CKB Environmental Consulting, Inc. in 2000. Since the late 1980's, Carmel has been providing assistance to municipal agencies and construction and industrial operators in the western U.S. to implement programs to comply with stormwater and watershed protection regulations. Carmel recently began assisting Sacramento County to build its sustainability program to mitigate greenhouse gas emissions and adapt to future changing climate and precipitation conditions. She is helping to facilitate two regional collaborative efforts, one of which relates to creating consistent green building policies for the Sacramento region. Carmel has been working with the Sacramento Stormwater Quality Partnership since 1999 on a myriad of regional projects designed to reduce pollutants in local creeks and rivers. For example, she managed the two-year project to prepare the *Stormwater Quality Design Manual for the Sacramento and South Placer Regions* (May 2007), including facilitated outreach to the development community. The manual includes an innovative chapter on low impact development, including a runoff reduction credit system that allows engineers to reduce on-site stormwater treatment needs and costs.

Ms. Brown is one of the founding members of the Laguna Creek Watershed Council and was instrumental in obtaining grant funding to conduct watershed assessments and management plans for both the Laguna and Alder Creek watersheds in Sacramento County. She is managing those efforts, which entails working with all stakeholders (e.g., developers, landowners, engineers, municipal and regulatory agencies and environmental groups) to select and prioritize actions to protect and restore vital watershed and ecosystem functions. Carmel is co-chair of the California Stormwater Quality Association's training subcommittee, which is actively engaged in the creation of statewide LID and Construction General Permit training programs for public and private sector professionals.

Scope of Work

Sierra Business Council (SBC) will enter into contract with the County of Placer to implement Phase I of the Placer County LID Program. This work is being funded by a grant from the Sierra Nevada Conservancy and entails preparation of a LID Guidebook along with workshops and pilot project work. This scope of work and the accompanying budget (Table 1) encompass tasks to be completed during Phase I. It is expected that this work will be conducted from October 2008 through February 2010. The grant deadline is March 2010.

SBC will provide technical and administrative services to assure the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws and regulations. The SBC project team includes SBC as prime contractor, with Chris Bowles of cbee, inc. and Carmel Brown of CKB Environmental Consulting, Inc. as subcontractors to SBC for technical input and Guidebook Development. As needed and budget allows, SBC will retain other consultants to provide specialized expertise for the guidebook development. The success of this project will also depend on in-kind services to be provided by various Placer County staff and others, as indicated in the scope.

Task 1. Guidebook

- 1.1 Project Scoping; Site and Literature Review:** SBC will provide direction and oversee the task to conduct background research and scoping, and a literature review to identify successful LID projects (relevant local/regional efforts and projects in other areas), challenges met, and how those challenges were overcome. Placer County staff will compile and write the Literature Review document and it will be incorporated into the Guidebook as an appendix.

Particular attention will be given to methods and studies most appropriate to high elevations (>5,000 feet).

- 1.2 Core Team Coordination:** The Guidebook will be developed by the project team with assistance from key Placer County staff. Collectively, this group is referred to as the Core Team in this proposal. The Core Team will likely consist of Edmund Sullivan, Bob Costa, Mary Keller, Charlene Daniels, and Jennifer Dzakowic, all with Placer County; Krissy Gilbert with Sierra Business Council; Chris Bowles with cbee, inc.; and Carmel Brown with CKB.

The Core Team will participate in up to 12 one-hour monthly meetings via phone. To insure that the project remain on task and on schedule, the team will also check in approximately weekly via phone and e-mail.

- 1.3 Content Development, Document Writing and Coordination:** SBC will oversee and coordinate the development of the Guidebook by the Core Team. It is anticipated that the

outline and scope for the guidebook will be determined at the first TAC workshop (see Task 1.4).

SBC will coordinate the Core Team as they produce the LID Guidebook content; convey the style and content requirements to each of the authors; and assist Placer County Team members in content compilation and content editing. Estimated hours for SBC, CBEC, and CKB are indicated in Table 1. SBC will update Placer County on a monthly basis on budget and hours expended. If necessary, the scope may need to be adjusted to accommodate the remaining budget, through coordination between Placer County and the project team.

Placer County will provide various services to ensure a professional on-line Guidebook product, including design and layout of the document itself and web page design.

- 1.4 Technical Advisory Committee (TAC) Meetings:** With input from the Core Team, SBC will recruit and coordinate the Technical Advisory Committee (TAC) (assume 11 members) that will provide input on Guidebook development. The TAC will participate in up to four meetings. At the start of the process, TAC members will be given a proposed schedule that indicates number, duration and potential agenda topics for the four meetings so that they are fully aware of their commitment. The exact number and timing of TAC meetings will be determined after the first meeting, but it is likely that there will be up to two meetings from January to June, 2009 to provide input about content and approach, and up to two more meetings from September to December 2009 to review and comment on the draft guidebook. [Need to identify the type of stakeholder participation. Also need to identify this as a Planning Director appointment]
- 1.5 Placer County Policy Review Assistance:** One or more members of the project team will conduct a 2-hr meeting with key Placer County planning staff in Auburn to discuss recommendations for conducting a review of County policies and codes. The objective is to identify current policies that do not promote or are in conflict with LID, and possible recommendations for improvements to better integrate and address LID. The template used by LGC [LGC??] in the work conducted for Placer County will likely be used as a starting point, and lessons learned from the Placer experience will be factored in, with possible participation in the meeting by LGC [LGC??] staff (assume in-kind).
- 1.6 Other Professional Services:** This subtask is designed to hold budget in reserve for other professional services that may need to be retained by SBC as the Guidebook is developed. Examples include a geotechnical engineer, a vegetation specialist, or a graphic designer. If these services are not needed or are provided in-kind, then this budget item will be redistributed within Task 1.

Task 1 Products:

- Literature & Site Review to serve as background in the Guidebook – SBC/Placer County

- Contact List for Core Team members - SBC
- Meeting agendas and key notes/action items from Core Team meetings - SBC
- Contact/ mailing list of TAC members - SBC
- Handouts for policy review planning meeting with Placer County planning staff – SBC/CKB/CBEC
- Guidebook Outline/TOC – SBC/CKB/CBEC
- Administrative Draft Guidebook - SBC/CKB/CBEC review
- Draft Guidebook – TAC review
- Final Guidebook - SBC/CKB/CBEC
- TAC presentation and handout materials - SBC/CKB/CBEC and Placer Co
- Agendas and Minutes from TAC Meetings – Placer Co

Task 1 Assumptions:

- The Placer County LID Guidebook will be developed as a web-based tool rather than a print document during Phase I. Placer County will be responsible for producing hard copies as needed, based on community requests (address social justice aspect).
- With guidance from the SBC project team, Placer County staff will conduct the Literature Review and prepare the draft summary for review by the SBC project team.
- Placer County staff will provide assistance for TAC meetings, including invitations, preparation and reproduction of agenda and meeting materials, arranging for meeting facility, AV and food needs, and summarizing/distributing meeting summaries.
- Placer County will provide GIS support and map layout/production for the Guidebook and TAC meetings.
- Placer County will provide web-based document formatting and layout services.
- SBC, CBEC, and CKB will spend up to the budgeted hours completing tasks. SBC will update Placer County on a monthly basis on budget and hours expended. If necessary, the scope may need to be adjusted to accommodate the remaining budget, through coordination between Placer County and the project team. The hours assigned to Placer County in the budget may increase as necessary to complete the tasks.
- Every effort will be made by SBC and Placer County to include professionals on the TAC with necessary specialties such as geotechnical engineering and vegetation/botany.
- The TAC will be expected to actively participate in the 3-hour meetings and provide document review and comment between TAC meetings.
- TAC members will provide their services in-kind.

Task 2. Pilot Project Outreach

The Core Team will conduct outreach to identify partners for a maximum of three pilot projects. The pilot projects will have the opportunity/potential to integrate features into the designs such as: environmentally-friendly stormwater management techniques, ecologically sound approaches to managing the built environment using green construction principles, recycling of construction materials, energy efficiency, water conservation/reuse, and natural habitat protection. The LID Guidebook will feature descriptions of the pilot projects, along with cost-benefit information as data is available. The pilot projects will serve as case studies for reference by designers of other projects in the region. The pilot project partners will be encouraged to participate in the TAC.

Task 2 Product:

- Contact information for potential partners that have shown interest in cooperating as Pilot Projects for the guidebook – Placer County and SBC.

Task 2 Assumptions:

- No Pilot Project implementation will be completed during this phase.
- The pilot project proponents will participate in the TAC.
- Placer County will provide assistance to gather and display project information, including data which can be used to convey cost and benefit information for one or more of the pilot projects.

Task 3. Educational Workshops

In addition to the four TAC meetings described in Task 1 the project team will contribute to and participate in two workshops scheduled for October 2008. One workshop will be held October 7, 2008 in Roseville and is being coordinated in conjunction with the American Basin Watershed Council (formerly Dry Creek Conservancy) [need to update this information]. The main theme is low impact development and in addition to advising on the agenda and speakers, Carmel Brown is scheduled to facilitate a portion of the workshop. Additionally, Krissy Gilbert of SBC is facilitating a Low Impact Development Strategies session at the 2008 Sierra Solutions Conference in Mammoth Lakes, California on October 3, 2008.

A goal for both workshops will be to solicit input about stakeholder expectations for the new guidebook.

Task 3 Product:

- Copies of materials from both workshops will be provided to Placer County upon request.
- Summary of input and ideas for the new Placer County LID Guidebook.

Table 1 - Placer County LID Program - Phase I - Budget Detail for Consultants' Project Team*

KGilbert(8/22/08)

Tasks	Team Member	Hours										Other Professional Services	Other Direct Costs	Consult. Team Cost		
		SBC	CKE	CBEC	Placer*						UCD					
No.	Description	Hourly Rate**	Gilbert	Brown	Bowles	Sullivan	Costa	Keller	Zanchowitz	Daniels	Placer Co Staff	Lawrence	***	supplies, travel, etc ***		
	Task 1: Guidebook															
	1.1 - Project Scoping, Site & Lit Review		27	13	13	47	5	5	8	8					\$5,160	
	1.2 - Core Team Coordination		66	38	38	38			38	38	38			\$500	\$14,420	
	1.3 - Content Develop, Doc Writing, Coord		95	99	113	168	44	44	84	84				\$500	\$31,310	
	1.4 - Technical Advisory Committee Workshops		55	30	30	33					33	20		\$3,110	\$14,360	
	1.5 - Placer Co Policy Review Assistance			8		8					50				\$840	
	1.6 - Other Professional Services		4										\$5,000		\$5,380	
	Task 1 total		247	188	194	294	49	49	130	130	121	20	0	5000	4110	\$71,450
	Task 2: Pilot Project Outreach															
	2.1 - Pilot Project Outreach		7	7	7	0	0	0	0	0	0	0	0	\$400	\$2,500	
	Task 2 total		7	7	7	0	0	0	0	0	0	0	0	\$400	\$2,500	
	Task 3: Educational Workshops															
	3.1 - Educational Workshops		0	8	2	0	0	0	0	0	0	0	0	0	\$1,050	
	Task 3 total		0	8	2	0	0	0	0	0	0	0	0	0	\$1,050	
	Total Hours		254	203	203	294	49	49	130	130	121	20	0		1453	
	Total Cost		\$22,880	\$21,315	\$21,315	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,000	\$4,510	\$75,000	

* Estimated hours. Actual hours spent on an activity may deviate from this somewhat, but total budget will not change.

This table does not show in-kind matches from Placer County or UC Davis req'd by grant.

** Rates may be adjusted in January each year to reflect cost of living increases, with prior approval of County Grant Administrator. But consultant budget cannot change.

*** Estimated combined costs for short-duration professional services (native plant specialists, tech editing, senior technical review, meeting presentation, etc.) are included in this column. If not used, will be redistributed to

Grant Total: \$75,000

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