

SUPPLEMENTAL SERVICES AGREEMENT NO. 2
LANDSCAPE ARCHITECTURE AND PLANNING SERVICES

THIS SUPPLEMENTAL SERVICES AGREEMENT NO. 2, hereinafter referred to as Supplemental Agreement, is made and entered into this _____ day of _____, 2026, 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 June 18, 2024, 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 the preparation of final design, construction documents, and Land and Water Conservation Fund (LWCF) grant requirements for the Cobb Park Project.

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:

Prepare construction documents and federalize the Cobb Park Project, to include final

design development, construction documents, NEPA compliance, and aquatic resources delineation.

3. SCOPE OF WORK

The scope of work covered by this Agreement is described in the Proposal for Professional Design Services prepared by CONSULTANT, which is attached as Exhibit "A". Tasks listed as optional are not authorized but may be incorporated into this agreement by future amendment.

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. Payment will be based on time and materials. Invoices are due and payable upon receipt. The total fee for the project will not exceed \$351,400 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.

//

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
William Roach, President, Roach
Campbell, Inc.

ATTEST: SUSAN PARKER
CLERK TO THE BOARD

By _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
COUNTY COUNSEL



EXHIBIT A



Revised June 16, 2026

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

(via email Lars.Ewing@lakecountyca.gov)

**RE: COBB COMMUNITY PARK
166540 HWY 175, COBB CA
PROPOSAL FOR PROFESSIONAL DESIGN SERVICES**

Dear Mr. Ewing;

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

I. Project Description

Prepare construction documents and federalize the CEQA IS/MND for the Cobb Community Park Project (project), in Cobb, California.

The following design effort is based on the Cobb Community Park Concept Plan developed by Roach & Campbell and dated October 28, 2025. The design will include all elements within the concept plan except the creek restoration. The four-stall parking lot in the north corner is anticipated to be a gravel lot..

The County has received Land and Water Conservation Fund (LWCF) grant funding as an eligible "local agency applicant" for recreation acquisition or development, requiring federalization of the CEQA document. The following federalization effort is based off the approved IS/MND developed by ESA and the NEPA compliance will reflect the concept design.

We have adjusted our project team to suit the needs of this project. Included in this proposal is:

- Civil engineering by RSA+
- Electrical engineering by Capital Engineering
- Environmental planning by Acorn Environmental
- Structural engineering by J Martin Consulting Group

II. Scope of Work

Task 1 – Kick-off and Project Management

Attend a virtual CEQA kick-off meeting with Acorn, Roach & Campbell, and County staff to review schedule, communication protocol, questions, and NEPA approach and County tasks. Roach & Campbell will provide an agenda and meeting summary.

Attend a virtual design kick-off meeting with RSA+, Roach & Campbell, and County staff to review schedule, design approach, and questions. Roach & Campbell will provide an agenda and meeting summary. We will also attend virtual meetings at the completion of each deliverable to review County comments, and at the beginning of Agency Review and Bidding Support, and Construction Support tasks to kick off those phases.

Throughout project delivery, Roach & Campbell will attend monthly virtual check-in meetings with County staff to provide progress reports, critical path items, schedule status, and expected deliverables. Regular coordination will occur throughout the project development process. It is assumed that in addition to the meetings outlined, R&C project 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.

To support the County in presenting the design to the various internal agencies, we will attend calls or virtual meetings to discuss any design questions, or as required to resolve any conflicting feedback.

Task 2 – Design Development (60% complete)

Upon notice to proceed, we will begin the design development plans for all work included in the conceptual plan excepting the four-stall parking lot, the creek restoration, and the trail design. Plans will be approximately 60% complete, with site design, materials, plant palette, equipment, and key details for the project. This will include pre-fabricated bridge selection, with bridge footings to be designed as a part of the construction documents.

The following Exhibits and Deliverables are anticipated:

- a. Detail Reference, Materials, and Dimensional Plan (Layout Plan),
- b. Grading and Drainage Plan,
- c. Wet Utility Plan,
- d. Electrical Plan,
- e. Key Construction Details,
- f. Irrigation Plan with point of connection and mainline routing,
- g. Landscape Planting Plan with plant palette and planting areas,
- h. Table of Contents for CSI Format Specifications, and;
- i. DD level Itemized opinion of probable construction cost.

Task 3 – Construction Documents (90%, 100%)

Upon the Client's approval of the Design Development Plans, we shall develop in detail the necessary drawings and technical specifications to contract the work. We will submit plans for review and comment at 90%, and for permitting at 100% completion.

1. These drawings and specifications shall conform to applicable codes and regulations of governmental bodies having jurisdiction over the work. The Client shall be responsible for bidding, front end documents, and general requirements (Divisions 0-1) of the specifications.
2. We shall assist the Client in filing the appropriate documents that are required to secure the necessary design approvals from the governmental agencies having jurisdiction over the project, but the Client shall be solely responsible for securing all such approvals.
3. The following Exhibits and Deliverables are anticipated:
 - j. Detail Reference, Materials, and Dimensional Plan (Layout Plan),
 - k. Grading Plan,
 - l. Wet Utility Plan,
 - m. Electrical Plan
 - n. Structural Plan, details, and calculations for bridge and light poles,
 - o. Construction Details,
 - p. Irrigation Plan per California MWELO requirements,
 - q. Landscape Planting Plan,
 - r. CSI Format Specifications, and;
 - s. Itemized opinion of probable construction cost.

As a part of the construction document preparation, we will coordinate with the Cobb Area Water District and provide domestic water service design to the project site. This will include:

1. Mobile LiDAR Topographic Survey. RSA+ will perform a Mobile LiDAR based topographic survey of the project area along 1,000 feet of road as shown as identified on the attached exhibit. The topographic mapping will be prepared in AutoCAD format and will have contours at an interval of one foot and will be drawn at a scale of 1" = 10'. The datum will be NAD 83 State Plane Coordinate System and NAVD 88 vertical datum and no boundary will be provided.
2. Water Service Design. RSA+ will prepare a Plan and Profile of the proposed off-site water service along Golf Road as a part of the design development and construction document preparation

Our budget assumes a 1,000 LF, 2" or smaller domestic water service line along Golf Road, with a point of connection at the intersection of Golf Road and Cobb Boulevard (not suitable for fire service).

Task 4 – SWPPP

As a Qualified SWPPP Developer (QSD), RSA+ will prepare a Storm Water Pollution Prevention Plan (SWPPP) incorporating construction Best Management Practices (BMPs) into the project, as required by State Water Resources Control Board Order No. 2022-0057-DWQ for projects disturbing more than one (1) acre. We will upload the completed SWPPP to the Water Board's SMARTS system as an authorized Data Submitter, and prepare a Notice of Intent (NOI) for submittal by the Legally Responsible Party (LRP). LRP is obligated to pay fees and digitally sign the application. LRP is also responsible for ensuring that construction does not commence prior to approval of the NOI and engagement of a Qualified SWPPP Practitioner (QSP) for SWPPP monitoring.

Task 5 – Agency Review and Bidding Support

We will provide bidding services to ensure a smooth bidding process. This includes one pre-bid meeting with attendance by landscape architect and civil engineer and RFI responses.

1. Provide bid support during the bidding process for the trail plans.
2. We will make any revisions requested and respond to agency plan check comments in writing, for up to two re-submittals. Additional review cycles will be billed as additional services.
3. We shall assist the Client to address Contractor bid questions or substitutions that arise during the bid process, and will assist the client in evaluating bids received.

Task 6 – Construction Support

We will provide field coordination, site review, and communication with the contractor and trades to ensure the design intent is implemented in the field.

1. Review and approve, or take appropriate action on, product or sample submittals, substitutions, and shop drawings.
2. We will provide the Client with associated construction support services including responses to Requests for Information, Supplemental Instructions, and Change Order preparation where associated with our scope of work.
3. During the course of the project we propose to make five visits to the site as described below to familiarize ourselves with the progress and quality of construction and to determine, in general, if the project is proceeding in accordance with the design intent

and the construction documents. The cost of these visits *is* included in the fee proposal below. The Client will give us at least a three day advance written notice that the appropriate time has come for each of the following site visits, which will be scheduled at mutually convenient times:

- a. A pre-construction meeting at the site;
 - b. A visit to the site to inspect the installation of the irrigation system, irrigation coverage, soil preparation and fine grading;
 - c. A visit to the site to review plant materials for conformance to specifications, plant quantities, spotting, quality, and plant installation;
 - d. A visit to the site to begin compiling any punch-list of non-conformities and begin the landscape maintenance period under the contract documents; and
 - e. A visit to the site to perform final inspection work under our scope to complete any punch-list of non-conformities and to prepare any final recommendations to the Client.
4. We will inform the Client generally of the progress of construction related to our work and of our observations.
 5. We may condemn any work at the site that fails to conform to the contract documents and make recommendations to the Client related to construction. We will have the right, but not the obligation, to inform any interested third parties of any non-conforming work that is not brought into conformity within 90 days of notice to the Client. However, we do not take on any obligations whatever to any such third parties to ensure such conformity or to inform them of any nonconformity, and no third party is intended to be the beneficiary of any part of our agreement.
 6. During the course of construction, the civil team will attend the pre-construction meeting, review and respond to up to ten submittals and five RFIs. Prepare supplemental drawings for up to three change orders, provide periodic site observation and prepare record drawings and final letter based on Client and Contractor provided information.

Task 7 – Trail Design, Bid, and Construction Support

The trail, extending from the bridge/southern-most point to the north trail head as the northern most point, will be designed and installed by a design-build trail builder with expertise in trail construction. The Task 3 construction drawing set will show the full trail head design, trail design alignment and standard details. The specifications will include requirements for trail subcontractor qualifications and requirements that subcontractor field fit the trail, stake it, and provide a GIS map for review. No signage design is included. The trail builder will develop the final trail alignment using these trail heads as connection points and the routing within the construction documents.

This bid and construction process is anticipated to be a part of the Task 5 and 6 efforts. If required, is assumed the awarded contractor will pull any necessary agency permits, such as a grading permit. In many cases, these projects are exempted. We will provide bidding and construction support services to perform field coordination, site review, and ensuring that the builder's design aligns with the intent within the conceptual plans and that it is implemented in the field. This includes up to two meetings, RFI responses, and submittal reviews.

1. Review and approve, or take appropriate action on, product or sample submittals, substitutions, and GIS alignment.

2. We will provide the Client with associated construction support services including responses to Requests for Information.
3. During the course of the project we propose to make up to two visits to the site to determine, if the trail specifically is proceeding in accordance with the design intent and the construction documents. The cost of these visits *is* included in the fee proposal below. The Client will give us at least a three day advance written notice that the appropriate time has come for each of the following site visits, which will be scheduled at mutually convenient times:
 - f. A visit to the site to review the alignment and site conditions;
 - g. A visit to the review substantially complete trail and to prepare any final recommendations to the Client.
4. We will inform the Client generally of the progress of construction related to our work and of our observations.

Task 8 – Lake and Streambed Alteration Agreement (1602) Permit

Under Section 1602, CDFW must issue a discretionary permit prior to commencement of construction activities that could impact the bed, channel, or bank of a river, stream, or lake. CDFW typically also has jurisdiction over riparian habitat alongside these respective features. We will conduct a site visit to confirm riparian habitat and vegetation/trees proposed for removal. We will prepare and submit an LSAA Standard Agreement Notification application through the online Environmental Permit Information Management System (EPIMS) portal. This task assumes one round of review by CDFW. This task also assumes one call with CDFW.

Task 9.1 – NEPA Documentation, Categorical Exemption

The County has received Land and Water Conservation Fund (LWCF) grant funding as an eligible “local agency applicant” for recreation acquisition or development, requiring federalization of the CEQA document. The Federal lead agency for this effort is the National Park Service (NPS) with oversight by California State Parks.

Under NEPA, federal actions where no extraordinary circumstances are present may be categorically excluded from further environmental review. Based on the results of tasks 7, 9, 10, and 11, findings in the CEQA MND, and the level of ground disturbance/impacts, a Categorical Exclusion (CE) may be sufficient to meet NPS NEPA compliance requirements for the proposed project. We will review Section 3.3 of the 2015 NPS NEPA Handbook “Categorical Exclusions for Which Documentation is Required” to determine whether a suitable CE may apply to the proposed project or whether an Environmental Assessment may be triggered (see task 8.2 below). Should the Proposed Project qualify for a CE, we will prepare supporting documentation addressing: 1) that the proposed project fits within the category of actions described in the CE; and 2) no extraordinary circumstances apply.

Task 10.1 - Aquatic Resources Delineation and USACE Verification

Acorn will conduct an aquatic resources survey to assess for potentially occurring wetlands/waters of the U.S. and/or State that may require permitting should such resources be impacted by development as shown on the site plan. The survey will primarily target Kelsey Creek plus up to 50 feet on each side as accessible. Aquatic resources will be mapped using GPS equipment and aerial photography and will be digitized on a map. Acorn will prepare a written report in accordance with USACE standards. The report will contain information regarding survey findings, a summary of potentially jurisdictional aquatic resources, and maps and figures in accordance with USACE requirements. The report will be submitted to the USACE for verification. Should the USACE require a site visit, Acorn will be available to attend. This task assumes one round of revisions will be necessary per USACE edits. This task also assumes one

call with the USACE. Prior to performing the aquatic resource delineation, shrub maintenance may be required to be performed by County. If required, we will coordinate with County in advance.

Optional Task 9.2 – NEPA Documentation, Environmental Assessment

This task is only required if a categorical exemption is insufficient to meet NPS NEPA compliance requirements.

Administrative Draft and Draft EA

If it is determined that an EA is required, we will prepare an Administrative Draft EA in accordance with NEPA and the 2015 NPS NEPA Handbook and utilizing information already addressed in the MND to reduce the level of effort to the extent feasible. The Draft EA will contain statutory sections required by NEPA and NPS regulations including, but not limited to:

- Project description
- Purpose and need for the Proposed Project
- Potential environmental impacts of the proposed project and the alternatives considered (Including the Proposed Project and No Action alternative, if warranted). Impacts addressed will include direct, indirect, and cumulative impacts of each alternative and objective analyses that support conclusions concerning environmental impacts.
- A list of agencies and individuals consulted
- Mitigation measures to reduce potential impacts
- Appendices

The Administrative Draft EA will be submitted to the project team for review. Acorn will revise the Draft EA based on comments from the project team and will submit the EA to California State Parks/ NPS (or other applicable lead agency) for review. One round of revisions is assumed.

Public Review EA

We will prepare the Public Review EA based on comments received on the Administrative Draft EA and direction from the lead agency. We will conduct Section 508 compliance on the final PDF to ensure that it meets the federal requirements for accessibility. If necessary, We will prepare a Notice of Availability (NOA) for the EA for public circulation. We will distribute the EA and NOA to agencies and interested parties as requested. This task assumes no more than 8 hours of work will be necessary.

Responses to Comments and FONSI

Following receipt of comments on the EA, we will assist with logging comment letters received. We will bracket, summarize, and respond to comments received. We will prepare a Responses to Comments memorandum for the lead agency's consideration. If it is determined that the proposed project would not result in significant impacts, a finding of no significant impact (FONSI) may be issued. If requested, we will assist with preparation of a Finding of No Significant Impact (FONSI) to support project approval. This task assumes no more than 10 individual comments will be received.

Optional Task 10 - Clean Water Act (404/401) Permitting

If the project is unable to free span Kelsey Creek and requires in-channel work a CWA 404 permit/401 water quality certification would be required.

Optional Task 10.2: CWA Section 404 Permit

Acorn will prepare a CWA Section 404 Nationwide permit application (Pre-Construction Notification and accompanying documentation) and will consult with the USACE. This task also

assumes one call with the USACE and one round of supplemental document edits to support the application.

Optional Task 10.3: CWA Section 401 Water Quality Certification

Should a CWA Section 404 permit be required, a CWA Section 401 certification from the Regional Water Quality Control Board (RWQCB) will be necessary to ensure that the discharge does not violate state water quality standards. Acorn will prepare a CWA Section 401 application to obtain a Water Quality Certification (WQC). The RWQCB may issue a completeness determination requesting additional information. This task assumes one revision to the permitting package based on RWQCB request. This task also assumes one call with the RWQCB.

Optional Task 11 - Biological Assessment and Endangered Species Act Section 7 Consultation Assistance

Federal permitting under the CWA and NEPA compliance requires compliance with Section 7 of the Endangered Species Act (ESA). A biological resources survey and technical report were conducted and prepared in support of the MND, but additional information would be required to complete ESA Section 7 consultation. A Biological Assessment will be prepared to address potential impacts to federally listed species to assist the federal lead agency (presumably NPS) with consultation with the U.S. Fish and Wildlife Service (USFWS) and/or National Marine Fisheries Service (NMFS) under Section 7 of the ESA. We will assist with ESA Section 7 consultation with the USFWS and/or NMFS as needed and will draft a transmittal letter. This task assumes one round of review by the USFWS and/or NMFS. This task also assumes one call with the USFWS and one call with NMFS.

Optional Task 12- Cultural Resources Study and National Historic Preservation Act Section 106 Consultation Assistance

Federal permitting under the CWA and NEPA compliance requires consultation under Section 106 of the National Historic Preservation Act (NHPA). An archaeological resources survey and assessment were conducted and prepared in support of the MND, but additional information would be required to complete NHPA Section 106 consultation.

A pedestrian survey of the project site will be conducted by a qualified archaeologist to identify any previously unrecorded cultural resources and to ascertain the status of any recorded sites noted in the record searches. Resources identified will be recorded on new forms or updated forms will be submitted if the sites have been previously recorded. A report will be prepared following NHPA Section 106 standards. The report will provide the results of the survey and records search. The report will also provide any appropriate measures needed to address the potential of encountering resources during construction, avoidance of any resources previously identified, or data recovery efforts required to address potentially significant impacts to resources.

We will assist the federal lead agency with NHPA Section 106 consultation with the State Historic Preservation Officer (SHPO) as needed and will draft a transmittal letter to the SHPO. Additionally, we will assist the lead agency with tribal consultation and will draft tribal outreach letters. This task assumes one round of review by the SHPO. This task assumes no significant resources will be impacted.

Optional Task 13 – CEQA Mitigation Compliance Assistance

Optional Task 13.1: Botanical Survey

In accordance with mitigation measure BIO-1 in the MND, Acorn will conduct a focused botanical survey during the typical blooming season (April through July) for seven special-status plant species with the potential to be impacted by project activities prior to the start of Project activities. The survey will be conducted by a qualified biologist in accordance with the field methodology portion of the Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Sensitive Natural Communities (CDFW, 2018). If observed, special-status plant populations will be flagged and avoided during construction or relocated to the nearest local

population, preserved on- or off-site, or compensated in consultation with CDFW. Results will be summarized in a memorandum and potentially identified special-status plant populations will be shown on a map

Optional Task 13.2: Nesting Bird Survey

In accordance with mitigation measure BIO-2 in the MND, should vegetation removal or grading occur between February 1 and August 31, a qualified biologist will conduct a nesting bird survey within 7 days prior to disturbance within work areas and areas within 50 feet of work. If active nests are observed, an exclusion buffer of 50 to 300 feet depending on the needs of the species will be maintained until young have fledged, as determined by the biologist. Results will be summarized in a memorandum and potentially identified active nests will be shown on a map.

Optional Task 13.3: Preconstruction Bat Survey

In accordance with mitigation measure BIO-3 in the MND, should tree removal or major pruning occur between October 15 and March 1 or April 15 and September 1, a preconstruction bat survey will be conducted by a qualified biologist. If active maternity or hibernation roosts are identified, work will be postponed until the roost is vacated or a relocation plan is developed in coordination with CDFW. Results will be summarized in a memorandum and potentially identified active roosts will be shown on a map.

Optional Task 13.4: Replacement Tree Planting (Five Year Monitoring)

In accordance with mitigation measure BIO-4 in the MND, should removal of native trees occur, including oak species, trees must be replanted on-site or on other County property (e.g., Trailside Park in Middletown), at a ratio of 3:1 for oaks, 1:1 for all other native species, or as required by any permits obtained for the project. Planted trees shall be caged and irrigated for a period of five years and should meet success criteria of 75 percent survival after five years. Acorn will conduct a yearly monitoring survey for up to five years to ensure success criteria are met. Annual results will be summarized in a memorandum.

Task 14 -Optional LWCF Application and Revision (A&R) Form Preparation

We will complete the LWCF Application and Revision (A&R) Form for the County's review. This task includes one round of revisions and assumes the County will provide any information/attachments necessary to complete the A&R Form.

Task 15 – Optional GPR Utility Location

RSA+ will deploy Ground Penetrating Radar (GPR) to map the approximate location and depth of the existing septic lines. Task assumes up to two days to GPR Utility Location services.

III. Assumptions and Exclusions

1. The design and environmental permitting services assume project start in 2026 with completion within 18 months of the project start.
2. A boundary survey was not completed as a part of the conceptual design scope and will not be required for construction documents. If this becomes necessary, we are happy to provide a scope for those additional services.
3. We anticipate that the existing geotechnical report and recommendations are adequate for the project. If construction does not start within 2 years of the report, we are happy to provide a scope for an update letter. If design adjustments require additional geotechnical samples or recommendations, we are happy to prepare a scope for supplemental work.
4. Federal policy and requirements are evolving, accessibility to agency contacts has been limited, and available references are older, thus the required environmental planning documentation and process is subject to change. It is anticipated that the approach will be solidified at the proposed meeting with NPS/LWCF staff.
5. This project will not require public meetings and/or presentations.

6. We will provide all documents electronically unless otherwise notified.
7. The trail design will be completed by the trail design-build company after the project is bid based on the trailheads within the construction documents and the already completed conceptual level trail routing.
8. Any fees, including water agency connection fees, 1602 permit filing fee, and 401 permit filing fees, will be paid directly by the county. Permit filing fees are estimated to be up to \$5,500 each.
9. CDFW will not request a site visit.
10. Permitting does not include a detailed Compensatory Mitigation/Restoration Plan or Fish Relocation Plan. If determined to be needed, we are happy to provide a scope for those additional services
11. No scoping or public hearings are necessary to complete the NEPA compliance process.
12. The County will provide any information/attachments necessary to complete the A&R Form listed in Optional Task 7.

IV. Fee Proposal (all tasks are time and materials with not to exceed fees)

<u>Task</u>	<u>Description</u>	<u>Not to Exceed Fee</u>
1	Kick-off and Project Management	\$13,300
2	Design Development	\$68,000
3	On-site Construction Documents	\$139,000
4	SWPPP	\$5,750
5	Agency Review and Bidding	\$23,300
6	Construction Support	\$56,100
7	Trail Design, Bid, and Construction Support	\$10,100
8	Lake and Streambed Alteration Agreement (1602) Permit	\$11,750
9.1	NEPA Compliance (CE)	\$11,900
10.1	Aquatic Resource Delineation	\$12,200
SUBTOTAL NOT TO EXCEED		
incl. reimbursable expenses		\$351,400
9.2	OPTIONAL NEPA Compliance (EA)	\$30,000
10.2	OPTIONAL Section 404	\$6,000
10.3	OPTIONAL Section 401	\$6,000
11	OPTIONAL Biological Assessment	\$7,200
12	OPTIONAL Cultural Resources Support	\$12,300
13.1	OPTIONAL Botanical Survey	\$3,350
13.2	OPTIONAL Nesting Bird Survey	\$3,350
13.3	OPTIONAL Preconstruction Bat Survey	\$3,350
13.4	OPTIONAL Replacement Tree Monitoring	\$14,150
14	OPTIONAL A&R Form Preparation	\$5,300
15	OPTIONAL GPR Utility Location	\$5,750

V. 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	\$195
Landscape Architect	\$165
Landscape Designer	\$135
Support Staff	\$95

- B. *Escalation*: Hourly billing rates are anticipated to escalate annually at a rate of approximately 3%. Projected rates follow:

	2027	2028	2029
Principal Landscape Architect	\$200	\$205	\$210
Landscape Architect	\$170	\$175	\$180
Landscape Designer	\$140	\$145	\$150
Support Staff	\$95	\$100	\$105

- C. Services and fees for items not listed above, as well as for other disciplines not listed above (geotechnical services, etc.) **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. Typical reimbursable expenses incurred in the regular course of business such as telecommunication charges, mileage in-town, and small-format reproduction **are** included in the above proposed fee schedule. Other expenses, such as but not limited to, lodging and mileage for travel out of town, large-format reprographics, postage, rental of equipment and vehicles, delivery charges, project-related supplies, and soil fertility testing **are not** included, and charges for such reimbursable expenses will be invoiced 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 incurs 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.

VI. 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,

A handwritten signature in blue ink, appearing to read "Jessamyn Lett".

Jessamyn Lett, ASLA
CRLA 6555

A handwritten signature in blue ink, appearing to read "David Campbell".

David Campbell, ASLA, LEED® AP
CRLA 5044, NVRLA 1154, CLIA 6629