

SUPPLEMENTAL SERVICES AGREEMENT NO. 1
LANDSCAPE ARCHITECTURE AND PLANNING SERVICES

THIS SUPPLEMENTAL SERVICES AGREEMENT NO. 1, hereinafter referred to as Supplemental Agreement, is made and entered into this _____ day of _____, 2024, by and between the County of Lake, hereinafter referred to as COUNTY, and Roach & Campbell Landscape Architecture, hereinafter referred to as CONSULTANT:

WITNESSETH:

WHEREAS, the COUNTY has entered into a General Services Agreement dated _____, with CONSULTANT to perform services in support of professional landscape architecture and planning services; and,

WHEREAS, the COUNTY and CONSULTANT now desire to also enter into this Supplemental Agreement with the scope of services described herein for environmental planning and preliminary design services for the future Cobb Park.

NOW, THEREFORE, IN CONSIDERATION OF the covenants and agreements herein set forth, it is hereby agreed:

1. The General Services Agreement remains in full force and effect, and in the performance of this Supplemental Agreement CONSULTANT is held to all provisions and the terms of the General Services Agreement.

2. PROJECTS

The projects covered by this Supplemental Agreement shall include the following:

Environmental planning and design development services for Cobb Park, to include a site plan, phasing plan, topographic survey, geotechnical report, environmental studies, and CEQA documentation.

3. SCOPE OF WORK

The scope of work covered by this Agreement is described in the Scope of Work and Cost Proposal prepared by CONSULTANT, which is attached as Exhibit "A".

4. COMPENSATION

As full compensation for all work or services to be provided by CONSULTANT hereunder, County shall make payments to CONSULTANT based on monthly invoices for all services performed under this Agreement. Invoices shall reference the project title and include a detailed breakdown of work items completed to date and the cost of work remaining. Invoices shall be separate for each facility. Payment will be based on time and materials. Invoices are due and payable upon receipt. The total fee for the project will not exceed \$213,743 without prior approval of the County. Upon satisfactory completion of services summarized in Exhibit "A", the final payment of any balance will be due upon receipt of the final invoice. The final invoice shall be submitted within 60-calendar days after completion of the CONSULTANT's work.

5. TERM

CONSULTANT shall begin immediately on the work as assigned and this AGREEMENT shall remain in full force for a period of two (2) years from the date of approval or until terminated by either party.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first written above.

County of Lake, a political
subdivision of the State of California

CONSULTANT

By _____
Chair, Board of Supervisors



Roach & Campbell Landscape Architecture

ATTEST: SUSAN PARKER
CLERK TO THE BOARD

By _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
COUNTY COUNSEL



EXHIBIT A



May 29, 2024

Lars Ewing, PE
Lake County Public Services
333 Second Street
Lakeport, CA 95453

(via email Lars.Ewing@lakecountyca.gov and Celia Hoberg at Celia.Hoberg@lakecountyca.gov)

**RE: COBB COMMUNITY PARK
16540 HWY 175, COBB CA
PROPOSAL FOR PROFESSIONAL DESIGN SERVICES**

Dear Lars;

Thank you for the invitation to propose on the Cobb Community Park project. The following is my understanding of the project, the phases and projected timeline. Proposed scope and fee follows.

I. Project Description

Design Development level plans, phasing exhibit, and CEQA permitting for Cobb Community Park (project), in Cobb, California.

This proposal is based on the Cobb Community Park Draft Concept Plans developed by Studio 1515 and dated December 5th, 2023, project call between Roach & Campbell and County Staff on April 2, 2024, and the on-site visit on April 17, 2024.

Our project team consists of ESA providing CEQA, LACO providing topographic surveying, and RGH providing geotechnical reporting.

II. Scope of Work

Task 1 – Kick Off and Project Management

1. Review the existing documents including the Draft (or Final if available) Lake County Master Plan recommendations, existing documentation, and notes and photos from the site visit completed on April 17th, 2024.
2. Attend a virtual kick-off meeting with ESA, Roach & Campbell, and County staff to review schedule, communication protocol, questions, CEQA approach and County tasks, and design approach. Roach & Campbell will provide an agenda and meeting summary.
3. Throughout project delivery, Roach & Campbell will provide monthly progress reports that describe efforts undertaken to date, potential problems and their resolution, critical path items, schedule status, and expected deliverables during the next reporting period. Regular coordination will occur throughout the project development process. It is assumed that in addition to meetings outlined in below tasks, R&C project management staff will also attend one (1) project team meeting in person as the direction of the County and will join phone calls and virtual meetings with staff as required. ESA will attend up to four (4) meetings virtually during the duration of the project.

Assumptions

- The duration of the project management and progress report/invoicing period is up to seventeen (17) months.

Task 2 – Site Plan

The Site Plan will evolve the Draft Concept Plan prepared by others to create a single sheet drawing that identifies the locations, sizes, and design intent of each of the elements with Cobb Park. These elements are anticipated to include natural surface trails, bridge crossing, benches and/or overlook elements, a gathering/informal performance space, native landscape garden with accessible (DG or paved) trails, picnic area with shade structure, natural playground, restroom building which will ideally utilize existing septic, and parking. The Site Plan does not include details of the various features or the final selection of products. The design intent of each feature or element will be conveyed through an associated exhibit of inspiration images and associated descriptions. The Site Plan will also include conceptual level grading, plant palette and identified planting and irrigation zones. The site plan task will also include a cost estimate and the development of the project description. The Site Plan and project description will be used as the basis of the CEQA documentation.

Task 2.1 – First Draft Site Plan

The First Draft Site Plan will be developed based on the topographic survey, document review, and feedback from the Kick-Off Meeting. Inspiration images will be included, and the plant palette and zones will be excluded. The associated project description will be developed to an 80% complete level, with assumptions that are more 'conservative', assuming larger areas of impact where the precise answers are unknown. The design and project description will be provided to the County for internal review and design feedback. After approval of the 80% level project description, it will be used to inform the areas of study for the Technical Studies in Task 5.

Roach & Campbell will attend one virtual meeting with County Staff to discuss the first draft site plan and County comments.

Task 2.2 – Second Draft Site Plan

After the 80% project description is confirmed and the County has reviewed the First Draft Site Plan, R&C, the County, and Tribal Representatives will meet to review the Second Draft Design and inspiration images in an interactive design charette with the Tribes. This in-person meeting will be hosted by the County, who will coordinate with the tribal representatives to identify one time and meeting location to host the in-person meeting.

The Second Draft Site Plan will then be developed based on feedback on the First Draft Site Plan, tribal representative input, supplemental topographic survey, and data from the technical studies. The data which will be provided by ESA to inform the Second Draft Site Plan will include top of bank, surveyed tree locations, and any identified rare plants, cultural sites, or other sensitive areas. The Second Draft Site Plan will include the plant palette and will identify the bridge crossing location and bridge/footing types to inform the geotechnical report. The associated project description will be developed to a 90% complete level, narrowing down the prior assumptions with more accurate information which will be incorporated into the development of the technical reports in Task 5.

As a part of the design, R&C will identify any questions or design items that would benefit from additional community input. We will prepare a memo with those questions and any associated imagery. The intent of the memo is to provide the necessary context to the County to bring the design questions to the community for presentation at the Cobb Community Council and/or at another community event. If desired, these questions can be identified and consolidated during the First Draft Site Plan, for presentation by the County between the First Draft Site Plan and Second Draft Design Plan.

This will be followed by an in-person meeting with County Staff to discuss the second draft site plan, community feedback, and County comments.

Task 2.3 – Final Site Plan and Phasing Diagram.

The Final Draft Site Plan will then be developed based on feedback on the Second Draft Site Plan, final technical reports, and geotechnical report. The Final Site Plan will include inspiration images, plant palette and overall opinion of probable cost. After County approval, the design and associated project description will be incorporated into the Initial Study (Task 6). After the Final Site Plan (Task 2.3) is approved, Roach & Campbell develop a Phasing plan that identifies a preferred Phase 1, and other reasonably grouped phases. This phasing will be based on the Opinion of Probable Cost, available budget and/or grant opportunities, and/or County/community priorities. R&C anticipates no more than two calls not exceeding one hour with the County to review the phasing approach.

Task 3 – Topographic Survey

LACO will prepare a topographic and boundary survey for the parcel located at 16540 State Hwy. 175 (APN 013-056-40). The subject parcel will be surveyed and mapped utilizing an Uncrewed Aerial Vehicle (UAV/drone) equipped with LiDAR and photogrammetric data collecting sensors and ultimately supplemented with conventional surveying data.

Task 3.1 - UAV Based Topographic Survey & Mapping

LACO will complete a topographic survey of the subject parcel utilizing a UAV to collect LiDAR and photogrammetric data. This data will be utilized to generate a DEM surface, digital orthomosaic photo and planimetric mapping of the site. Mapping limits are shown in Figure 1. Mapping will include:

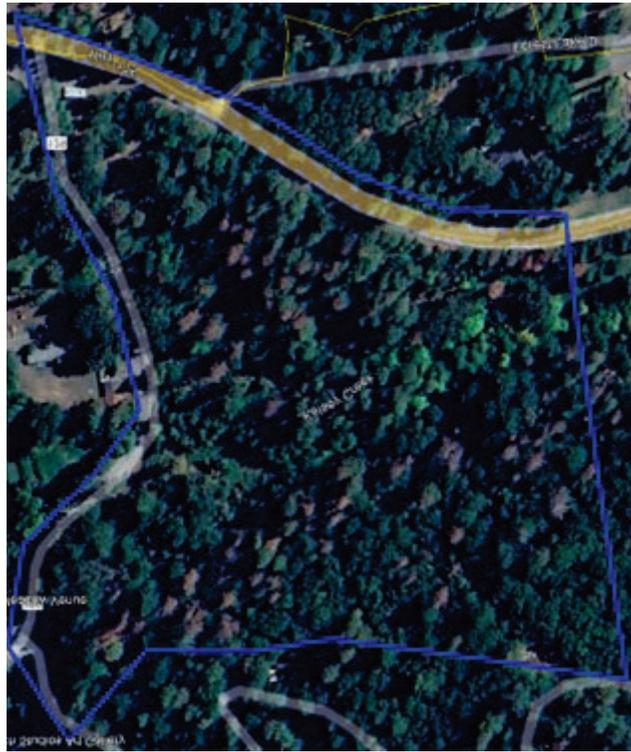
- a) Building Footprint of structures if any.
- b) Roads on and adjoining the property.
- c) Fences and other site improvements as can be identified from the UAV data.
- d) Individual trees will not be located as part of this task.
- e) Surface indications of underground utilities along with any existing utility markouts discernable from the UAV data. However, no attempt will be made to locate underground utilities.
- f) Boundary of subject parcel.

It should be noted that while LiDAR generally provides good data on wooded sites, areas with dense vegetation and undergrowth present a challenge. Therefore, mapping in these areas should be verified by conventional surveying techniques prior to beginning final design.

The mapping will be at a scale of 1"=60' with a 2 foot contour interval. Horizontal coordinates will be referenced to NAD83 and applicable California State Plane Zone with vertical elevations referenced to NAVD88. Dimensions to be in US Survey Feet and decimals thereof.

A signed and stamped electronic PDF Document will be delivered of the Topographic Map and digital orthomosaic photo. The survey work product will also be available as a 2024 AutoCAD Civil 3D Drawing File.

FIGURE 1



Task 3.2: Supplemental Survey

LACO will conduct a supplemental survey based on the preliminary design provided by the Client. The purpose of this survey is to provide additional information in areas of interest including the parking area, gathering area, and trail system. This mapping will include:

- g) Trees, buildings and surface indications of utilities near the parking and gathering area.
- h) Trees and other detail within 10 feet of the centerline of the proposed trail alignment.
- i) Trees, top of bank, and other features in the vicinity of the proposed bridge crossing of Kelsey Creek.

The fee for this task is based on the existing conceptual plan dated December 5, 2023. If there are significant changes to this plan the fee will need to be reevaluated. All supplemental mapping will be integrated into the preliminary UAV mapping provided in Task 3.1.

Task 3.3 Boundary Line Retracement (Optional Task)

Task 3.3 can support a full Boundary Line Retracement as is outlined below, or it can support a portion of boundary line retracement work and/or other topographic survey efforts as requested by the County up to the budgeted amount.

Initial research of record data indicates that this parcel was surveyed, and a Record of Survey was filed in 2004. LACO will perform a boundary line survey, retracing and recovering existing monumentation and boundary evidence necessary to establish boundary lines as described in Client's Vesting Deed and shown on the existing Record of Survey.

It is anticipated that the monumentation as shown on the Record of Survey will be found in its recorded location. If a discrepancy with the record is identified, or the original monuments cannot be located, additional work will be required to complete the survey. If this is found to be the case, LACO will prepare a Service Agreement Amendment (SAA) for review and approval by the Client prior to proceeding with the survey. If the Client chooses not to proceed with the survey, the Client will be invoiced only for the time expended to that point, and work on the survey will be suspended.

It should be noted that boundary determinations may disclose unseen or unknown conflicts between record documents and/or between record documents and the location of physical improvements. While these conflicts are generally inconsequential, occasionally issues arise that may have a significant impact on title. Thus, if in the process of conducting the research, fieldwork or analysis, LACO identifies a significant boundary or title conflict, a plat showing the revealed conditions will be prepared and a meeting with the Client will be scheduled to discuss the problem and provide alternatives for possible resolution. If the Client chooses not to proceed with the survey, the Client will be invoiced only for the time expended to that point, and work on the survey will be suspended.

LACO will flag existing boundary corner monuments found. Missing monuments will not be reset.

The Topographic Survey task is developed based on the following assumptions and exclusions:

- LACO will determine boundary lines based on found boundary monuments and shown on the topographic map.
- LACO will flag existing boundary corner monuments found. Missing monuments will not be reset.
- If Applicable, LACO is not responsible for application and/or permit fees.
- LACO assumes free and unrestricted access to the project site over the duration of our contract.
- Boundary Line Surveys are governed by California Business and Professions Code 8762 of the Professional Land Surveyors' Act. A boundary line survey and the delineation of a boundary line on a map may require one of the following filings.
 - The preparation and filing of a Corner Record is required when replacing a missing boundary corner monument in its original position. The Corner Record is reviewed and approved by the County Surveyor and filed in their office. LACO will prepare a Corner Record as specified under California Business and Professions Code 8773 of the Professional Land Surveyors' Act and process the Corner Record to approval with the County Surveyor's Office. The Corner Record will delineate record boundary line dimensions, record corner monuments found, and new monuments set. Costs to process and file the Corner Record with the County are the responsibility of Client and if paid on behalf of Client, will be invoiced for reimbursement.
 - The preparation and filing of a Record of Survey Map is required when establishing a deed call boundary line not shown on a map of record or if material discrepancy or alternate positions of lines or points with official records exist. LACO will prepare a Record of Survey Map as defined under California Business and Professions Code 8762 of the Professional Land Surveyors' Act. LACO will process the map to approval with the County Surveyor's Office and file with the County Recorder's Office. The Map will delineate a basis of bearing, boundary line dimensions, monuments found, and monuments set. Costs to process and file the Record of Survey Map with the County are the responsibility of Client and if paid on behalf of Client, will be invoiced for reimbursement.
- The necessity for the preparation and filing of a Corner Record or Record of Survey Map may not be known at the time of engagement, only to be discovered during the survey. This task is not included with this scope of services and if the survey requires the preparation and filing of a Corner Record or Record of Survey Map, LACO will notify the Client and a Service Agreement Amendment will be prepared before proceeding any further with the survey.
- When estimating the scope and fee for a boundary line survey, assumptions are made with regards to the successful recovery of previously set survey monuments. Failure to recover a survey monument due to disturbance or destruction complicates the survey, may constitute a material discrepancy and adds time to complete the survey. When applicable, LACO will notify the Client of the circumstance and adjust the scope and fee accordingly with a Service Agreement Amendment.
- Land Surveyors are permitted by law to enter private property. (California Business and Professions 8774). Land Surveyors are exempt by law from trespass in performance of their duties. (Penal Code

602.8). The survey may require entry upon adjoining lands. If so, an effort will be made to provide advance notice of the survey to adjoining property owners.

- County will notify LACO of animals that require restraint, potential hazards such as electric fences or obstructions such as locked gates.
- Removal of vegetation may be necessary for line of sight during the survey. Our surveyors will minimize clearing to the best of their ability.
- Holes may need to be excavated to recover survey markers. Holes dug will be filled upon completion of the survey.

Task 4 – Geotechnical Report

RGH will perform a background review of selected published geologic information pertinent to the site. Our engineer or geologist will conduct a reconnaissance of the site to identify optimum exploration locations for the planned improvements and mark potential exploration locations with painted white stakes or paint. We will submit a locating ticket to Underground Service Alert (USA/811) so that their members will mark the locations of their utilities. As required, we will obtain a drilling permit from the County of Lake Health Services Department and submit a Serpentine Dust Control Plan as required by Lake County Air Quality Management District.

Once cleared by USA and the permits obtained, RGH will explore the subsurface conditions within the area of the restroom building, shade structure, adventure playground, amphitheater, and parking lot by drilling four to five borings, each on the order of 5 to 15 feet deep, depending on the planned improvement, using a Bobcat-mounted auger rig. At the bridge location, we will drill one boring at each abutment location to depths of 10 to 15 feet deep or at least 5 feet below the creek bottom or to refusal using the same Bobcat-mounted drill rig. Clearing will be required to access the two bridge boring locations. Our engineer or geologist will log the borings and obtain bulk and relatively undisturbed samples for visual examination, classification, and laboratory testing. Selected samples representative of the material types encountered may be laboratory tested to determine certain characteristics pertinent to our analysis.

Based on the geologic literature review and analysis of the field and laboratory work, we will present the following geotechnical information and recommendations in a written report:

- A brief description of soil, bedrock, and groundwater conditions observed during our study;
- A discussion of seismic hazards that may affect the proposed improvements;
- Seismic design criteria per guidelines in the current California Building Code;
- Primary geotechnical engineering concerns and mitigating measures;
- Site preparation and grading including treatment of weak and/or expansive surface soil;
- Alternative foundation types, design criteria, and settlement behavior;
- Lateral forces for retaining and abutment wall design;
- Support of concrete slabs-on-grade;
- Preliminary pavement sections;
- Backfilling of utility trenches;
- Geotechnical engineering drainage improvements; and
- Supplemental geotechnical engineering services

Following preparation of our report, we will remain available for consultation during the final stages of design which includes clarification of geotechnical design parameters to the design team, if required, and

review of the project plans for conformance with the recommendations in our soils report. Our comments, if any, will be provided to the project team. Once addressed, we will provide review letters. If needed.

The Geotechnical Report is based on the following assumptions and exclusions:

This scope of services does not include construction observation and testing, including site visits during construction, nor does it include the determination or evaluation of the presence or absence of hazardous materials, toxic mold or the corrosion potential of the site soils/rock or providing provisions for controlling moisture vapor migration through slabs. Construction observation and testing services, including special inspection, can be provided upon request. A scope of services and fee estimate for those services would be submitted under separate cover.

Task 5 – Environmental Technical Studies

The environmental permitting work within Tasks 5 and 6 are developed by ESA based on the following project understanding: The County proposes to construct a 12.88-acre park at 16540 State Highway 175, in Cobb, CA east of the intersection of Highway 175 and Golf Road. This would include but not be limited to park amenities shown on the L-1.0 Cobb Community Park CONCEPT PLAN (dated December 5, 2023). The concept plan includes approximately 36 parking spaces in a circular lot (allowing for two points of egress onto Golf Road), a restroom, a shaded picnic area with barbecues and multiple tables, a playground, an amphitheater/stage area, turf areas, multi-use/natural trails, a pedestrian bridge over Kelsey Creek, and two (2) creek overlooks. Our understanding is that the concept plan will undergo further refinements and will be informed by early studies. Furthermore, our understanding is that there are no utilities currently provided to the project site, with the exception of a septic system that would continue to be used as part of the project. A well (as part of a separate project) would be constructed, and electricity would also be provided to the project site.

Task 5 includes description of standalone biological resources (optional wetland delineation), cultural resources, tribal cultural resources, and hazardous materials (optional Phase I ESA) technical studies and efforts. These studies will inform the site plan design and the CEQA document.

Task 5.1 Environmental Studies

Task 5.1a – Biological Reconnaissance and Reporting

To become familiar with site conditions, ESA staff will conduct a desktop review of natural resource reports for the project site and surrounding area. U.S. Fish and Wildlife Service, California Native Plant Society (CNPS) and California Department of Fish and Wildlife (CDFW) databases, and aerial photos. ESA will develop a list of special-status species that have been recorded or have potential to occur in the area.

Following the preliminary data review, ESA will conduct a site reconnaissance survey to determine which biological resources are present or could potentially be present. The survey will focus primarily on the area proposed for development in the western portion of the site. The assessment will be conducted by a biologist qualified to evaluate the presence of wetlands, riparian corridors, or other sensitive communities on the site; and the potential for rare plant and wildlife species to be present. Habitats will be mapped using field maps, GPS, and/or aerial imagery. The survey will include mapping the top of bank of Kelsey Creek and the approximate extent of riparian habitat.

ESA will then prepare a biological resources technical report (BRTR), including a summary of existing conditions based on the information gathered earlier; a summary and evaluation of federal, State, and local policies and regulations as they pertain to biological resources; and recommended avoidance and minimization measures necessary to reduce environmental impacts and simplify permitting requirements. Under this task ESA will provide necessary project management services including internal review, meetings and communications, scheduling, and accounting for biological survey work. Included in the BRTR will be a habitat map, which

delineates the top of bank of Kelsey Creek, a potential to occur species table, a summary of relevant environmental regulations and permits, and avoidance and minimization recommendations.

Deliverables/Site Visit

- Reconnaissance-level site visit (assumes two [2] biologists on one [1] day)
- Draft and Final Biological Resources Technical Report (BRTR)

Assumptions

- The biological reconnaissance survey is proposed by two (2) ESA biologists. To the extent possible, coordination with a representative from the County (ideally onsite or available nearby the site) will be arranged ahead of time for safety purposes.
- The biological reconnaissance survey will identify the potential need for follow-up botanical surveys. Formal botanical surveys are not included in this scope of work. Botanical surveys may be recommended if there is moderate to high likelihood of rare plants occurring in areas proposed for development. The geology of this area has the potential to support rare, serpentine dependent species; however, aerial review and initial site assessment indicate closed canopy and high prevalence of invasive species may limit the potential for rare plant species.

Task 5.1b – Tree Survey

Two (2) ESA biologists will conduct an inventory on foot of all trees greater than 5” diameter-at-breast height (DBH) within the area anticipated to be developed for parking, picnic tables, playground, and amphitheater. The location, species, DBH, and health determination (good, fair, or poor) for each tree will be recorded. Tree tagging is not included in this scope. ESA will produce a table quantifying the number and species of trees within the potential development area that would potentially be removed by the project.

ESA biologists will also walk the length of Kelsey Creek where the proposed pedestrian bridge may be constructed. Tree species, density, and average DBH will be estimated in this area. Locations with low tree density that could serve as good locations for the crossing based on low potential biological impacts, would be noted on a map. ESA would prepare a short memorandum describing the results of the tree survey with recommendations to avoid tree impacts.

Site Visit/Deliverables

- Tree inventory, by two (2) biologists on one (1) day
- Draft and Final Tree Memorandum

Assumptions

- ESA assumes two (2) biologists/surveyors can document up to 100 trees in a day and one (1) day will be needed for the tree survey. This survey will only focus on primary development areas and will not cover the whole site or locations of trails. It is assumed that tree impacts will be avoided as part of the trail design. If this task requires mapping more than 100 trees, additional time may be necessary to complete the survey at an additional cost.
- The tree survey will be used to satisfy Lake County Grading Ordinance requirements for clearing of vegetation. It is assumed that riparian trees regulated by CDFW can be avoided through project design and therefore will not be inventoried at this time.
- One (1) sub-meter accuracy GPS mobile unit will be provided for each survey day.
- Accessible areas within the area proposed for development will be walked. Inaccessible areas (e.g., due to blackberry thickets or other obstructions) will be viewed from a distance using binoculars. If tree trunks cannot be accessed for measurement, size will be estimated.

Task 5.1c – Wetland Delineation – OPTIONAL TASK

Should potential wetlands be observed in the area that is currently proposed to be developed, and these features cannot be avoided through project design, then ESA proposes this task to

conduct a formal wetland delineation (Aquatic Resources Delineation Report or ARDR) of the site. The ARDR would be used to support permit applications for the U.S. Army Corps of Engineers and Bay Regional Water Quality Control Board (RWQCB). USACE jurisdiction will be determined in the field using indicators in the USACE 1987 wetland delineation manual and any applicable regional supplements. Regional Water Quality Control Board (RWQCB) jurisdiction will be determined per recently adopted State Procedures for Discharges of Dredged/Fill Material to Waters of the State. The report will include methods, results, a graphic depicting the approximate size and location of any jurisdictional areas, and copies of field data sheets.

Deliverables

- Draft and Final ARDR

Assumptions

- If potential aquatic resources can be avoided then an ARDR would not be required for the project.

Task 5.2 – Cultural Resources

Task 5.2a – Cultural Resources Analyses

Preliminary research indicates that the existing building at 15640 Highway 175 meets the minimum age-threshold (45 years or older) for consideration as a historical resource. ESA cultural resources staff will complete a historic resource evaluation for 15640 Highway 175 that will support an assessment of potential impacts (direct and indirect) that could result from the project. An ESA qualified architectural historian will conduct archival research and perform a site visit to identify and record the building. An evaluation will be prepared that includes the findings of the research and site visit and evaluates the building for eligibility for the National Register of Historic Places, California Register of Historical Resources, and local registers. The findings of the evaluation will be used to support completion of the cultural resources chapter of the CEQA document and will be compliant with Section 106 of the National Historic Preservation Act (as needed for federal funding or permits). To determine the archaeological sensitivity of the project site, ESA staff will conduct background research at the Northwest Information Center (NWIC) of the California Historical Resources Information System and a surface survey of the project site. The findings will be documented in a brief memorandum to support the cultural resources chapter of the CEQA document and Section 106 (as needed). Recommendations will include protocol to follow in the event of an inadvertent discovery of archaeological materials or human remains. Subsurface testing is not included in this scope of work and would be scoped separately if deemed necessary. The above cultural resources efforts include a \$500 NWIC fee and travel.

Site Visit/Deliverables

- Site Visit, assumes one (1) architectural historian, on one (1) day
- Built environment evaluation (memo)
- Archaeological resources memorandum

Task 5.2b – Tribal Cultural Resources Analyses

ESA will contact the Native American Heritage Commission (NAHC) to request information on known sacred sites in the project vicinity. ESA will draft letters for the County to send to tribes who have requested consultation in compliance with Public Resources Code Section 21080.3 (Assembly Bill 52). This scope assumes up to two (2) virtual meetings with Native American tribes. The results of the consultation effort will support completion of the tribal cultural resources chapter of the CEQA document and will include mitigation to reduce impacts to a less-than-significant level such as monitoring during project implementation, actions to follow in the event of an inadvertent discovery of archaeological materials or human remains, and interpretive or educational programs.

Deliverables/Site Visit

- NAHC Draft Letters

- Up to two (2) virtual one (1) hour meetings

Task 5.3 – Phase I Environmental Site Assessment – OPTIONAL TASK

ESA has preliminarily determined that preparation of a Phase I Environmental Site Assessment (Phase I ESA) is not required to inform a CEQA IS/MND. However, as the existing 'real estate' building located at 16540 Highway 175 is proposed for demolition, there is potential for exposure to asbestos and lead based paint, and the desire for a Phase I ESA may exist in the future. As such, a Phase I ESA is included in this scope as an optional task. Preparation of a Phase I ESA could be conducted by Crawford & Associates, Inc. and would include the following (refer to the attached detailed scope of work from Crawford & Associates, Inc.) tasks, summarized as follows:

- Historical Records. Review of historical aerial photographs and topographic maps.
- Environmental Records Review. Review of federal, state, local, and tribal environmental agency databases.
- Reconnaissance. Performance of a reconnaissance survey of the subject property.
- Interviews. If warranted, interviews of persons knowledgeable of past uses of the property.
- Environmental Sampling. Inspection for asbestos and asbestos-containing construction materials and lead-based paint.
- Reporting. A Phase I ESA report will be prepared.

Site Visits/Deliverables

- Reconnaissance visit, testing
- Draft and Final Phase I ESA

Task 6 – Environmental Document (Initial Study/Mitigated Negative Declaration)

As previously described, an IS/MND that fully complies with the State CEQA Guidelines will be prepared. This includes an Admin Draft and Public Draft. As part of this effort, ESA can draft the Notice of Intent (NOI) for an anticipated 21-30 day public review period (ESA will coordinate with County Planning on their preferences). This assumes the County will address noticing and posting at the State Clearinghouse (via CEQASubmit), as applicable. It also assumes that any fees related to filing will be addressed by the County (including fees to the County Clerk or CDFW). All files will be provided electronically. ESA will support the County in preparing responses to comments (up to 10 unique comments) in a standalone document. It is assumed that none of the responses will require additional technical effort. ESA can support the County with draft of a Notice of Determination (NOD). As part of the IS/MND, up to four (4) figures/graphics will be included in the IS/MND, based on available mapping and plans provided by R&C and the County. Additional detail on the level of information to be provided in the IS/MND for the following environmental topics is as follows:

Aesthetics, Agricultural Resources, Mineral Resources, Land Use, Population and Housing, Public Services, Recreation, Transportation, Utilities, and Wildfire

The environmental topics listed above will be qualitatively addressed in the IS/MND. This scope of work assumes that no standalone analyses shall be required, and that background information related to these topics (as part of the Project Kickoff/Project Description effort) shall be provided by the County and/or are publicly available. For each of these topics, the text will identify which, if any, impacts are significant and present mitigation.

Assumptions

- The visual/aesthetic analysis does not include or analyze any simulations. The County will provide information on any proposed lighting (or sources of glare) during construction or operation.
- The County will provide information on proposed utilities, including the existing septic tank and well to be provided separately.
- Detailed traffic/transportation (i.e., Vehicle Miles Traveled [VMT]) analysis is not included nor is it required by the County. The project is not anticipated to generate or attract substantial trips (equal or greater than 110 trips) per day. Furthermore, the project site is located 0.4

miles from the closest transit stop (Hardester's Market). County staff will assist with coordination for information from DOT, and provide fire and police contacts, as it relates to traffic/transportation, evacuation, and emergency access and response. Should a traffic/transportation analysis be desired, it can be accommodated under separate scope and budget.

Air Quality, Greenhouse Gas, and Energy

The proposed project is located within the Lake County Air Quality Management District (LKAQMD), which is in attainment for all federal and state criteria air pollutants. ESA will estimate construction and operational emissions of criteria air pollutants and greenhouse gases associated with the proposed project. ESA will model the construction emissions using the most recent version of the California Emissions Estimator Model (currently CalEEMod Version 2022.1). The analysis will use CalEEMod defaults for construction equipment and schedule, based on the size and description of the park and facilities, resulting in an estimate of average daily construction emissions associated with the construction. ESA will also use this CalEEMod modeling to calculate operational emissions from vehicle trips. Project construction and operational emissions will be compared to LKAQMD Rule 602 permitting thresholds and any greenhouse gas thresholds, as LKAQMD does not have thresholds of significance for CEQA projects.

Assumptions

- CalEEMod v.2022.1 will be used to calculate trip generation.

Geology and Soils

ESA will use the information from a preliminary geotechnical investigation to inform the IS/MND. This information will be augmented through a literature and website search. The California Building Code (CBC) requires a geotechnical investigation that describes site geotechnical conditions and provides geotechnical recommendations to address geotechnical issues, such as unstable geologic units or soils. Preparation of the geotechnical investigation is a condition of permit approval for the proposed project. ESA will research potential geology, seismicity, soils, and paleontological resources related impacts of the proposed project in accordance with CEQA requirements. The evaluation will address whether implementation of the proposed project would result in significant impacts to the public or the environment. ESA will review reports, maps and GIS data to identify and summarize geological, seismic, soil, and paleontological resource conditions in the project area; incorporate information and data provided in the County General Plan; identify the relevant regulations, building codes and standards, and local ordinances that would apply – discussing how requirements of the CBC and local codes address seismic, unstable soils, and stormwater issues; describe the project grading and construction, amount of disturbance, cut/fill, and final topographic configurations; methods to manage erosion and determine what geologic hazards remain; and identify which, if any, impacts are significant and present mitigation.

Hazards and Hazardous Materials

Hazards and hazardous materials information will be acquired through a literature and website search. The primary hazards and hazardous materials issues would be construction activities and previous uses of the site. Although hazardous materials would be used during the construction of structures and the operation of facilities, the transportation, use, storage, and disposal of hazardous materials is heavily regulated and compliance with the law is anticipated to reduce risks of exposure. ESA will evaluate potential hazards and hazardous materials issues that have the potential to affect the redevelopment of the subject property in support of CEQA documentation. The evaluation will address whether implementation of the proposed project would result in significant impacts to the public or the environment relative to hazardous materials. ESA will develop a site-specific setting of the environmental conditions using published reports and maps, identify the relevant regulations, building codes and standards, and local ordinances that would apply; describe the proposed project including the anticipated types of chemicals that could be used and methods of storage and management of stormwater; and identify which, if any, impacts are significant and present mitigation.

Hydrology and Water Quality

ESA will conduct a desktop review of available information to assess potential hydrology and water quality impacts. The evaluation will assess whether the proposed project will violate water quality standards or otherwise substantially degrade surface or groundwater quality along with the other hydrologic and water quality questions. Existing and proposed drainage will be evaluated along with potential effects associated with flooding, as applicable. If a site plan or preliminary engineering is prepared, such information will inform the review. The evaluation will consider hydrology and water quality impacts to Kelsey Creek in particular. Sources may also include readily available public information such as groundwater sustainability plans, regional water quality control plans, local watershed information, etc. If measures are proposed that limit sedimentation of the creek, such as best management practices proposed as part of a Stormwater Pollution Prevention Plan (SWPPP), those measures can be incorporated into the project design and noted as part of the CEQA review.

Noise

Noise and vibration impacts will be evaluated and generally will address construction noise and vibration, and stationary source noise from the playground. ESA will estimate existing noise levels based on General Plan noise contours for the adjacent State Route 175 to establish existing noise conditions. Federal, state and County noise policies, regulations, and project development areas, as they would pertain to development under the project will be summarized including applicable noise ordinance sections and existing General Plan policies.

ESA will estimate the noise levels likely to be generated by construction equipment based either on an estimated equipment list from data compiled for construction of proposed park land use development or using default equipment assumptions of the air quality model used in the analysis of impacts to air resources. Predicted noise levels will be assessed relative to existing standards contained in the County noise ordinance that limit construction noise. Construction impacts will also be assessed in terms of the increase over existing ambient noise levels using the Roadway Noise Construction Model and provided for a series of assumed distances and presented in a tabular format. ESA will also provide a discussion of construction-related vibration impacts that will address the potential for building damage to adjacent structures as well as for annoyance to adjacent receptors. Operational noise analysis will also generally describe potential noise that may result from playgrounds and potential performances at the proposed stage/amphitheater. Roadside noise increases from vehicle trips will be qualitatively addressed based on the estimated trip generation for the project (determined in the air quality analysis).

Deliverables

- Admin Draft IS/MND, Public Draft IS/MND, Final IS/MND/Response to Comments
- NOI and NOD, as requested by County Planning

Assumptions

- The CEQA document to be prepared is an IS/MND
- All deliverables will be shared in Microsoft Word (MS Word) or Adobe Portable Document Format (PDF), electronically. Preparation of up to four (4) figures/graphics are included. No hard copies are included.

III. Assumptions for all tasks

- The design team will coordinate with the County ahead of any site visits/surveys, and this scope of work assumes all areas will be publicly accessible and no keys, gate codes, or special access to private property will be necessary.
- No scope or effort to support permitting activities is included.
- This scope of work presumes the lead agency under CEQA is the County.

- This scope of work excludes public noticing, public outreach, payment of CEQA filing fees and any other fees not specifically mentioned, primary coordination/consultation with Native American Tribes and associated recordkeeping.
- It is assumed relevant background material and all available studies/reports applicable to the project site will be provided by the County.
- The County will be present for and host any public meetings and/or presentations.
- This scope does not include any colored plan graphics or design renderings.
- The design excludes roadway improvements including curb, gutter and sidewalk.
- This scope includes only design development level Landscape Drawings and excludes Civil, Structural, or Electrical engineering services.
- This scope excludes utility company/entity application processing and/or coordination.
- This scope excludes SWPP documentation and/or erosion control plans.
- All deliverables will be delivered electronically unless specifically noted.
- County will provide well design and location for coordination with our project. The well environmental clearance and permitting will be completed by County or others.

IV. Schedule

See Attachment A for draft schedule.

V. Fee Proposal (reimbursable expenses are included in each task fee)

<u>Task</u>	<u>Description</u>	<u>Not to Exceed Fee</u>
1	Kick-off and Project Management	\$20,700
2.1	First Draft Site Plan	\$9,380
2.2	Second Draft Site Plan and Tribal Meeting	\$11,830
2.3	Final Site Plan and Phasing Plan	\$10,250
3.1	UAV Based Topographic Survey & Mapping	\$11,855
3.2	Supplemental Survey	\$20,988
4	Geotechnical Report	\$31,460*
5.1	Environmental Studies	\$29,700
5.2	Cultural Studies	\$15,730
6	Environmental Document	\$51,070
TOTAL FEE including excluding optional tasks		<u>\$213,743</u>

3.3	<i>Boundary Line Retracement (Optional)</i>	\$10,637
5.1c	<i>Wetland Delineation (Optional)</i>	\$14,750
5.3	<i>Phase 1 ESA (Optional)</i>	\$19,620

**If fees from the County for geotechnical permits are waived, cost is anticipated to be reduced by \$1,342.*

VI. Compensation Terms

- A. Additional services are not included under this proposal. If requested and authorized in writing by the Client, such services will be billed on a “time and materials” basis at the following hourly rates:
- | | |
|-------------------------------|-------|
| Principal Landscape Architect | \$185 |
| Landscape Architect | \$155 |
| Landscape Designer | \$125 |
| Support Staff | \$75 |
- B. Services and fees for other disciplines (topographic survey, Geotechnical survey, and environmental permitting) as listed above **are** included in this proposal. Such services are billed at a markup of 1.15 times actual cost.
- C. Services and fees for items not listed above, as well as for other disciplines (electrical engineering, structural engineering) **are not** included in this proposal. Such services, if required, will be retained upon authorization by the Client and billed at 1.15 times actual cost.
- D. Reimbursable expenses **are** included in the above proposed fee schedule. Such expenses include, but are not limited to, telecommunication charges, lodging, mileage, and travel out of town, reprographics, postage, rental of equipment and vehicles, delivery charges, project-related supplies, and soil fertility testing. Charges for reimbursable expenses are computed at 1.15 times actual cost.
- E. If the Client makes a decision which involves additional services and expenses for changes in the drawings, specifications or other documents, or if the Landscape Architect or subconsultants incur labor or expenses due to delays caused by the Client or a Contractor, the Landscape Architect is to be paid by the Client for such additional services, expenses, or legal fees that may be incurred. This will include changes in the site plan after work commences by the Landscape Architect.
- F. Additional expense incurred by the Landscape Architect during construction due to changes in the site plan or contract documents caused by failure of the Client to provide adequate information will not be the responsibility of the Landscape Architect. Services that may be necessary to correct the contract documents will be billed as additional services.
- G. Invoices will be submitted monthly based on work completed for that billing cycle. Accounts are due and payable within thirty days of receipt at the offices of Roach & Campbell, in Sacramento, California. A finance charge of 1 1/2% per month, or the maximum amount allowed by law, will be charged on past due accounts. Failure to remit payment will justify cessation of further services. The prevailing party will pay legal expenses necessary for the collection of delinquent fees.

VII. Miscellaneous

- A. All drawings, specifications, other data and instruments of services, are to remain the property of the Landscape Architect whether the project for which they are created is executed or not. The Client will be permitted to retain copies, including reproduces of drawings and specifications for information and reference. The Client will not use the drawings and specifications in part or in whole on any other project without the written consent of the Landscape Architect.
- B. If the Client retains the services of a value engineering (VE) consultant to review the Construction Documents prepared for this project by the Landscape Architect, it shall be at the Client’s sole expense and shall be performed in a timely manner so as not to delay the

- orderly progress of the Landscape Architect's services. All recommendations of the VE consultant shall be given to the Landscape Architect for review, and adequate time shall be provided for the Landscape Architect to respond to the recommendations. The Landscape Architect shall be compensated separately, as additional services, for all time spent to review the recommendations of the VE consultant and to incorporate the changes accepted by the Client and the Landscape Architect. If the Landscape Architect objects to any recommendations made by the VE consultant, the Landscape Architect shall so state in writing to the Client, along with the reasons for objecting. If the Client insists on incorporating in the Construction Documents any changes to which the Landscape Architect has objected in writing, the Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the Landscape Architect harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) which arise in connection with or as a result of the incorporation of such changes insisted upon by the client.
- C. The Client agrees to defend, indemnify, and hold us and our partners, directors, attorneys, employees, and agents harmless against any harm or expense whatever arising out or resulting from any claim, demand, action or suit against us, the Client, or anyone else, by any person or entity who is not a party to this agreement, that arises out of this project, regardless of the nature of the claim. In the event that such a claim, demand, action, or suit is brought against us, the Client will promptly respond to it. However, if such an action or suit is actually brought before any court or other tribunal, we will have the right, but not the obligation, to select counsel of our choosing to represent us and our officers, directors, attorneys, employees, and agents in that action or suit. In that event, the Client will pay such counsel any retainer, fees, costs, advances, or reimbursements of expenses required by such counsel in connection with the action or suit under the terms of its engagement to us.
 - D. The Client will identify the Landscape Architect as the Landscape Architect of record for all publicity issued on the project, including awards, job signs, magazine/periodical and newspaper articles and press releases, etc.; and the Landscape Architect will provide at its sole expense graphic materials reasonably requested by the Client for such publicity.
 - E. The Client acknowledges and agrees that proper maintenance is required after the Project is complete. A lack of or improper maintenance may result in damage to property or persons. Client further acknowledges that, as between the parties to this agreement, Client is solely responsible for the results of any lack of or improper maintenance.
 - F. This fee proposal shall be valid for ninety (90) days from the date of proposal. We reserve the right to resubmit this fee proposal if the contract is not executed within this ninety (90) day period.
 - G. Landscape architects are licensed by the State of California. Any question concerning a landscape architect may be referred to the Landscape Architects Technical Committee at: 2420 Del Paso Road, Suite 105, Sacramento, California 95834, (916) 575-7230.

We look forward to working with you. If you have any questions regarding this proposal whatsoever, please do not hesitate to call. We'll begin work upon your written authorization to proceed.

Sincerely,



Jessamyn Lett, ASLA
CRLA 6555



David Campbell, ASLA, LEED® AP
CRLA 5044, CLIA 6629

Accepted by:

(Name)
For: (Client)

Date

