



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, AICP
Agency Director

DATE: October 8, 2013

SUBJECT: **CONTRACT TO DEVELOP HABITAT MANAGEMENT PLANS FOR THE PLACER COUNTY CONSERVATION PLAN**

ACTION REQUESTED

1. Approve a contract with H. T. Harvey & Associates for the development of two Habitat Management Plans and three Habitat Management Plan templates for the Placer County Conservation Plan in the amount of \$64,000 budgeted County cost, and authorize the County Executive Officer sign the contract.

BACKGROUND

Placer County is currently developing a comprehensive, multi-species (31 species will be covered) Habitat Conservation Plan and Natural Community Conservation Plan. This planning effort is referred to as the Placer County Conservation Plan (PCCP). The County has partnered with other local, state and federal agencies to develop the plan. Participating local agencies include unincorporated Placer County, the City of Lincoln, and the Placer County Water Agency. The primary objective of the PCCP is to balance development with the conservation of the County's natural resources, and provide for the protection of sensitive species and their respective habitats.

The purpose of the Habitat Management Plan (HMP) is to manage, preserve and maintain habitats within the conserved areas of the PCCP. The HMP delineates those parties responsible for the implementation and continued monitoring of the objectives of the HMP. The HMP will provide goals and objectives for a range of activities related to the management of the land for conservation objectives that are unique to each site. The goal of developing three HMP templates is to provide an overview and broad background information, describe existing conditions and operations on managed lands within the Reserve Acquisition Area (RAA) of the PCCP, and to provide habitat land management guidance to Placer County, the City of Lincoln, and the future Placer Conservation Authority (the joint powers authority that will be charged with the implementation of the PCCP). The two properties for which the two HMPs will be prepared are the 427-acre Doty Ravine Preserve owned by the Placer Land Trust and the 1,200-acre Hidden Falls Regional Park owned by the County of Placer.

Staff has identified two primary reasons to develop a HMP process today:

1. It is necessary in order to have the templates ready for plan implementation; and
2. The two properties for which a HMP is being prepared have credits that can be applied towards PCCP implementation and require a HMP in place to demonstrate how those properties can be incorporated into the RAA.

FISCAL IMPACT

The \$64,000 to implement the contract is a budgeted general fund outlay and will be appropriated from the Planning Divisions FY 2013-14 fiscal year budget.

ATTACHMENTS:

ATTACHMENT 1: Contract and Scope of Work – H. T. Harvey & Associates

cc: H. T. Harvey & Associates

Contract No.: _____

Administering Agency: County of Placer/ Community Development Resource Agency

Contract Description: CONSULTING SERVICES – DEVELOPMENT OF HABITAT MANAGEMENT PLANS FOR PLACER COUNTY

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, 2013, by and between the County of Placer, ("County"), and H. T. Harvey & Associates, ("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 **\$64,000** 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to the Placer County Planning Department.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.
4. **Exhibits.** All exhibits referred to herein will be attached hereto and by this reference incorporated herein.
5. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
6. **Independent Consultant.** At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
7. **Licenses, Permits, Etc.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
8. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of 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.

A. **INSURANCE:**

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

B. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

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

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

C. GENERAL LIABILITY INSURANCE:

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

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

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

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

D. ENDORSEMENTS:

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

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

E. AUTOMOBILE LIABILITY INSURANCE:

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

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

F. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$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 two million dollars (\$2,000,000) 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, Photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit A, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

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

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

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

21. **Alteration.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 15, Termination.
22. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction.
23. **Notification.** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

COUNTY OF PLACER
Planning Department
3091 County Center Dr.
Auburn, CA 95603

CONSULTANT
H. T. Harvey & Associates
1331 Garden Highway, Suite 310
Sacramento, CA 95833

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

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____ Date: _____
David Boesch, County Executive Officer

Approved as to Form – County Counsel:

By: _____ Date: _____

Approved as to Content:

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

CONSULTANT – H. T. Harvey & Associates*

By: Ron Duke

Name: Ron Duke

Title: Secretary

Date: 3 July 2013

By: Ron Duke

Name: Ron Duke

Title: President

Date: 3 July 2013

**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

SCOPE OF WORK
H. T. Harvey & Associates' Development of Habitat Management Plans
For Placer County

June 13, 2013

DESCRIPTION OF TASK:

Placer County (County) is developing a comprehensive, multi-species (covering 31 species) Habitat Conservation Plan (HCP) and Natural Community Conservation Plan (NCCP). This planning effort is referred to as the Placer County Conservation Plan (PCCP). The County began the PCCP process in 2001, and development of the PCCP and an associated EIR/EIS are currently underway. The PCCP will permanently protect habitat and establish management guidelines for the conservation and recovery of multiple sensitive species west of State Highway 49 within the County. Conservation of PCCP-covered species and habitats would occur through the creation of a series of habitat preserves located within the PCCP Reserve Acquisition Area (RAA), an area generally described as the northern and western portions of the County, west of State Highway 49. Perpetual management, maintenance, and monitoring of these preserves would be guided by preserve Habitat Management Plans (HMPs). The HMPs would delineate those parties responsible for the implementation and continued monitoring of the objectives of the HMP. The HMPs would also provide goals and objectives for a range of activities related to the management of the land for conservation objectives that are unique to each preserve, including: invasive species control, sensitive species population monitoring, habitat restoration, fuels management or fire ecology considerations, and other resource management considerations.

H. T. Harvey & Associates (Contractor) will assist Placer County Planning Services Division (Client) with the development of preserve-specific HMPs for the Doty Ravine Preserve and Hidden Falls Regional Park. These will be the first two HMPs developed under the PCCP. The HMPs will be site-specific and consistent with the overall PCCP. In addition to development of two preserve-specific HMPs, Contractor will assist Client with development of HMP templates, which would guide development of future HMPs when additional preserves are incorporated into the PCCP preserve network in the future.

Contractor staff that will provide support to Client under this Scope of Work is summarized on the attached detailed budget spreadsheet. Proposed staff roles are described below:

- Matt Wacker Project manager, agency coordination co-lead, primary HMP and HMP template author, technical lead for issues relating to vernal pool grassland, oak woodland, riparian, invasive plant, and rangeland management
- Steve Rottenborn Principal-in-charge, agency coordination co-lead, senior QA/QC review of all deliverables, senior wildlife biology
- Pat Reynolds Project director, assist with HMP development, QA/QC review of all deliverables

- John Hunter Senior ecologist, contributor to HMP sections involving oak woodland and wildland fire management, riparian management, and habitat monitoring.
- Debra Bishop Senior ecologist, assist with HMP development for Hidden Falls Regional Park
- Charles McClain Staff ecologist/botanist, assist with development of HMPs and HMP templates, assist with project coordination
- Hillary White Staff wildlife biologist, assist with development of HMPs and HMP templates
- Laurel Kelly Senior landscape architect, author of HMP sections dealing with recreation and public use
- Charlane Gross Senior cultural resources specialist, author of HMP sections dealing with cultural resources
(GrassRoots Environmental)

SCOPE OF WORK:

The scope of work to be completed by Contractor consists of four tasks.

1. Project Management

- Contractor's project management team, Matt Wacker (Project Manager), Pat Reynolds (Project Director), and Steve Rottenborn (Principal-in-Charge), will complete tasks as needed to fulfill the scope of work and to ensure that all project deliverables meet Client requirements, Contractor quality standards, and the project's schedule and budget. Project management tasks include: maintaining regular communication with Client's project manager; updating Client regarding project status; maintaining project files and records of communication; project invoicing and budget tracking; and other project documentation and due diligence according to project needs and requirements.

Deliverables: None

Meetings: None - phone or email correspondence between Contractor and Client as needed

2. Background Information Gathering, Data Review, and Scoping

Contractor's Project Manager, Matt Wacker, will meet with Client and the PCCP consultant team (as determined by Client) to determine property management areas, to review background information, and to coordinate with the Client to refine our project scope, approach, and schedule. The purpose of this meeting will be to clearly define the boundaries of the Doty Ravine and Hidden Falls Regional Park preserves, to clarify the habitat types targeted for HMP template development, and to receive any relevant background data (e.g., GIS data depicting preserve boundaries) from Client. During this meeting, Contractor will also work with Client to ensure that there are no lingering uncertainties regarding the scope of work, schedule, and expected deliverables.

Contractor will then review all relevant background information for both preserves and for the PCCP.

This is expected to include draft PCCP chapters, the final EIR for Hidden Falls Regional Park, the existing HMP for the Doty Ravine Preserve, additional information provided from Placer Land Trust, California Natural Diversity Database records, the results of a cultural resources records search request to the North Central Information Center (NCIC) of the California Historical Resources Information System, and similar data sources either provided by Client, the PCCP consultant team, or that are readily available from public-domain data sources. During this process, data gaps or data deficiencies will be noted. Because Contractor has extensive, prior experience on Hidden Falls Regional Park and is familiar with the Doty Ravine Preserve, significant data gaps are not expected given our existing knowledge and the amount of previous work completed for both sites.

Next, Contractor will complete a reconnaissance-level field investigation of the Doty Ravine Preserve and Hidden Falls Regional Park to supplement existing information (e.g., to fill data gaps identified during our review of existing information), to become more familiar with the resources found on these lands, and to identify habitat restoration and habitat management opportunities and challenges. During our field investigation, we will also assess habitat suitability for each of the PCCP's 31 target species (at a reconnaissance level) and note potential habitat management opportunities or constraints for each species. This information will be used to inform subsequent development of focused HMPs, including site-specific habitat management and habitat restoration actions, for each preserve under Task 4. Information will be collected at a level of detail sufficient for development of the HMPs, but collection of detailed survey data (e.g., protocol-level surveys for wildlife or rare plants, wetland delineations or detailed cultural resources surveys) is not anticipated to be required for HMP development and is not included in our scope or associated cost estimate.

Deliverables: None.

Meetings: One meeting with County staff to review background documents and project scope/schedule. Additional phone or email correspondence with County staff, Placer Land Trust, or the PCCP consultant team on an as-needed basis.

3. Regulatory Agency Coordination

As directed by Client, Contractor will support coordination between Client and applicable regulatory agencies (e.g., USFWS Sacramento Fish and Wildlife Office, DFW North Central Regional office, USACE Sacramento Regulatory Office). We anticipate that support provided by Contractor under this task will include: 1) attendance by Matt Wacker and Steve Rottenborn at an initial orientation meeting with the agencies, 2) coordinating agency review of document outlines, and 3) coordinating agency review of draft document submittals. As issues arise that require discussion with the outside parties, including consultant teams working on other aspects of PCCP, we will work with the County to hold issue-resolution conference calls or meetings between the Client, applicable agency representatives, and PCCP consultant team representatives.

Deliverables: None

Meetings: One (1) orientation meeting of up to two (2) hours in duration. Other meetings as needed to discuss draft deliverables. Given the complexity of the project, the number of documents to be completed, and the project schedule, we have assumed that up to four (4) additional meetings of up to two (2) hours in duration would be required throughout the life of this project. These meetings will be attended by up to two (2) members of our team, always including Project Manager Matt Wacker, as well as Principal-in-Charge Steve Rottenborn or possibly other subject-matter experts, depending on the anticipated issues to be discussed.

4. Develop Habitat Management Plans & Templates

Following completion of Tasks 1 – 3, Contractor will develop site-specific long-term management plans (i.e., HMPs) for the Doty Ravine and Hidden Falls Regional Park preserves.

Each HMP will be developed according to regulatory agency templates and PCCP requirements and will incorporate agency-approved template language wherever appropriate. For the Doty Ravine preserve, the HMP will incorporate the existing HMP language, which may include copying and pasting relevant sections of text where appropriate. The HMPs will also include tables, photographs, and figures (e.g., maps) as appropriate. A detailed outline for each HMP will be developed, and the outline will be provided to the Client and agencies for review and comment prior to development of draft HMPs.

As part of this task, Contractor will work with the Client, agencies, and PCCP consultant team to ensure that the monitoring program for special-status species and other resources incorporated into the HMPs is consistent with the monitoring programs developed as part of the PCCP. Specific monitoring approaches, consistent with the PCCP, will be incorporated into the HMPs.

The HMP will also including a funding analysis that is consistent with the overall PCCP funding analysis. The Property Analysis Record (PAR) software, developed by the Center for Natural Lands Management, will be used to calculate the costs associated with implementation of the HMPs. The PAR will analyze two related costs: Initial and Capital costs and Endowment costs. We will prepare a PAR for each of the HMPs and incorporate the PAR report as an appendix to each document. Preparation of the PAR will require coordination with the Client and Placer Land Trust to verify labor costs, overhead costs, capitalization rates, and similar cost factors that influence the Initial and Capital and Endowment calculations.

If needed to inform management of each preserve or requested by regulatory agencies, focused management appendices such as an invasive plant management plan, herbicide application plan, or prescribed grazing plan will also be developed. We will discuss the need for focused management plan HMP appendices with the Client and the agencies during Task 3 to determine the need the expected level of detail for each plan. The completion of detailed appendices, if required by the agencies, may require a scope and budget amendment from the Client. We will discuss development of the HMPs and any agency-required appendices with the Client throughout the HMP development process, and we will attempt to incorporate all agency-required HMP appendices within our approved budget to the maximum extent possible.

Following development of the HMPs, Contractor will create three HMP templates to guide development of future HMPs for other preserves established through the PCCP. Similar to the outline for the HMPs, the proposed outline for the HMP templates will be circulated for input from both the Client and all applicable regulatory agencies. Because these are intended to guide future HMPs, it is expected that each template will essentially consist of an annotated outline describing, for the selected habitat type, specific management actions that would apply to that habitat type and the covered species that would be likely to be associated with that habitat type. HMP templates will be developed for three distinct plant communities or habitat types, which are expected to include Foothill Oak Woodland, Vernal Pool Grassland, and Valley-Foothill Riparian or other habitat types as directed by Client.

Deliverables: Administrative draft HMPs for the Doty Ravine and Hidden Falls Regional Park preserves as well as three (3) HMP templates for Client review and comment. Based on comments received, we will prepare draft HMPs/templates for Client and regulatory agency review, and, following receipt of additional comments, final drafts for final review by the Client and the regulatory agencies. Final HMPs/templates will be prepared incorporating all comments received on the draft documents.

Meetings: None (included elsewhere in our scope of work)



H. T. HARVEY & ASSOCIATES
ECOLOGICAL CONSULTANTS

Project Name: Placer County Development of Habitat Management Plans
HTH Project Number: 3491-01
Date: 13 June 2013

Staff Time Estimates

Task	Personnel Hours by Task										HTH Cost by Task	HTH Direct Expenses	GrassRoots	Total Project Cost
	Steve Rottenborn Principal, Wildlife Ecology	Matt Wacker Senior Restoration Ecologist	Debra Bishop Senior Associate Restoration Ecologist	Pat Reynolds Associate Restoration Ecologist	John Hunter Associate Plant Ecologist	Hilary White Restoration Ecologist	Charles McClain Restoration Ecologist	Laurel Kelly Landscape Architect	Graphic/GIS	Support				
1. Project Management	4	20	0	6	0	0	0	0	4	4	\$ 5,934	\$ 88		\$ 6,022
2. Background Information Gathering, Data Review, and Scoping	2	20	2	10	4	6	20	2	8	4	\$ 11,476	\$ 381		\$ 11,857
3. Regulatory Agency Coordination	10	20	0	0	0	0	0	0	0	4	\$ 5,730	\$ 128		\$ 5,858
4. Develop Habitat Management Plans & Templates	4	94	10	10	24	20	36	20	17	8	\$ 37,229	\$ 284	2,500	\$ 40,013
Total Labor Hours	20	154	12	26	28	26	56	22	29	20	Total Costs	\$881	\$2,500	Total Cost
TOTAL COST	\$ 4,300	\$ 25,102	\$ 2,328	\$ 4,654	\$ 5,012	\$ 3,406	\$ 7,336	\$ 3,586	\$ 3,045	\$ 1,600	\$60,369	\$881	\$2,750	\$64,000

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