

**SIERRA COUNTY BOARD OF SUPERVISORS'
AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

MEETING DATE: DEPARTMENT: PHONE NUMBER: REQUESTED BY:	TYPE OF AGENDA ITEM: REGULAR CONSENT TIMED SUPPORTIVE DOCUMENT ATTACHED: RESOLUTION MEMO AGREEMENT OTHER _____
AGENDA ITEM:	
BACKGROUND INFORMATION:	
FUNDING SOURCE: GENERAL FUND IMPACT:	OTHER FUND: AMOUNT: \$
ARE ADDITIONAL PERSONNEL REQUIRED? YES NO TYPE OF EMPLOYEE	IS THIS ITEM ALLOCATED IN THE BUDGET? YES NO IS A BUDGET TRANSFER REQUIRED? YES NO
SPACE BELOW FOR CLERK'S USE	
BOARD ACTION: APPROVED APPROVED AS AMENDED ADOPTED ADOPTED AS AMENDED DENIED OTHER NO ACTION TAKEN	SET PUBLIC HEARING FOR: _____ DIRECTION TO: _____ REFERRED TO: _____ CONTINUED TO: _____ AUTHORIZATION GIVEN TO: _____
BOARD VOTE: BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2026-_____ AGREEMENT 2026-_____ ORDINANCE _____
COMMENTS:	

CLERK OF THE BOARD

DATE

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD, SUITE A
RANCHO CORDOVA, CA 95670



STREAMBED ALTERATION AGREEMENT
EPIMS NOTIFICATION No. SIE-46050-R2
KANAKA CREEK

SIERRA COUNTY
PLUMBAGO ROAD BRIDGE REPLACEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Sierra County (Permittee) as represented by Bryan Davey.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 18, 2023, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with this Agreement.

PROJECT LOCATION

The project is located at Kanaka Creek, in the County of Sierra, State of California; Latitude 39.464468, Longitude -120.838225; along Plumbago Road near the community of Alleghany in Sierra County, CA; Assessor's Parcel Number: 006-090-002-0.

Exhibit A shows the project location.

PROJECT DESCRIPTION

The project is limited to the removal and replacement of the existing Plumbago Road Bridge over Kanaka Creek. The existing bridge is a single-span railroad flat-car structure with a span length of approximately 90 feet. It will be replaced with a 92.5-foot long and 18.3-foot wide, single-span, cast-in-place bridge. The girder superstructure will be a prestressed concrete box supported on seat type abutments with 36-inch cast-in-drilled-hole concrete pile shaft foundations. A temporary detour bridge will be

constructed immediately east (upstream) of the existing bridge to accommodate traffic during construction, as well as provide construction access. Improvements at each of the approaches will include approximately 145 feet of new gravel road. The Project is expected to remove approximately thirteen (13) native trees, consisting of three (3) white alder, eight (8) Douglas fir, and two (2) incense cedar.

Equipment and machinery used to construct the project will likely include front loaders, excavators, cement mixers and welding equipment. Access to the site/staging area will occur along Plumbago Road.

Exhibit B shows the project plans.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include Foothill yellow-legged frog (*Rana boylei*), Western pond turtle (*Emys marmorata*), Northern goshawk (*Accipiter gentilis*), Yellow warbler (*Setophaga petechial*), California spotted owl (*Strix occidentalis occidentalis*), bat species, fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct take of fish and other aquatic species; direct mortality or injury to individual plants and animals caused by project activities; impediment to migration of aquatic and terrestrial species during the project; and direct loss of resources for aquatic organisms. Introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from project activities); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank stability during the project; increase of bank erosion during the project; disturbance from project activity; diversion of flow water from, or around, activity site; and dewatering.

The project will cause temporary impacts to approximately 0.30-acre (1,3068 square feet) Douglas fir forest and permanently impact approximately 0.02-acre (871.2 square feet) of Douglas fir forest. The Project is expected to remove 13 native trees, consisting of 3 white alder, 8 Douglas fir, and 2 incense cedar.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily

available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Notification of Project Modification. Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.
- 1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.
- 1.8 Does Not Authorize "Take." This Agreement does not authorize "take" of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW and demonstrate compliance with CESA.
- 1.9 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Mitigated Negative Declaration (MND) (SCH No. 2024040074), and all associated documents adopted by the County of Sierra Department of Transportation as lead agency for the project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from project activities that were not analyzed in the CEQA document, then Permittee should comply with CEQA before the project commences.
- 1.10 Limitations on Authorization of Water Use. This Agreement does not authorize any diversion, use, or storage of water unless already permitted by law. Permittee is

responsible for obtaining all necessary water rights and maintaining compliance with the State Water Code and Title 23 California Code of Regulations as appropriate. Permittee shall store and use water in accordance with a valid water right, including any limitations on when water may be stored and used, the purpose for which it may be stored and used, and the location(s) where water may be stored and used. Information regarding water right registrations can be found at https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations. Information about water right permits and applications can be found here: https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

- 2.1 Work Period. Project activities covered under this Agreement shall be confined to the period between April 1 and October 1 during the term of this Agreement. *Revegetation, restoration, and erosion control work located outside of flowing water is not confined to this time period.*
- 2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by CDFW (see Contact Information). Permittee shall submit a written request for a work period modification to CDFW. The work period modification request shall: 1) describe the extent of work already completed; 2) provide a schedule for activities to be conducted within the requested modification period; 3) detail the time required to complete each activity; and 4) provide photographs of current site conditions. Work period modifications are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the modification.
- 2.3 Work Period in Low Rainfall / Dry Weather Only. The work period within the project area shall be restricted to periods of low rainfall (less than ¼-inch per 24-hour period) or periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. All erosion control measures shall be initiated prior to all storm events. *Revegetation, restoration, and erosion control work located outside of flowing water is not confined to this work period.*
- 2.4 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for tree removal already described in the project description, no native trees with a trunk diameter

at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation that will not be removed by the project shall be marked for protection and may only be trimmed with hand tools to the extent necessary to gain access to the work sites.

- 2.5 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the project description.
- 2.6 Designated Biologist. At least thirty (30) business days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site and have the necessary handling permits. The Designated Biologist shall be responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The Designated Biologist shall be responsible for observing bird activity and any newly active nests. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement.

Biological Resources

- 2.7 Leave Wildlife Unharmed. If any wildlife is encountered during the course of the project, said wildlife shall be allowed to leave the project area unharmed.
- 2.8 Special-Status Species encountered during work. If Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, Permittee encounters any species listed pursuant to the CESA, work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.

- 2.9 Nesting Bird Survey. If project-related activities are scheduled between February 1 to August 31 (the typical nesting season), a focused survey for nests shall be conducted by a Designated Biologist no greater than fifteen (15) calendar days prior to the beginning of Project-related activities. The Designated Biologist shall survey a minimum radius of 500-feet (for migratory birds) and 1/2-mile (for raptors) around the Project area that can be accessed by Permittee. The results of the survey shall be provided to CDFW upon completion. If no active nests are found, project activities may proceed as scheduled.
- 2.9.1 Active Nests. If an active nest is found, active nests should be avoided, and a no disturbance or destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the breeding nesting season or the Designated Biologist confirms the young have fledged, are foraging independently, and the nest is no longer active for the season. The extent of these buffers shall be determined by the Designated Biologist and will depend on the species present, the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.
- 2.9.2 Project Delay. If a lapse in project-related work of fourteen (14) calendar days or longer occurs, the Designated Biologist shall complete another focused survey before Project work can be reinitiated.
- 2.9.3 Permittee Responsibility. It is the Permittee's responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.
- 2.10 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.
- 2.11 Foothill Yellow-Legged Frog Pre-Construction Survey Plan. The Designated Biologist shall develop a Pre-Construction Survey Plan for foothill yellow-legged frog and submit it to CDFW for review at least 14 calendar days prior to commencing project activities. The Plan shall include what life-stage(s) shall be surveyed for, survey method(s), and timing of survey(s). The Plan shall provide justification for timing and methodology of survey design (e.g., watershed

characteristics, regional snowpack, timing and rate of spring runoff, day length, average ambient air and water temperatures, local and seasonal conditions). If the Project Site has suitable frog breeding habitat, the Pre-Construction Survey Plan shall include performing egg mass/larval surveys.

- 2.12 Foothill Yellow-Legged Frog Pre-Construction Surveys. Within 3-5 calendar days prior to entering or working at the Project Site, the Designated Biologist shall perform a pre-construction survey, as specified in the Pre-Construction Survey Plan, within the boundaries of the Project Area plus a 500-foot buffer zone upstream and downstream of the Project Area that can be accessed by the Permittee. The survey shall include a description of any standing or flowing water. The Permittee shall provide Pre-Construction Survey results, notes and observations to CDFW prior to commencing Project Activities. If the Permittee encounters any life stages of foothill yellow-legged frogs during pre-construction surveys or during Project Activities, work shall be suspended in the immediate vicinity, and CDFW notified within 24 hours. Work may not re-initiate in the immediate vicinity until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.13 Western pond turtle. Within 24 hours prior to starting construction activities, the Designated Biologist shall survey the project site and riparian habitat within 500 feet of the impact location for western pond turtle (*Actinemys marmorata*). If western pond turtle is encountered during surveys, a site-specific avoidance, minimization, and/or relocation plan shall be prepared for review and approval by CDFW. This plan shall be submitted and approved prior to starting construction activities within the areas where pond turtles were discovered. All the measures included in the approved plan shall be implemented during project activities.
- 2.14 Bat Habitat Assessment and Avoidance. If bat roosting habitat is present, and activities are scheduled during the maternity season (April 15 to August 31) or the hibernation season (October 15 to March 1), the Permittee shall: 1) conduct pre-construction surveys and 2) develop a Bat Avoidance and Exclusion Plan, if applicable.
- 2.15 Bat Pre-Construction Surveys. The Designated Biologist shall develop a Bat Survey Plan (BSP) and submit it to CDFW for review and approval. The BSP shall include a list of potential bat species present, survey method(s), and timing of survey(s). The BSP shall provide justification for timing and methodology of survey design (e.g., habitat characteristics, day length, average ambient air temperatures, local and seasonal conditions). The survey results shall identify: 1) the exact location of all roosting sites (location shall be adequately described and shown on a digital map with GPS coordinates), 2) the number of bats present at the time of visit (count or estimate), 3) species of bat detected, if known (include how the species was identified), and 4) the type of roost(s) i.e., maternity, hibernaculum, night roost (rest at night while out feeding), or day roost (resting during the day). Results of the survey shall be submitted to CDFW within two (2) business days of

survey completion. If bats are detected during any survey, subsequent surveys are not required, and the Designated Biologist shall develop a Bat Avoidance and Exclusion Plan and submit to CDFW for review and approval.

- 2.16 Bat Avoidance or Exclusion Plan (BAEP). If an active bat roost is found in a tree or structure that must be impacted, the Designated Bat Biologist shall develop and submit to CDFW for review and approval a BAEP. The BAEP shall include, at minimum, the following:
- a. Bat Roost Buffer. The Permittee shall establish an appropriate no-disturbance buffer around bat roosts, in coordination with CDFW, during maternity (April 15 to August 31) or hibernation (October 15 to March 1) seasons. The Permittee shall maintain the buffer until the Designated Biologist determines the roost is no longer occupied. The Permittee shall clearly delineate habitat and bat roosts within the Project Area with posted signs demarking the avoidance areas using stakes, flags, and/or rope or cord. The Permittee shall delineate bat roosts with different materials than those used to delineate the Project Area. The Permittee shall remove all materials used for delineation upon completion of the Project.
 - b. Exclusion Devices. Exclusion devices shall be installed either (1) between approximately March 1 (or when evening temperatures are above 45°F and rainfall less than ½-inch in 24 hours occurs) and April 15, prior to parturition of pups; or (2) between September 1 and October 15 (or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½-inch in 24 hours). Specific exclusion devices may include one-way doors, lights and fans, foam or steel wool. The Designated Biologist shall monitor the roost prior to exclusion to confirm that it does not support a maternity colony. If a maternity colony is or may be present, the roost shall be avoided until it is no longer active, or until the Designated Biologist can confirm that no maternity colony is present.
 - c. Tree Trimming and/or Removal. Tree trimming and/or tree removal shall be scheduled either (1) between approximately March 1 (or when evening temperatures are above 45°F and rainfall less than ½-inch in 24 hours occurs) and April 15, prior to parturition of pups; or (2) between September 1 and October 15 (or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½-inch in 24 hours). Additionally, trees shall be removed in two steps over a period of two days. On the first day, all branches that do not contain roosting habitat shall be removed. The remaining portion of the tree shall be removed on the second day. All branch removal will be conducted using chainsaws or similar handheld equipment. Tree trimming and/or tree removal may occur outside of this work window only after consultation with CDFW and after confirmation that the suitable habitat is not occupied.

If a lapse in project activities of six months or longer occurs, the Designated Biologist shall complete another habitat assessment before Project activities can be reinitiated. If the subsequent habitat assessment identifies bat habitat, the Permittee shall: 1) conduct pre-construction surveys and 2) develop a BAEP, if applicable and in accordance with the parameters described above.

Revegetation and Restoration

- 2.17 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a native seed mix of known genetic origin, unless otherwise agreed upon with CDFW. Revegetation shall be completed in the fall before the start of the rainy season and as soon as possible after project activities.
- 2.18 Native Plant Materials. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.
- 2.19 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.
- 2.20 Stream Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved between watercourses except as otherwise addressed in this Agreement.
- 2.21 Return Low Flow Channel to Pre-project Conditions. If a stream channel has been altered during the operations, Permittee shall return its low flow channel, as nearly as possible, to pre-project conditions. Permittee shall return the gradient of the watercourse to pre-project grade unless such operation is part of a restoration project, in which case, the change in grade shall be approved by CDFW prior to project commencement.

Erosion Control/Stabilization

- 2.22 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include, but are not limited to: pre-project planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other

siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.

2.22.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.

2.22.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed. Permittee shall remove and dispose of all temporary BMPs and any related material upon completion of project activities.

2.22.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW's determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.

2.23 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.

2.24 Site Restoration. All areas and access points exposed or disturbed during project activities shall be restored using conditions as set forth in the *Revegetation and Restoration* section above. Seeded areas shall be covered with broadcast straw, mulch, and/or erosion control blankets.

2.25 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

Avoid/Minimize Effects of Equipment

- 2.26 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, Permittee shall use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Permittee shall place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.27 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall take place where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.28 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but shall not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.29 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located where they may not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat, unless otherwise approved by CDFW in writing.
- 2.30 Building Material Storage. Project building material and/or project equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, sensitive habitat, or where they may cover aquatic or riparian vegetation.
- 2.31 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment that will enter the water by utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing personal equipment, paying close attention to small crevices such as boot laces, seams, net corners,

etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow larger equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.

- 2.32 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.33 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.

Debris Materials and Waste

- 2.34 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas outside the floodplain before such flows occur.
- 2.35 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or project debris on the project site.
- 2.36 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of project activities.
- 2.37 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat.
- 2.38 Hazardous Materials. Debris, soil, silt, sand, rubbish, project waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any

other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located where it may not pass into the waters of the state, the stream bed, bank, channel, including but not limited to dry, ponded, flowing, or wetland areas, drainages, or other sensitive habitat, unless otherwise approved by CDFW in writing. Permittee shall ensure that all project areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.

- 2.39 Removal of Debris, Materials and Rubbish. Permittee shall remove all project generated debris, building materials and rubbish from the project area following completion of project activities.
- 2.40 General Concrete Condition. No water contaminated with concrete shall be allowed to enter the streams or riparian areas. Any water that has come in contact with wet concrete shall be collected and treated or disposed of in accordance with local and state laws. To prevent the release of materials that may be toxic to wildlife species, poured concrete shall be isolated from contact with water and allowed to dry/cure for a minimum of fifteen (15) days.
- 2.41 Isolate Wet Concrete from Stream. If any structure is cast in place, the area poured shall be completely bermed and isolated to contain all and any wet concrete, even if water is not present. The berm may be made of sandbags or dirt, but it shall be lined with plastic to prevent any material from seeping past the berm. Permittee shall maintain the berm in place until the concrete is cured or is otherwise determined to present no danger of leaching high-pH or other potentially hazardous compounds into a watercourse.
- 2.42 No Pouring in Advance of Rain. No concrete or cement product may be poured if rain is forecasted within fourteen (14) days. If any concrete is poured after November 1, or if measurable rain may fall fourteen (14) days after pouring, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Habitat Mitigation and Monitoring Plan (HMMP). No later than ninety (90) days before the start of Project construction activities, Permittee shall submit to CDFW

for review and approval a HMMP that identifies 0.06-acres of habitat creation and/or habitat enhancements activities. The HMMP shall also include the following information, if applicable to the mitigation option selected by the Permittee:

- i) a description of the existing physical conditions of the proposed creation and/or restoration site, including water resources and habitat types, and a map that identifies the location of the site;
- ii) a plan for the preparation of the restoration site, including the removal of nonnative plant species, non-wetland/riparian plant species;
- iii) a local California native plant palette;
- iv) a planting plan, including the wetland and upland species that will be planted on-site, quantity, and location,
- v) monitoring and maintenance measures and a timeline;
- vi) an irrigation plan;
- vii) procedures to ensure that nonnative plants are not introduced or allowed to sustain within the creation or restoration site and a nonnative plant removal plan;
- viii) success standards with contingency measures. Monitoring and maintenance of the restoration site shall be conducted annually for a minimum of five (5) years, or until CDFW determines the mitigation site is successful.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) business days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be photographed. Photographs shall be submitted to CDFW within fifteen (15) business days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDDB/submitting-data> within five

(5) business days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.

- 4.4 Annual Monitoring Reports. After completion of the Project activities and habitat creation and/or habitat enhancements activities outlined in the HMMP, the new vegetation shall be monitored annually for 5 years after construction to verify that the vegetation has met the success criteria. Every year for 5 years, a monitoring report shall be sent to CDFW for review and approval detailing the current year's stream conditions, success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The report shall include photos from designated photo stations and other relevant information such as: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site. Each annual monitoring report is due to CDFW by the end of February of the following year.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Bryan Davey
Sierra County
PO BOX 98
Downieville, CA 95936
(530) 289-3201
bdavey@sierracounty.ca.gov

To CDFW:

California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
EPIMS Notification No. SIE-46050-R2
Phone: (916) 358-1163
Email: R2LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game

Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall **expire five (5) years** from the date signed by CDFW. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and incorporated herein by reference.

- Exhibit A. Project Location
- Exhibit B. Project Plans

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit A: Project Location

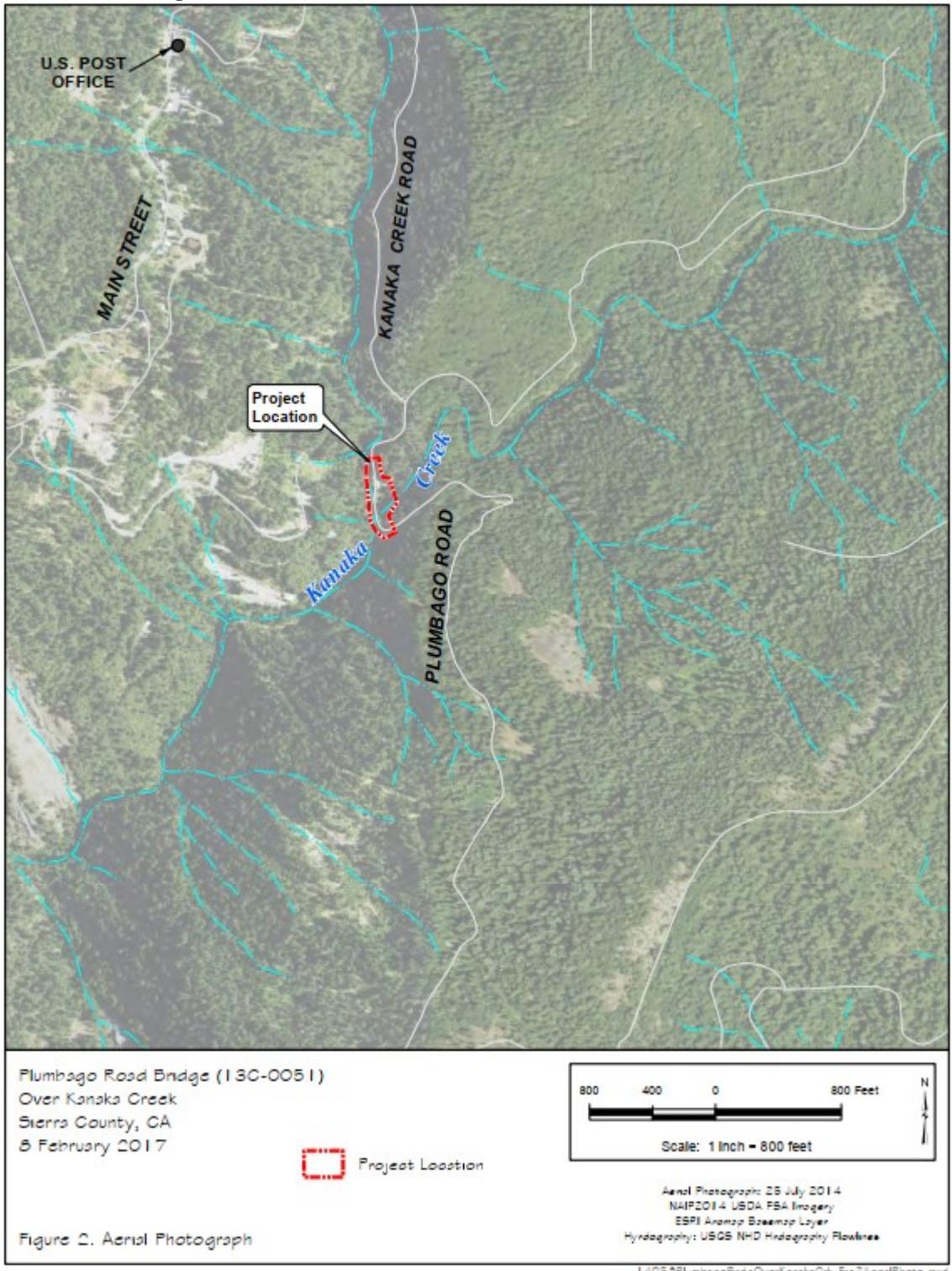
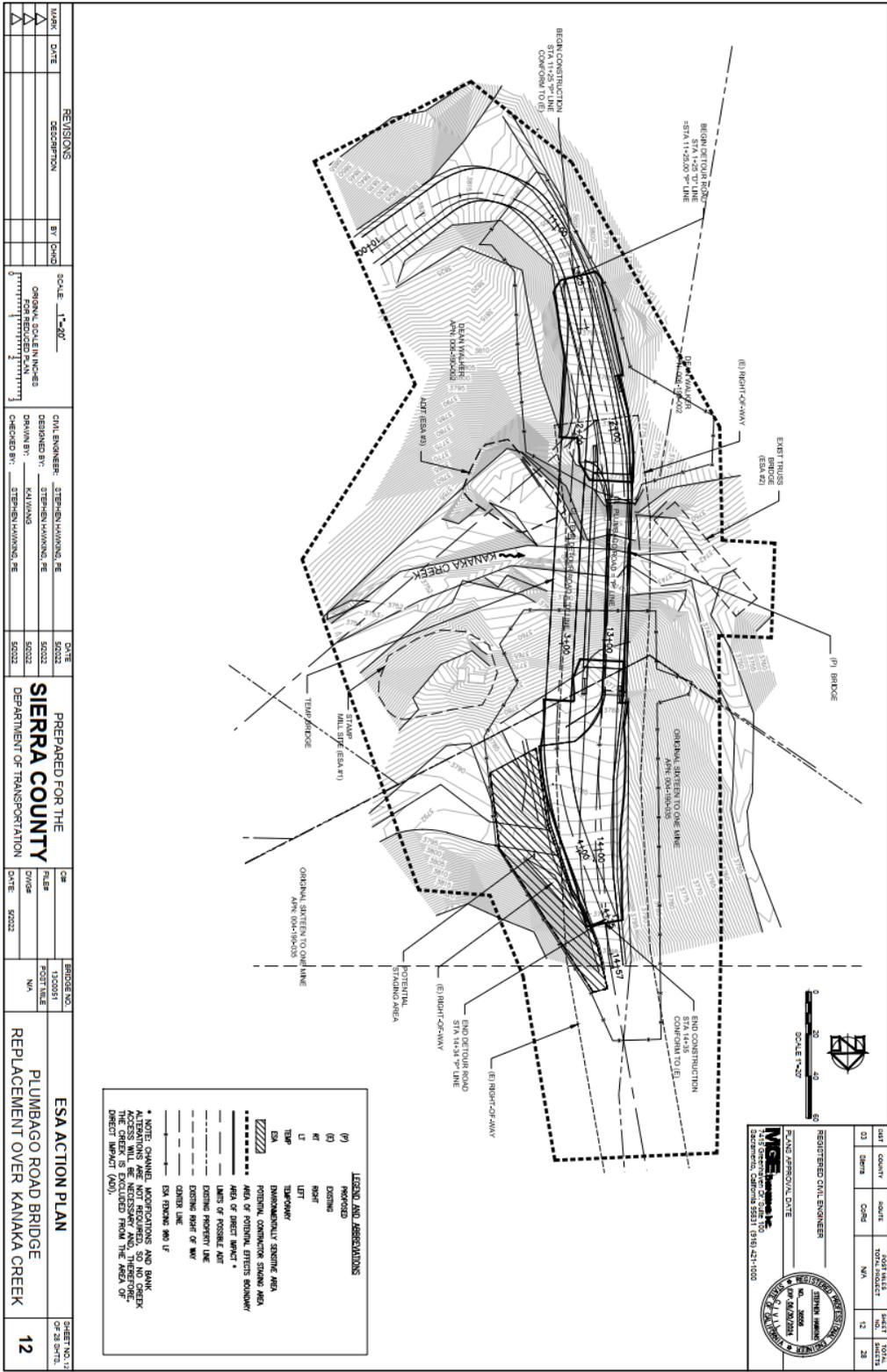


Exhibit B: Project Plans



TRAC	DATE	REVISIONS	BY	CHKD

SCALE: 1"=50'	CIVIL ENGINEER: STEPHEN HAWKINS, PE	DATE: 5/20/22
ORIGINAL SCALE IN INCHES: [unclear]	DESIGNED BY: KAI YUANO	5/20/22
	CHECKED BY: STEPHEN HAWKINS, PE	5/20/22

PREPARED FOR THE SIERRA COUNTY DEPARTMENT OF TRANSPORTATION	ES&A ACTION PLAN PLUMBAGO ROAD BRIDGE REPLACEMENT OVER KANAKA CREEK	PROJECT NO. 12
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Permit

List of all current Permits

EPIMS-SIE-46050-R2 - Plumbago Road Bridge Replacement - 2024

Status: Underway
Region: Region 2
Notification Type: 10145-Notify for Standard Agreement (Cannabis and non-Cannabis)
Organization: Sierra County
Permittee Contact: Bryan Davey
CDFW Contact: Region 2 CDFW
Total Fees: \$6,580.50

[Permit List](#) [Genera](#) [Draft](#) [Final](#) [Status](#) [Amendm](#) [Acknow](#) [Corres](#) [Acknow](#)

Final Agreement (Pending Version - Correcting) - Not Current Version

Submit Component

Instructions:

Review the entire Standard Agreement and Exhibits (if applicable). If you identify an issue(s) with the document(s), please contact the CDFW Regional Office identified within the Standard Agreement document.

Final Draft Standard Agreement:

- Review the Final Draft Standard Agreement and Exhibits (if applicable). Click "Edit Form" and in the "Concurrence" section, add your name to the "Permittee Electronic Signature" field, and the date signed.
- Click "Save Form", "Mark as Complete", and "Submit Component".
- Once you have submitted your signed Final Draft Standard Agreement you will receive an email confirming your submittal.
- After submittal of your signed Final Draft Standard Agreement, if you have any questions about the status of your Final Standard Agreement, contact the CDFW Regional Office identified within the Standard Agreement document.
- NOTICE: After CDFW receives the signed Final Draft Standard Agreement, it will make it final by signing it. However, CDFW will not sign the Final Standard Agreement until it has: 1) Complied with the California Environmental Quality Act (CEQA) as lead or responsible agency; and 2) Received written proof that the CEQA Environmental Filing Fee specified in Fish and Game Code section 711.4 has been paid, if a filing fee is required.

Final Standard Agreement:

- Once you have completed your review of the Final Standard Agreement and Exhibits (if applicable), open the pdf document(s) and print.
- A printout of the Concurrence page containing the permittee and CDFW electronic signatures must be attached to the Final Standard Agreement to be valid
- To print the "Concurrence" page, click "Preview Permit" from the "Permit Components" page, then select the "Print" drop-down in the top toolbar, choose "Send to Printer", and click "Print".
- Once the Final Standard Agreement and Concurrence pages are printed, you may begin the project the Final Standard Agreement authorizes, provided you have obtained all necessary local, State, and federal permits or authorizations

This is a negotiated version. You may edit this version and submit it for consideration

Standard Agreement

This Standard Agreement is being issued to:

Sierra County

Final Standard Agreement*: EPIMS-SIE-46050-R2_Final_Standard_Agreement.pdf
Open and print the attached PDF file

If applicable, the documents below are exhibits to the Standard Agreement and are incorporated by reference. Open and print attached file.

SIE-46050-R2 Cover Letter

SIE-46050-R2 Cover Letter.pdf

Last Edited By: Caitlyn Oswald - Nov 5, 2024 4:42 PM

[+](#) Add Row

☰ Concurrence

[✎](#) Edit Form

I am the applicant, or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all provisions contained herein.

I am the applicant or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all the provisions contained herein.

Final Agreement Effective Date: 11/05/2024

Permittee Electronic Signature: Bryan Davey
First and Last Name

Date Signed: 11/05/2024

Department of Fish and Wildlife

CDFW Electronic Signature : Tanya Sheya

CDFW Representative Title: Environmental Program Manager

Date Signed: 11/05/2024

Acting for: No

Last Edited By: Caitlyn Oswald - Nov 5, 2024 4:42 PM

[✎](#) Edit Form

[←](#) Previous

Next [→](#)

**AGREEMENT FOR
PROFESSIONAL
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

CREATINENVIRONMENT GROUP LLC
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, with each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

2. TERM.

Commencement Date: February 3, 2026

Termination Date: February 3, 2031

The CONTRACTOR is advised that any recommendation for contract award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A", Provision A-4.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment "C".

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Director of Transportation is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Stephanie Parsons CEO is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Nonlobbying Certification For Federal-Aid Contracts
- Attachment F - Debarment and Suspension Certification
- Attachment G - Non-Discrimination Clause
- Attachment H - Contractor's Proposal
- Attachment I - Contractor's Cost Proposal

9. AGREEMENT DATE.

The effective date of this Agreement is February 3, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

PAUL ROEN, Chair
BOARD OF SUPERVISORS

STEPHANIE PARSONS,
CHIEF EXECUTIVE OFFICER

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

ANDREW PLETT
COUNTY COUNSEL

ATTACHMENT A

SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- A. CONTRACTOR shall provide all goods and services described in CONTRACTOR'S proposal, attached hereto as Attachment H. CONTRACTOR represents that it has reviewed COUNTY'S request for proposals and that the goods and services in CONTRACTOR'S proposal are appropriate for COUNTY'S intended purpose. All prior promises, warranties or representations by CONTRACTOR are hereby incorporated into this agreement.
- B. CONTRACTOR'S Cost Proposal is hereby attached and incorporated at Attachment I. CONTRACTOR agrees to provide all goods or services described in the Cost Proposal. In the event of any conflict between the terms of the Cost Proposal and the remainder of this Agreement, including but not limited to Paragraph B.1, the term of this Agreement conflicting with the Cost Proposal shall prevail.

A.2. TIME SERVICES RENDERED.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

A.4. FACILITIES FURNISHED BY COUNTY.

NONE

ATTACHMENT B

PAYMENT

COUNTY shall pay CONTRACTOR as follows:

B.1 BASE CONTRACT FEE. COUNTY shall pay CONTRACTOR on a monthly basis a contract fee not to exceed **ninety-six thousand, five hundred thirty-six and 00/100 dollars (\$96,536.00)** in accordance with proposal attached as Attachment I. CONTRACTOR shall submit requests for payment after completion of services or no later than the tenth (10th) day of the month following provision of services. Request for payment shall be substantially in the form of the invoice. Payment shall be made within thirty (30) days after the Invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed **\$96,536.00** without an amendment to this Agreement approved by the Sierra County Board of Supervisors;

B.2 MILEAGE. Included. Notwithstanding anything to the contrary in this Agreement mileage for vehicle use shall be paid only at the IRS approved rate.

B.3 TRAVEL COSTS. Included

B.4 AUTHORIZATION REQUIRED. Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

B.5 SPECIAL CIRCUMSTANCES. Additional costs may be incurred up to a maximum of **\$9,653.00** with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

B.6 MAXIMUM CONTRACT AMOUNT. The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	<u>\$ 96,536.00</u>
B.2	Mileage	<u>\$ Included</u>
B.3	Travel Costs	<u>\$ Included</u>
B.4	Authorization Required	<u>\$ 0.00</u>
B.5	Special Circumstances	<u>\$ 9,653.00</u>
	MAXIMUM CONTRACT AMOUNT	<u>\$ 106,189.00</u>

ATTACHMENT C

ADDITIONAL PROVISIONS

C.1 COST PRINCIPLES

- A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

C.2 RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the agreement pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under the agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Subcontracts in excess of \$25,000 shall contain this provision.

C.3 SUBCONTRACTING

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the COUNTY'S Designated Representative, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Any substitution of subconsultants must be approved in writing by the COUNTY's Designated Representative.

C.4 EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Designated Representative shall be required, before the CONTRACTOR enters into any unbudgeted purchase order or subcontract exceeding

\$5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service or consulting work not covered in the CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Designated Representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this Agreement is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, the CONTRACTOR may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

C.5 CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the CONTRACTOR in order to carry out this Agreement, shall be protected by the CONTRACTOR from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the Agreement, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.
- C. The CONTRACTOR shall not comment publicly to the press or any other media regarding the Agreement or the COUNTY's actions on the same, except to the COUNTY's staff, CONTRACTOR's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.
- E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

C.6 PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

C.7 GENERAL COMPLIANCE WITH LAW AND WAGE RATES

- A. The CONTRACTOR shall be required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with California prevailing wage rates, certified payrolls, and payment in accordance with California Labor Code, Section 1775.

C.8 DISADVANTAGED BUSINESS ENTERPRISE CONSIDERATIONS

- A. CONTRACTOR must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." This Agreement has a DBE goal, the CONTRACTOR must meet the DBE goal by using DBEs as subcontractor or document a good faith effort to have met the goal. If a DBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are included with the Request For Proposal and may be required to conform with this provision.

C.9 OTHER REQUIRED CERTIFICATIONS

- A. CONTRACTOR shall complete and present to COUNTY a Nonlobbying Certification, attached hereto as Attachment E, a Debarment and Suspension Certification, attached hereto as Attachment F, and a Non-Discrimination Clause, attached hereto as Attachment G, immediately upon execution of this Agreement. All covenants, conditions, warranties, representations and Agreements of CONTRACTOR contained in those forms shall be deemed to be a part of this Agreement, in addition to any other legal effect they may have.
- B. CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed;

or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and with not less than Three Million Dollars (\$3,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra
Auditor/Risk-Manager
P.O. Drawer 425
Downieville, CA 95936

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

D.7 CONTRACTOR NOT AGENT. Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this

Agreement to bind COUNTY to any obligation whatsoever.

D.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

D.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

D.11 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.12 TAXES. CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars (\$1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the

reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.2 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all the agreements, understandings, representations, conditions, warranties, and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.17 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.18 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.19 MINOR AUDITOR REVISION. In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.20 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.21 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.21.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.21.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.22 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.23 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.24 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.25 COUNTERPARTS. This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.26 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.27 PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.28 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

D.29 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.30 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

D.31 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.32 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither

party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.33 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.34 CONFLICT OF INTEREST.

D.34.1 LEGAL COMPLIANCE. CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.1.5 DISCLOSURE CONTRACTOR shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project, regardless of whether such relationship must otherwise be disclosed pursuant to D.34. 2 CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

D.34.2 ADVISEMENT. CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code*

Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, CA 95936

With a copy to:

County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "CONTRACTOR":

CreativEnvironment Group
2795 E Bidwell Street, #100-236
Folsom, CA 95630

ATTACHMENT E

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACT

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ATTACHMENT F

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
- Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years.
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

ATTACHMENT G

NON-DISCRIMINATION CLAUSE

NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

ATTACHMENT H
CONSULTANT'S PROPOSAL

Response to Request for Proposal

HABITAT MITIGATION & MONITORING FOR
PLUMBAGO ROAD BRIDGE REPLACEMENT
OVER KANAKA CREEK
FEDERAL AID PROJECT NO. BRLO-5913(058)

- Proposal -

*Submitted to: County of Sierra
Department of Transportation
101 Courthouse Square
Downieville, CA 95936*

*Submitted by: CreativEnvironment Group
2795 E Bidwell Street, #100-236
Folsom, CA 95630*



CreativEnvironment
Group LLC

and

*EN2 Resources, Inc.
1024 Simon Drive, Suite H
Placerville, CA 95667*



PROJECT UNDERSTANDING

CreativEnvironment Group (CEG) and EN2 Resources, Inc. (EN2) (collectively the Project Team) are working to provide unique expertise and direct experience that will be integral to fulfilling the requirements of the Habitat Mitigation & Monitoring Plan (HMMP) for the Plumbago Road Bridge Replacement Project (Project) for Sierra County (County). CEG's Ms. Parsons will serve as the Project Director and Senior Advisor, and County's primary point of contact. CEG will be responsible for ensuring services meet the County's objectives by meeting quality and schedule objectives, and facilitating effective communication between the County and its Construction Management and contractor teams (referred herein to as construction team) as it relates to fulfilling HMMP obligations to support Project construction.

EN2 Resources, Inc. (EN2) will provide project management and technical services, which include subject matter experts required to fulfill the requirements of the HMMP. Mr. Waites of EN2 will be the Project Manager responsible for day-to-day activities including monitoring activities, report and memo writing, and leading technical and field crews from EN2 and CEG.

Goals of the Project and Potential Challenges

The County has requested services to fulfill the requirements of the HMMP. Specifically, the County has requested services to complete the following primary tasks:

- Conduct Qualitative Monitoring
- Conduct Quantitative Monitoring
- Prepare and Submit Annual Monitoring Reports

The Project Team understands that the goal is to meet the success criteria as required in the HMMP and the end of the 5-year period so the County can demonstrate compliance with the Streambed Alteration Agreement and file a Notice of Completion. This requires submittal to and approval of a HMMP by the California Department of Fish and Wildlife Service (CDFW) no later than 90 days before initiation of construction activities. Once the HMMP is approved, a 5-year monitoring effort will be initiated. Success criteria must be met and approved by CDFW at the end of the 5-year monitoring period for filing a Notice of Completion.

Challenges to meeting this goal may include, but are not limited to, delays caused by communication gaps between the County, construction teams, and environmental consultant, unresponsive or slow-to-respond agencies, and natural disasters such as wildland fires and inclement weather that may prevent successful establishment of restoration areas.

Response to Request for Proposal

Sierra County Department of Transportation
Habitat Mitigation and Monitoring for Plumbago Road Bridge Replacement over Kanaka Creek
Federal Aid Project No. BRLO-5910(508)

To meet this goal, the Project Team has compiled a ready-to-respond bench of experts of regulatory compliance, natural resource, cultural, and biological resource experts necessary to implement specific requirements of the HMMP and address known, unknowns that may arise during Project implementation.

EN2's Subject Matter Experts (SMEs) will conduct Biological and Botanical Review services, identifying sensitive biological resources, habitats, and corridors that may be impacted by Project activities. This team has extensive experience in addressing and overcoming challenges related to restoration efforts. CEG brings significant expertise in agency negotiations and issue identification, along with a strong ability to anticipate and develop solutions for potential obstacles. As practice, the Project Team provides solutions for issues that may arise.

Mr. Waites and Ms. Parsons will lead the Project Team in taking a proactive approach in planning for both ideal and challenging conditions. They will be fully prepared to address obstacles, with response plans in place to navigate any issues effectively. Their keen attention to detail will ensure that the HMMP aligns with CDFW permit requirements, meets regulatory standards, and supports the Project closeout schedule. Coordination with the County and construction team will be customized to meet the County's preferences, incorporating a mix of in-person, phone, email, and video conferencing as needed. Additionally, EN2 will collect, compile, and organize Geographic Information System (GIS) data derived from monitoring activities.

Consulting Team Approach

The Project Team, consisting of CEG and EN2, will ensure that service delivery aligns with County expectations, meets HMMP requirements, is tailored to the Project's specific needs, and supports the Project closeout schedule.

CEG holds multiple certifications, including Small Business (SB) and Small Business for Public Works (SB-PW) through the California Department of General Services, Women Business Enterprise (WBE) via the CPUC Supplier Clearinghouse, Small Business Enterprise (SBE) from Los Angeles County Metropolitan Transportation Authority (Metro), and Disadvantaged Business Enterprise (DBE) under the California Department of Transportation. CEG excels in developing and managing compliance requirements through close collaboration with CM and contractor teams. With extensive experience across all phases of project implementation, CEG applies practical, scalable approaches to compliance—ranging from fieldwork and analysis to regulatory strategy and agency consultation. CEG understands the distinct role of public

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agencies and adapts permitting and environmental compliance strategies to support construction budgets and schedules. As the County's primary point of contact, CEG will oversee the completion of HMMP requirements, fostering team cohesion, reinforcing the County's commitment to environmental stewardship, and mitigating project risks.

EN2 is a small business uniquely integrated within Sierra Nevada communities, possessing firsthand knowledge of regional land use, local issues, political landscape, challenges, and ecosystems. EN2's ongoing projects include engagements with the County of El Dorado's Recreation Division, El Dorado Irrigation District, Tahoe Keys Property Owners Association, Tuolumne Utilities District, private landowners seeking development permits, and regional engineering firms working on infrastructure projects related to transportation, water, energy, and recreation.

EN2 provides an extensive range of environmental planning support services, leveraging decades of expertise in federally and state-funded projects. EN2 specializes in environmental technical analysis, regulatory compliance (e.g., CEQA/NEPA), licensing, project management, mapping, field surveys, construction monitoring, biological and wetlands surveying, cultural resource surveying, permitting (e.g., Clean Water Act), and environmental restoration. Additionally, EN2 maintains a cutting-edge GIS system.

CEG and EN2 have a proven track record of delivering exceptional results and exceeding client expectations. CEG will ensure overall team cohesion and alignment with County requirements, while EN2 will execute technical services with the highest standards of quality, precision, and timeliness. EN2's approach prioritizes efficiency, delivering work that is both necessary and sufficient to achieve the County's goals.

At project initiation, the CEG and EN2 team will collaborate with the County to refine their approach, ensuring alignment with expectations. They will coordinate with the County and construction teams (as approved by the County) in an integrated manner—proactively identifying and addressing challenges, implementing solutions, remaining responsive to County direction at every phase, and strategically allocating resources based on evolving project needs.

In developing this proposal, CEG and EN2 have confirmed staff availability. Together, they provide a highly skilled team of regulatory compliance, natural resource, cultural, and biological experts, ready to fulfill HMMP requirements and address both anticipated and unforeseen challenges throughout Project implementation.

Quality Assurance and Quality Control

The Project Team adheres to standardized procedures for data collection, analysis, and reporting to ensure consistency and accuracy. Their Quality Control measures include:

1. Implementing rigorous data collection and analysis protocols to maintain accuracy and reliability.
2. Safeguarding the security and confidentiality of sensitive information, such as archaeological and cultural resources.
3. Conducting peer reviews of data and reports by senior staff to detect errors or inconsistencies, allowing for improvements before submission to clients.

Additionally, the team maintains comprehensive records of all project-related activities, data sources, and analytical methods. This approach supports the production of clear, concise, and well-structured reports that effectively communicate findings, recommendations, and potential risks

SCOPE OF WORK

EN2 and CEG will provide monitoring and reporting services required to fulfill the requirements of the HMMP as described in the following Scope of Work. CEG will serve as the primary point of contact responsible for ensuring the County's objectives are met and EN2 will provide the SMEs required to complete the technical services. Together CEG and EN2 will provide qualified staff to conduct monitoring.

This scope of work includes tasks to oversee, manage and implement the HHMP as required in the Streambed Alteration Agreement (SAA) EPIMS Notification No. SIE-46050-R2 Kanaka Creek, Natural Environment Study (NES) (2017 Plumbago Road Over Kanaka Creek NES), and Initial Study/Mitigated Negative Declaration (IS/MND) for the Plumbago Road over Kanaka Creek Bridge Replacement Project.

Specifically, the Scope of Work includes:

- Project Management
- Conducting Qualitative Monitoring
- Conducting Quantitative Monitoring
- Preparing and Submitting an Annual Monitoring Report (AMR)

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Task 1 - Project Management

This task allows for collaboration and communication with team members and County staff in-person and through email, telephone conversations, conference calls, and in-person meetings, as well as implementing project management tasks that include submitting reports, monitoring memorandums, and invoices.

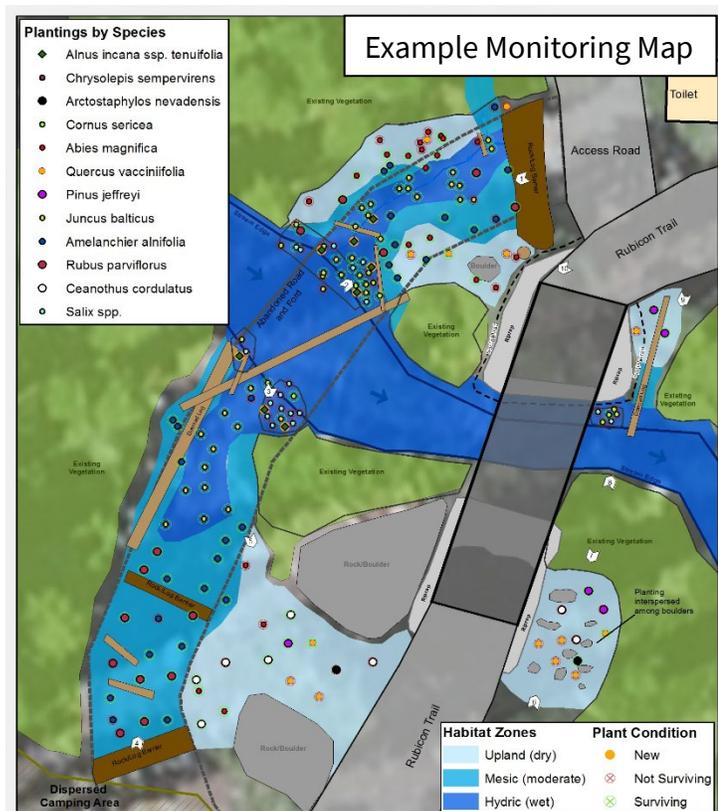
Quality Assurance and Quality Control (QA/QC) includes:

- Review of documents
- Submittal of memos and reports to appropriate County and agency personnel
- Maintaining project schedule

This task’s primary purpose is to ensure Sierra County is in compliance with the Streambed Alteration Agreement.

Task 2 - Monitoring

The Project Team will perform monitoring activities during the five-year monitoring period. Monitoring will occur three times each year during the spring, summer, and fall. During the first monitoring event following restoration, photo point stations will be established that will be utilized during each subsequent monitoring event. At least six stations will be established in the habitat creation areas within the restoration site that accurately represent the condition of the site. Global Positioning System (GPS) position and bearing data will be recorded for each photo point. New pictures will be taken at the same photo point position and bearing during each monitoring occurrence.



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A photo log will be included with each monitoring report. A map of all photo point stations will be created and included in the annual reports. The as-built site map with habitat creation areas and plantings will be updated and include photo point stations and used in the annual reports. All GPS positions will be collected using a Trimble DA2 Receiver with decimeter accuracy. Data will be post processed using differential correction to improve accuracy by minimizing atmospheric induced errors.

Qualitative Monitoring

Qualitative Monitoring will occur **twice each year**, once in the spring and once in the fall. Qualitative monitoring will involve a pedestrian survey that will collect data on the condition of the restoration site including the presence of nonnative plant species or pests that could prevent restoration objectives.

A general assessment of the site will record the following data with each monitoring visit:

- Occurrence of invasive species
- Efficacy of erosion control methods
- Drought stress or flood damage
- Vandalism and other potential plant injury

These monitoring events will assess the condition of the restoration area in order to address any concerns and prevent failure of restoration objectives. Any problems identified will be immediately brought to the attention of the County with instructions for corrective measures and a schedule for implementation, if needed.

The data collected during each monitoring event will be summarized in a brief memorandum along with any plant or maintenance recommendations and submitted to the County within two business days.

Quantitative Monitoring

Once annually during the summer dry season the Project Team will conduct quantitative monitoring during the five-year monitoring period. Data collected during quantitative monitoring will determine if the success criteria of the restoration is being met. Monitoring will involve a pedestrian survey that will collect data on planting health, growth, and survival rate. The percentages of native and nonnative riparian vegetation cover within the restoration area will be recorded using cover estimation diagrams and follow with standard vegetation cover assessment methods. The percentages of native and nonnative riparian vegetation

cover within the restoration area will be recorded with the aid of standard cover estimation diagrams and follow guidelines in California Native Plant Society's (CNPS) Rapid Assessment protocol. Mapping and vegetation assessment/classification will follow guidelines in California Department of Fish and Wildlife's (CDFW) Survey of California Vegetation Classification and Mapping Standards. Pictures will be taken in the same location and bearing established in the photo point stations. Data collected will be incorporated into the annual report which is discussed in Task 3.

Task 3 – Annual Reporting

The Project Team will complete an Annual Monitoring Report (AMR) for each monitoring year for the full 5-year monitoring period. The AMR will provide the information necessary to assess the status and success criteria of the restoration project. Success criteria will be judged based on the established metric in the Habitat Mitigation Monitoring Plan (HMMP) prepared by SWCA Environmental Consultants, February 25, 2025. Success would require 70% survival of tree and shrub restoration plantings by the end of Year 3 and 66% survival of tree and shrub restoration plantings is achieved by the end of the 5-year monitoring period. The County Engineered approved as-built plans will be built upon and updated during future monitoring events that display on-site conditions and photo point stations.

The AMR will include:

- Introduction and project description
- Description of restoration site with an as-built map that displays the most current design plans with survival/mortality of vegetation and potential issues
- Methodology used to collect data
- Results of the qualitative and quantitative monitoring
- Photograph log
- Assessment of the progress and achievement of the success criteria
- Recommendations for any maintenance or measures that may be necessary

The Project Team will complete each final draft AMR annually for submittal to CDFW by February 28 for each monitoring year beginning the year after completion of the installation of the restoration plantings, or as stipulated in the permit documents. The final AMR will contain a statement of success or failure of the restoration site using established criteria.

PROJECT SCHEDULE, DELIVERABLES AND ASSUMPTIONS

Schedule

Monitoring events will begin after restoration has been completed and generally follow the schedule below which is dependent on snow melt, weather conditions, and plant phenology:

- Qualitative Monitoring
 - Spring (April – June)
 - Fall (September – November)
- Quantitative Monitoring
 - Dry Season (August)

A Draft AMR will be submitted to County personnel for review at least 30 days prior to February 28 each monitoring year. The Final AMR will be submitted to the County no later than 15 days prior to February 28 each monitoring year. Monitoring will begin following restoration planting and occur annually for five years.

Deliverables

Quantitative monitoring deliverables will include written documentation with records of percentages of native and nonnative riparian vegetation cover within the restoration area and a photograph log.

Qualitative monitoring deliverables will include a brief memorandum summarizing each site visit and any plant or maintenance recommendations. Each memo will be sent to the County within 20 days of completion of monitoring.

A Draft and Final AMR will be submitted to the County and applicable permitting agencies. The Final AMR will include an as-built map of restoration area with photo point stations and monitoring results.

Projected Hours and Costs Assumptions

- Budget Flexibility:
 - Hours and budget allocations may vary by individual and task; however, the total project budget will not be exceeded.
- Fieldwork and Reporting:
 - Each monitoring event assumes one 10-hour day for a team of two surveyors.

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- The 10-hour day includes travel time, field surveys, and post-fieldwork tasks such as preparation of the 10 qualitative memorandum and photo documentation logs.
- Restoration maintenance will not be conducted by EN2 or CreativEnvironment.
- Five (5) Annual Monitoring Reports consisting of approximately 10 pages will be prepared and submitted to Sierra County.
- Monitoring Frequency:
 - Quantitative Monitoring: Conducted once per year
 - Qualitative Monitoring: Conducted twice per year
- Travel Calculations and Equipment Cost
 - Hours and mileage are calculated from EN2 Resources' Placerville office using the 2025 IRS mileage reimbursement rate.
 - Round-trip travel is estimated at 200 miles per survey event.
 - GPS unit rental is estimated at \$100 per 10-hour day.

PROJECT TEAM

Project Contacts

Ms. Parsons of CEG will act as the Project Director and Senior Advisor, serving as the County's primary point of contact for all service-related matters and overseeing day-to-day operations through to completion. Mr. Waites of EN2 will serve as the Project Manager, responsible for all technical aspects, including monitoring, report and memo preparation, and leading field crews.

Consulting Team Background

CEG is certified as a small, woman-owned business located in Folsom, CA, providing advisory and consulting services regarding natural resources environmental and regulatory compliance. The firm specializes in the development, implementation and delivery of permit, mitigation and compliance strategies that support a variety of project types (public and private, infrastructure and residential development, mitigation site and conservation strategy development and implementation, compliance monitoring during construction etc.). CEG delivers quality environmental documentation and develops creative and practicable project implementation and management approaches. CEG is comprised of two employees.

EN2 is a small business with offices located in South Lake Tahoe and Placerville, less than 60 miles from the Project area. EN2 is uniquely engaged with the communities of the Sierra

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Nevada region, and understands firsthand the local land uses, issues, the people, the politics, the challenges, and the unique ecosystems of the region. EN2's current project commitments include contract engagements with the County of El Dorado's Recreation Division, El Dorado Irrigation District, Tahoe Keys Property Owners Association, Tuolumne Utilities District, private landowners applying for development permits, and regional engineering firms engaged in transportation, water, energy, recreation, and other infrastructure development and improvement projects. EN2 consists of 6 employees and is fully equipped with all the essential field equipment required to support the proposed services.

Consulting Team Experience

The Project team brings extensive expertise and a strong track record in providing environmental compliance, regulatory guidance, and project management services for federally funded transportation projects. Their collective experience spans environmental documentation, permitting, mitigation, monitoring, and regulatory coordination, ensuring seamless project delivery while adhering to federal, state, and local requirements.

With a history of successful engagements on high-profile infrastructure projects—including Sites Reservoir, Sacramento Regional Transit's Light Rail Modernization, and the California High-Speed Rail Program—CEG has demonstrated leadership in developing environmental compliance programs, managing mitigation strategies, and serving as an integral liaison between regulatory agencies, engineering teams, and construction management.

EN2 complements this expertise with decades of experience in environmental planning, biological and wetlands surveying, restoration efforts, and permitting for complex projects such as bridge restoration, watershed conservation, and transportation infrastructure improvements. Their specialized knowledge of regional ecosystems and regulatory frameworks makes them uniquely positioned to navigate the challenges of federally funded transportation projects.

Together, CEG and EN2 offer a comprehensive approach to environmental compliance and project execution, ensuring that all regulatory requirements are met while supporting efficiency, accuracy, and the successful completion of federally funded transportation initiatives.

The following are examples of agency-led projects—state, federally, and locally funded—that demonstrate the Project Team's capability and proven experience in delivering services similar to those outlined in this Request for Proposal (RFP):

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The Sites Reservoir Project, Sites Project Authority, Role: Environmental Regulatory and Compliance Advisor

Sites Reservoir is a proposed 1.5-million-acre foot off stream reservoir in Maxwell, California. Once operational, Sites Reservoir will also be integrated with the State Water Project and Central Valley Project. As part of the Project Integration Team, CEG is supporting program and project-level strategies to support project delivery of the Sites Reservoir Project. CEG is leading the development of an Environmental Compliance Program, approach to Section 408 approval process, mechanisms to fulfill air quality mitigation requirements, and serve as a liaison between Environmental Planning & Permitting, Engineering & Construction, and Procurement and Contract teams to provide environmental compliance technical advice and support delivery of projects/construction packages.

Light Rail Modernization Project, Sacramento Regional Transit District (Sac RT), Role: Environmental Compliance Lead

The Light Rail modernization project includes the implementation of new light rail trains, updates to stations and more frequent service to Folsom area stations. As part of the 4Leaf, Inc Construction Management Team, CEG provided advisory and oversight services required to successfully fulfill environmental mitigation compliance inspection and reporting requirements, including implementation of the Mitigation, Monitoring and Reporting Program (MMRP) and Worker Environmental Awareness Program (WEAP) for the project. CEG's included monitoring and reporting activities throughout the entire construction process, including the project's preconstruction, active construction, and end-of-construction phases.

California High-Speed Rail Program, California High-Speed Rail Authority, Role: Statewide Permit, Permit, Mitigation and Compliance Lead

Ms. Parsons of CEG was responsible for work performed to develop, implement, and deliver permitting/consultation, mitigation (regional and project-specific) and compliance (e.g., Mitigation, Monitoring and Reporting Program (MMRP) implementation and documentation) strategies per adopted Business Plans for the nine sections of the high-speed train system. She reported directly to and assisted the California High-Speed Rail Authority (Authority) Director of Environmental Services in developing and implementing approaches, objectives, scopes of work, comprehensive and integrated schedules, contracts, and budgets as relevant to environmental compliance. In this role, she served as the primary point of contact for regulatory/responsible, cooperating and partnering agencies on behalf of the Authority and Federal Railroad Administration (FRA).

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Monitoring and Restoration for the Bridge Construction Project at Gerle and Ellis Creeks (El Dorado County)

EN2 conducted restoration planting with three years of maintenance and monitoring. EN2 was responsible for site preparation, as-built planting diagrams, restoration reports, and ongoing monitoring reports with photo logs for the revegetation of two restoration sites along the Rubicon Trail. Restoration activities included planting containerized plants, cutting and installing willow cuttings, erosion control measures, and ongoing monitoring and maintenance of both sites.

Monitoring and Restoration for the Bridge Construction Project at Tennessee and Weber Creeks (El Dorado County)

EN2 conducted restoration planting with five years of maintenance and monitoring. EN2 was responsible for site preparation, as-built planting diagrams, restoration reports, and ongoing monitoring reports with photo log for the revegetation of two restoration sites. Restoration activities included planting containerized plants, erosion control measures, and ongoing monitoring and maintenance of both sites.

Environmental Documentation, Permitting, and Wetlands Delineation/Sierra Nevada Yellow Legged Frog Surveys for the Euer Valley Restoration Project (Truckee River Watershed Council)

EN2 and its sub-contractors conducted a detailed site analysis of approximately 30 acres of land owned and managed by the Tahoe Donner Association (TDA), which was a recommended long-term trail improvements project identified in TDA's Trails Master Plan. The site analysis was conducted to inform restoration opportunities and engineered design plan sets related to stream, floodplain, meadow and recreational considerations and to provide biological and cultural resources environmental analyses and documentation needed to complete CEQA per Nevada County requirements. EN2/SEA's scope of work involved project meetings with Truckee River Watershed Council (TRWC), TDA, and Nevada County to review and discuss design plans and to review the CEQA findings and conclusions.

Data review and collection focused on understanding ongoing geomorphic processes, stream responses, and recreational uses of the Project area. EN2/SEA also coordinated geomorphological and topographic field surveys and subsurface geotechnical investigations. EN2/SEA prepared all aspects of the required CEQA Initial Study/Mitigated Negative Declaration. EN2's permitting support allowed TRWC to develop and submit all necessary environmental regulatory permit applications including USACE Nationwide #27, Lahontan RWQCB Section 401 water quality certification, stormwater general construction permit (State

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Water Board), Nevada County grading permit and CA Department of Fish & Wildlife Streambed Alteration Agreement. EN2/SEA also performed Sierra Nevada Yellow Legged Frog surveys as part of US Army Corps of Engineers Section 404 permitting pre-construction requirements. The successful regulatory review and technical process contributions by EN2/SEA allowed construction to proceed in 2024 on the first major phase of TDA's Master Plan for Euer Valley.

Feather River Parkway Project (City of Yuba City)

EN2 supported the City of Yuba City (City) for 10 years completing environmental analyses, construction monitoring, environmental documentation and permits, and agency consultations for construction of the Feather River Parkway Project (formerly Willow Island Project) (Project). In two phases, the Project implemented recreational improvements and converted the Willow Island area into a river front park. The City received funding for the Project from the State of California Resources Agency, through the Proposition 50 California River Parkways Grant Program/Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002.

Phase I of the Project area encompassed approximately 65 acres and created approximately 2.6 miles of public pedestrian and cycling trails, public parking, a pavilion, picnic areas, field sport areas, boardwalk, and beach landing. EN2 worked with the City to design public educational displays and interpretive signage to describe the setting of the viewable habitat (i.e., habitat function, wildlife species, fisheries, the restoration process, regional and state history, the river's significance to the California State Water Project, and its functionality).

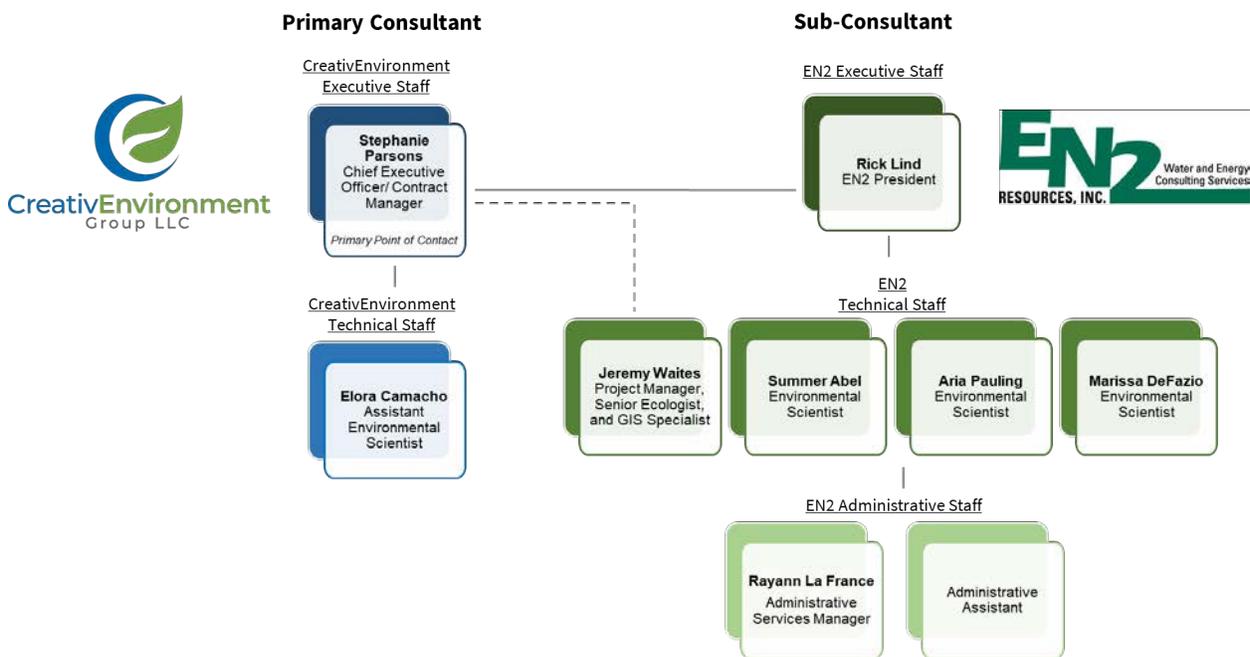
Phase II of the Project expanded and improved the river front created in 2012 (during Phase I) and encompassed approximately 84 acres north of the existing river front park and created 2.6 miles of new public trails. The Project improvements included additional pedestrian and cycling trails, picnic areas, building an elevated structure overlooking the Feather River, and improving access to a pond in the completed Phase I area. The Project enhanced and restored approximately two acres of wetlands and improved and preserved 10 acres of riparian woodlands, and included interpretive signage that described the habitat setting of the Project similar to that produced in Phase I.

For both phases of the project, EN2 prepared the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declarations (IS/MNDs) and regulatory agency permit applications including Clean Water Act (CWA) Section 404 Nationwide Permit from the U.S. Army Corps of Engineers (USACE), CWA Section 401 Water Quality Certification from the Central Valley Regional Water Quality Control Board (CVRWQB), California Fish and Game

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Section 1602 Notification of Streambed Alteration from the California Department of Fish and Wildlife (CDFW), and Encroachment Permit from the Central Valley Flood Protection Board (CVFPB). EN2 also conducted pre-, during, and post-construction field surveys and prepared reports summarizing compliance with permit conditions for protection of riparian and riverine habitat, Elderberry Shrub, Western Pond Turtle, Ferris’ Milk Vetch, and avian species.

Organization Chart



Summary of Staff Qualifications

Ms. Stephanie Parsons, Chief Executive Officer/ Contract Manager

Ms. Parsons possesses extensive expertise in regulatory strategy development, environmental documentation, and collaborative project management and delivery. Her strong leadership capabilities span diverse project types, allowing her to effectively manage small to complex projects while delivering high-quality environmental documentation and innovative implementation strategies.

Her technical proficiency includes regulatory strategy and compliance, compliance monitoring, mitigation planning, project management, and biological resource analysis. Beginning her career as a Wildlife Biologist, she conducted special-status species assessments, targeted surveys, biological resource evaluations, wetland delineations, and

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monitoring during project construction. She also oversaw the preparation of regulatory permits and guided CEQA and NEPA processes. Over time, her role expanded to encompass program and project management, practice development, growth and strategic planning, and regulatory strategy to support environmental processes from concept through design.

Ms. Parsons has authored numerous environmental documents in accordance with federal, state, and local regulations for a wide range of projects across California. Her experience covers compliance with Section 404 and 408 of the Clean Water Act, CEQA, NEPA, both federal and state Endangered Species Acts (Section 7 and 2081/2080.1, respectively), and California Department of Fish and Wildlife (CDFW) Code Sections 1600–1607. She provides regulatory permitting guidance to multidisciplinary development projects and collaborates with agencies such as the U.S. Army Corps of Engineers (USACE), California State Reclamation Board, Central Valley Flood Protection Board, Regional Water Quality Control Boards (RWQCBs), CDFW, U.S. Fish and Wildlife Service (USFWS), California State Lands Commission, and California Coastal Commission.

Ms. Elora Camacho, Associate Consultant

Ms. Camacho, an associate consultant with CEG, has provided long-term support in developing a software system designed to track and demonstrate compliance with environmental commitments, including mitigation measures, permit conditions, and agreements for the Sites Reservoir Project.

She brings extensive experience in monitoring local native and invasive species, as well as processing environmental data. With a diverse background in environmental science and conservation—emphasizing geography, natural science, and a certification in Geographic Information Systems (GIS) — Ms. Camacho is well-versed in biological monitoring and assessment, water quality monitoring, environmental compliance documentation development, and botanical and geological field and lab research.

Rick Lind, EN2 President – Principal-In-Charge

Mr. Lind is the president and owner of EN2 (established in 2000) and has more than 40 years of experience specializing in California, federal and local environmental regulatory compliance, feasibility evaluations, and agency/public consultations, and has specific expertise in aquatic and riparian restoration projects as well as water, energy, recreation, and transportation project infrastructure, and associated permitting. Mr. Lind has a reputation for technically and procedurally defensible environmental regulatory processes, and practical construction and operation mitigation compliance and monitoring programs. He has served as CEQA Lead

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Agency representative for several large, multi-agency joint State/Federal CEQA/NEPA processes, dozens of CEQA initial studies/mitigated negative declarations, and NEPA environmental assessments for restoration, water, recreation, and energy clients.

Mr. Jeremy Waites, Project Manager/Senior Ecologist

Mr. Waites will serve as Project Manager by overseeing and organizing Project activities, communicating with team members and the County, and assisting with the Biological and Botany Review while working within an established budget. He has 21 years of ecology experience and has worked with EN2 for 11 years. As well as acting as a Project Manager he has authored numerous Biological Assessments and Evaluations as well as Environmental Impact Reports on multiple projects. He is proficient in Biological Sections in CEQA documentation and Wetland Delineations. Mr. Waites has performed biological and botanical reviews that include surveys and analysis of rare plants, noxious weeds, threatened and endangered animals, and nesting birds. Many species evaluated were endemic to this area such as the Pine Hill endemic plants, Pleasant Valley mariposa lily, and Stebbins phacelia. He is also skilled in GIS with skills in spatial analysis, database searches, and creating maps that adeptly display data that help support Project objectives. Mr. Waites is an ISA certified arborist and has performed numerous oak canopy assessments for small private landowners and large developers in El Dorado County.

Ms. Summer Abel, Environmental Scientist

Ms. Abel will perform the Biological and Botany Review. She is a graduate of the University of California Davis with a bachelor's degree in environmental science and management and has been working with EN2 for three years. She has spent hundreds of hours in the field throughout the central valley, foothills, and Sierra Nevada's. Ms. Abel has field work and survey experience with California trees, wildflowers, and invasive species. She is experienced in using a dichotomous key for plant ID, collecting data points, and using ArcGIS to display spatial data. As an environmental scientist, Ms. Abel also assists in report writing, data collection, research, and permit applications. She has over two years of experience in ArcGIS mapping that includes the use of databases such as CNDDDB, USFWS National Wetland Inventory, and CalVeg Land Cover. She has completed noxious weed, rare plant surveys, and aquatic plant surveys for projects such as El Dorado Irrigation Hydroelectric Project, the American River Hydrologic Observatory Upgrades, El Dorado County Rubicon Trail HMP, and the annual Tahoe Keys Aquatic Macrophyte Survey. For these and other similar projects, Ms. Abel helped write the associated reports summarizing the findings with mapping, survey results, and recommendations. She has also completed overall habitat, biological, and

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ecotonal surveys for the TUD Ditch Survey, and Tahoe Keys Control Methods Test. Prior to the field surveys for these projects, she did CNDDDB database searches, and afterward helped compile biological and ecotonal reports, mapping any notable results. Ms. Abel has also prepared CEQA Notice of Exemptions (NOEs) for the American River Hydrologic Observatory Upgrades and Leek Springs Meadow Restoration. This involved coordinating with Federal entities such as the United States Forest Service and United States Bureau of Reclamation to fulfill their requirements and help prepare documents such as a decision memo. She also has experience in conducting pre-construction bird nesting surveys which were completed in the Eureka Road Pipeline Extension Project.

Aria Pauling, Environmental Scientist

Ms. Pauling will assist with the Biological and Botany Review. She is a recent graduate of the University of Nevada, Reno with a bachelor's degree in Wildlife Ecology and Conservation. Ms. Pauling assists with completing surveys for rare and noxious plants, aquatic plants, and endangered animals for projects such as the El Dorado County Rubicon Trail HMP, El Dorado Irrigation District, Euer Valley Restoration Project, and Tahoe Keys Aquatic Macrophyte Survey. Ms. Pauling records, organizes, and analyzes collected data from various projects. She is currently in the lead for managing data for the ongoing Tahoe Keys Control Methods Test (CMT), which involves maintaining a data collection database and ensuring that all data is accurate, complete, and available. She also supports EN2 with management of the CMT by participating in and recording notes during coordination meetings, document preparation, and collaboration with contractors. Ms. Pauling has experience using a dichotomous key to identify plant species as well as operating a GPS unit. In addition, Ms. Pauling assists with technical report writing and conducts project-related research.

Marissa DeFazio, Environmental Scientist

Ms. DeFazio is a recent graduate from Southern Oregon University (SOU) with a Bachelor of Science in Environmental Science and Policy. Throughout her time at the university, she accrued many hours of field work in both Southern Oregon and Northern California, learning an array of methodologies pertaining to environmental research and data collection such as species identification, water quality monitoring, soil sampling and analysis, and wildfire fuel inventory monitoring. Ms. DeFazio has received extracurricular credentials from (SOU) in environmental research and data analysis, emphasizing her skills with software such as ArcGIS and ArcGIS Pro for spatial analysis and mapping, and RStudio and Microsoft Excel for data analysis.

Statement of Commitment

CEG and EN2 are fully committed to fulfilling their obligations to the County, recognizing the importance of reliability and maintaining a strong professional reputation. The proposal was carefully developed to ensure that each team member has both the capacity and dedication to effectively serve the County.

CEG and EN2 are both closely located to the Project site, which enables faster response times for site assessments, monitoring, and meetings and allows flexible site visits and real-time updates, ensuring the project stays on schedule and within scope. Proximity to the Project site drastically cuts down on travel expenses, including fuel, vehicle wear, and staff time. Additionally, the Project Teams' locality provides for a deeper knowledge of the region's environmental conditions and natural resources.

With decades of experience, the Project Team has refined methodologies and approaches to align with the County's specific objectives. Together, CEG and EN2 offer a highly responsive group of experts in regulatory compliance, natural resources, cultural and biological resources—ready to implement HMMP requirements and address any anticipated or unforeseen challenges during Project execution.

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Consulting Team References

Agency	Contact Name	Title	Contact Information
CEG Client References			
Sites Project Authority	Ali Forsythe	Environmental Planning and Permitting Manager	Tel: (916) 880-0676 Email: aforsythe@sitesproject.org
4LEAF	Jon Blank	Construction Manager	Tel: (916) 799-2438 Email: jblank@4leafinc.com
EN2 Client References			
County of El Dorado	Zachary Perras	Parks Manager	Tel: 530-621-7538 Email: Zachary.perras@edcgov.us
Truckee River Watershed Council	Eben Swain	Program Manager	Tel: (530) 550-8760 ext. 7 Email: eswain@truckeeriverwc.org

COST PROPOSAL

As requested in the County’s RFP, the Project Team’s cost proposal for the defined scope of work (including a rate schedule) will be submitted to the County in a separate sealed envelope marked “Cost Proposal.”

RESUMES FOR EXECUTIVE AND TECHNICAL STAFF

CreativEnvironment Group, LLC

- Stephanie Parsons, Chief Executive Officer/Contract Manager
- Elora Camacho, Associate Consultant

EN2 Resources, Inc.

- Rick Lind, Principal-In-Charge
- Jeremy Waites, Project Manager/Senior Ecologist
- Summer Abel, Environmental Scientist
- Aria Pauling, Environmental Scientist
- Marissa DeFazio, Environmental Scientist



Stephanie Parsons
 CreativEnvironment Group LLC
 YEARS OF EXPERIENCE: 27

EDUCATION: B.S., Biology, Chemistry minor, California State University, Sacramento

PROFESSIONAL AFFILIATIONS: Association of Environmental Professionals & Association of Women in Water, Energy and Environment

The owner of CreativEnvironment Group LLC, Stephanie provides effective, efficient and practical strategies and approaches to support delivery of projects and programs. She has served in project/program management roles leading strategy development to support environmental processes required during the concept phase through to implementation. She has an innate ability to foster a collaborative climate amongst working teams, manage complex projects while delivering quality environmental documentation, and develop creative project implementation and management approaches with a focus on pragmatic solutions. Stephanie provides expertise in navigating through State and federal regulatory processes and permitting, natural resource compensatory mitigation, demonstration of compliance, and integrated project and program delivery. Her experience spans across a variety of project types for private, public, government and of Statewide and regional significance such as the Delta Conveyance Project, Sites Reservoir Project, and California High-Speed Rail System.

BOARD OF DIRECTORS

Association of Environmental Professionals, Superior California Chapter, Vice President of Programs

KEY CONTRIBUTIONS

Policy, Procedure and Guidance Development

State and Federal Regulatory Permitting and Consultation

CEQA and NEPA Compliance

Mitigation, Monitoring and Reporting Program Development, Implementation and Compliance

Integration with Project Delivery Teams

Program and Project Delivery Mapping and Risk Avoidance

PROJECT EXPERIENCE

The Delta Conveyance Project, Sacramento-San Joaquin Delta, California

State Water Contractors, CEQA/NEPA Compliance

On behalf of the State Water Contractors (SWC), supports and collaborates with the Department of Water Resources (DWR) CEQA/NEPA in development of the Environmental Impact Report (EIR) and Environmental Impact Statement developed by the U.S. Army Corps of Engineers (USACE) for the Delta Conveyance Project. Responsibilities include collaborating with SWC's member agency representatives (24 environmental specialists, environmental attorneys and public water agency managers) and providing their input into the EIR, identify and elevate major issues for resolution at the appropriate organizational level, advise on approach strategy and technical review of the EIR and associated technical documents, and support oversight of and collaboration with DWR's consultant and Design Conveyance Oversight (DCO) teams. Participant in collaborative development of integrated processes required for compliance with Section 7 and Section 2081 of the Federal Endangered Species Act and California Endangered Species Act, respectively; Change in Points of Diversion/Water Right; Delta Plan Consistency Determination; Section 106 of the National Historic Preservation Act; Section 404 and 401 of the Clean Water Act; Section 1600 et seq of the Fish and Game Code; Section 14 ("Section 408") of the Rivers and Harbors Act; and public and stakeholder outreach including Tribal Groups and Non-Government Organizations (NGOs), and the Community Benefit Program. Provide monthly project status updates to SWC General Managers, participate in policy meetings, environmental and permitting working groups, and the Community Benefit Program Working Group.

The Sites Reservoir Project, Sacramento Valley, Glenn, and Colusa County, California

Sites Project Authority, Environmental Compliance Program Lead and Regulatory Compliance Advisor

As part of the Project Integration Team, leading the development of an Environmental Compliance Program for the Sites Reservoir Project to demonstrate its compliance with all environmental commitments. Key elements of the program will include policies and procedures, program structure and processes for planning, implementation, corrective action, and management review. This Program will be useful in identifying, developing, and implementing a 'cradle to grave' approach with continuous improvement to create an environmental compliance assurance program. Additional tasks include developing an approach to Section 408 approval process to support the USACE's issuance of a Clean Water Act Section 404 permit for the Project, collaborating with Air Districts in developing an MOU and mechanisms to fulfill air quality mitigation requirements, and serve as a liaison between Environmental Planning & Permitting, Engineering & Construction, and Procurement and Contract teams to support delivery of projects/construction packages.

California High Speed Rail System, Statewide, California

California High Speed Rail Authority, Program Permit, Mitigation and Compliance Lead

Responsible for work performed to develop, implement, and deliver permitting/consultation, mitigation (regional and project-specific) and compliance (e.g., MMRP implementation and documentation) strategies per the Business Plan for the nine sections of the State-wide high-speed train system. Direct report to the California High Speed Rail Authority Director of Environmental Services in developing and implementing policy, approaches, objectives, scopes of work, contracts and budgets and serve as a lead point-of-contact with regulatory agencies on behalf of the Authority and Federal Railroad Administration (FRA). Stephanie's key contributions included supporting project delivery, developing and implementing integrated environmental review and permitting processes, and ensuring comprehensive mitigation planning.

Light Rail Modernization Project

Sacramento Regional Transit District (Sac RT), Role: Environmental Compliance Lead

The Light Rail modernization project includes the implementation of new light rail trains, updates to stations and a more frequent service to Folsom area stations. As part of the 4Leaf, Inc Construction Management Team, CEG provided advisory and oversight services required to successfully fulfill environmental mitigation compliance inspection and reporting requirements, including implementation of the Mitigation, Monitoring and Reporting Program (MMRP) and Worker Environmental Awareness Program (WEAP) for the project. CEG's advised on the successful completion of monitoring and reporting activities throughout the entire construction process, including the project's preconstruction, active construction, and end-of-construction phases.

Lower Northwest Interceptor Program

Sacramento Regional County Sanitation District (SRCSD), Environmental Team Leader

Served as the Environmental Team Leader as part of the Program Management Team for the construction of a 19-mile sewer pipeline project owned by SRCSD. Responsibilities included managing and overseeing compliance with MMRP requirements and permit conditions which included supervising a team of field biologists and archaeologists which perform daily archaeological and biological surveys; managing environmental and SWPPP monitoring; overseeing and documenting permit compliance; developing project mitigation for various SRCSD local projects; coordinating permit amendments and changes in project activities with regulatory agencies; and overseeing preparation and submittal of final project reports.

Stockton Delta Water Supply Project Feasibility Study, EIR, and Permitting

City of Stockton, Project Manager

The project involved construction of a Water Treatment Plant, 12.7 miles of raw and 4.5 miles of treated water pipelines, and a new intake facility and associated infrastructure north of Stockton. Served as the project manager overseeing compliance with the Mitigation Monitoring and Reporting Program (MMRP), environmental permits, and San Joaquin County Multi-Species Habitat Conservation Plan throughout the project's pre-construction, active construction, and end-of construction phases.

South Interceptor and Mather Interceptor (SIAMI) Projects

Sacramento Regional County Sanitation District (SRCSD), Wildlife Biologist and Permit Specialist

Served as wildlife biologist and permit specialist on a multidisciplinary team of engineers, public outreach, surveyors, real property and environmental specialists that designed and help implement two major sewer interceptor projects. Assisted SRCSD obtain regulatory permits (Section 404, Section 1600, and Section 401) as well as obtain NEPA compliance from the Bureau of Reclamation for the Mather Interceptor where it crosses under the Folsom South Canal. Issues analyzed for these projects include vernal pools, giant garter snake, valley elderberry longhorn beetle, Swainson's hawk, burrowing owl, and special-status plant species.

West Stanislaus Fish Screen Feasibility Study

West Stanislaus Irrigation District (WSID) and United States Bureau of Reclamation, Project Manager

Served as the Project Manager, responsible for surveys to support and preparation of environmental documentation and alternative analysis of suitable locations for the fish screens. The WSID feasibility study objective was to determine if the diversion from the San Joaquin River can be screened and in what manner. Deliverables included a Cultural Resources Inventory Report, Biological Resources Report, Technical Fisheries Report, and Feasibility Report.

San Joaquin Irrigation District South County Surface Water Supply Program EIR

Stanislaus and San Joaquin Counties, Project Manager

This project included installation of 40 miles of pipeline (30- to 55-inch diameter pipe), a pump station, and construction of a cyclist/pedestrian bridge. Served as Permit Specialist, responsible for preparation of a Permit Plan and Workbook describing the regulatory agencies, authorities, permit requirements, and preliminary assessment of the specific application of the permit requirements to this project. The Workbook provided information and materials required to achieve complete permit applications and to assist the engineers in developing project design concepts that minimize environmental permit requirements. Permits submitted for project authorization included, but were not limited to, the U.S. Coast Guard, USACE, CDFW, and California State Lands Commission.



Elora Camacho Associate Consultant



YEARS OF EXPERIENCE: 7

EDUCATION:

- Bachelor of Arts, Earth Science, Department of Geological Sciences, California State University, Fullerton
- Associate's Degree, Natural Science, Orange Coast College
- Certificate in Geographic Information Systems

PRESENTATIONS AND PUBLICATIONS:

- Environmental Awareness Training for the Field Operations team of the Division of Boating and Waterways
- Aquatic Invasive Plant Control Program Biological Assessment and 2024 Annual Report
- Undergraduate research project on fossilized corals in a Paleontology lab at California State University, Fullerton
- The Ronald W. Caspers Wilderness Park Floristic Project presentation on botany studies and plant communities in the park

AWARDS AND ACKNOWLEDGEMENTS:

- Wilderness First Aid and CPR Certified by the California Department of Parks and Recreation
- Forklift Certified by OSHA
- NASA Applied Remote Sensing Training (ARSET) certificate in Invasive Species Monitoring with Remote Sensing
- Awarded the Outstanding Major, B.A. in Earth Science by the Department of Geological Sciences at California State University, Fullerton
- Cataloging the native flora of Casper's Wilderness Park in South Orange County with OC CNPS

Elora has a diverse background in environmental science and conservation with a focus in geography, natural science, and a certification in Geographic Information Systems (GIS). She is experienced in biological monitoring and assessment, water quality monitoring, developing environmental compliance documentation, and botanical and geological field and lab research.

EXPERIENCE

Sites Environmental Commitment Tracker, Sacramento, California

CreativEnvironment Group

Development Support

As part of the Environmental Planning and Permitting team, her responsibilities and accomplishments include:

- Assisting with developing a software system for tracking and demonstrating compliance with all environmental commitments, including mitigation measures, permit conditions, and agreements for the Sites Reservoir Project.

Aquatic Invasive Plant Control Program, Sacramento-San Joaquin Delta, California

California State Parks and Recreation, Division of Boating and Waterways

Environmental Services Intern

As part of the program team, her responsibilities and accomplishments included:

- Monitoring native and invasive species in the Sacramento Delta navigable waterways via research vessel;
- Conducting regular water quality testing to utilize aquatic pesticides;
- Writing regulatory documents such as the 2024 Biological Assessment and the Aquatic Pesticide Application Plan for the NPDES Permit and;
- Conducting research using investigative techniques and softwares such as ArcGIS Pro, FieldMaps, Google Maps, Excel, and Access;

Quality Assurance Team, Irvine, California

Waymakers

Quality Assurance Specialist

As part of the quality assurance team, her responsibilities and accomplishments included:

- Managing and analyzing protected electronic records, data, and billing;
- Regulating compliance with state and county requirements in staff's documentation and;
- Analyzing data reports on a regular basis and reconciling errors.

Geology Department Laboratory, Fullerton, California

California State University, Fullerton

Laboratory Assistant

As part of the laboratory team, her responsibilities and accomplishments included:

- Collecting and preparing sediment cores and;
- Processing sediment samples with various analytic techniques to identify mineral components and soil composition.

Affiliations

- Board-Approved El Dorado County Water Agency Representative
- El Dorado County Water Agency Representative for Tahoe Basin
- Chair, Legislative and Governmental Affairs Committee, Mountain Counties Water Resources Association
- Former Board Director and Chair, Tahoe Prosperity Center

Professional History

- President, EN2 Resources, Inc., established March 2000
- Senior Project Manager, Surface Water Resources, Inc., 1996-2000
- Senior Project Manager, Beak Consultants, Inc., 1995-1996
- Director, Natural Resources and Environmental Regulatory Management, Resource Management International, Inc., 1984-1995
- Associate Land and Water Use Analyst, California Department of Conservation, 1981-1984
- Energy Resources Specialist – Geothermal and Hydroelectric Projects, California Department of Water Resources, 1979-1981

Background

Mr. Lind is the President and owner of EN2 Resources, Inc. and has over 40 years of experience specializing in California water resources, federal, state, and local environmental regulatory compliance, water and energy planning and feasibility evaluations, and agency/public consultations, and has specific expertise in water and energy project and program-related planning, development, and operations. He designs and manages large, complex, and sometimes multiple-party projects, and works constructively with resource and regulatory agencies to identify, address, and resolve critical issues. He currently serves as Project Manager for El Dorado County Water Agency's collaborative development of the American River Hydrologic Observatory, Project Manager for the Tahoe Keys Property Owners Association's Tahoe Keys Lagoons Restoration Program and is leading the preparation of Tuolumne Utilities District's Wildfire Defense Plan grant program awarded in early 2023. He has served lead consulting roles in CEQA/NEPA and permitting the construction of the 340 – mile long CA-OR 500 kV Transmission Project, the reconstruction of the Glenn-Colusa Irrigation District's 3,000 cfs water supply diversion on the upper Sacramento River, and reconstruction of El Dorado Irrigation District's (EID) Hydroelectric Project 184 on the

South Fork American River. From 2009 through 2015, Mr. Lind served as Senior Project Manager for EN2's license implementation consulting agreement with SMUD for the Upper American River Project (FERC Project No. 2101). For the City of Santa Clara, Mr. Lind has since served as lead CEQA consultant for the relicensing and overlapping operations of the Silicon Valley Power/P&G&E Buck's Creek Hydroelectric Project (FERC Project No. 619). Regulatory programs in which Mr. Lind has extensive experience include the Federal Energy Regulatory Commission Hydroelectric Licensing, California Environmental Quality Act, National Environmental Policy Act, Endangered Species Act(s), Clean Water Act, Clean Air Act, and El Dorado County's General Plan implementation. Mr. Lind's participation on the Mountain Counties Water Resources Association's Legislative and Governmental Affairs Committee helps him to stay apprised of developing legislative and regulatory issues specific to the Sierra Nevada watersheds.

Representative Experience

Wildfire Defense Plan Grant Application, Award Management, and Ongoing Environmental Services – Tuolumne Utilities District's - Under the direction of Mr. Lind, EN2 staff prepared a successful application for a Wildfire Defense Plan grant to the U. S. Forest Service on behalf of the Tuolumne Utilities District in 2022. Awarded by the USFS in 2023, Mr. Lind will serve as the Project Manager for directing EN2's and Conservation Biology Institute's (as a subconsultant to EN2) preparation of two plans under the grant. The first plan will be a forest management plan that will identify management actions for vegetation habitats in the vicinity of TUD infrastructure. The purpose of the first plan is to minimize future catastrophic wildfire risks and increase wildfire resiliency for TUD's infrastructure. The second plan will be to identify locations and designs for raw water draft points from TUD's raw water supply ditch that serves TUD potable and agricultural water supplies throughout its service area. The purpose of the second plan is to establish fire suppression agency agreed-upon water draft points from the 70-plus mile raw water ditch (that runs almost year-round) during fire suppression activities to improve protection of critical Tuolumne County infrastructure and public safety, and to increase overall fire suppression capacity and reduce firefighting demands upon TUD's potable water supply system.

Environmental Documentation and Permitting for the Euer Valley Restoration Project – Truckee River Watershed Council - EN2 (dba SEA) was retained by Truckee River Watershed

Council (TRWC) to support the design, CEQA compliance, permitting, and now 2023 pre-construction activities for the Euer Valley Restoration Project. Mr. Lind served as Project Manager working with TRWC and the Truckee-Donner Association (landowner) to lead the CEQA process, and support design and permitting of year-round trail, stream (bridge) crossing, and Upper Prosser Creek restoration actions to reduce historic and current recreation impacts. Mr. Lind directed and contributed to the Nevada County-approved CEQA Initial Study/Mitigated Negative Declaration process, and SEA staff prepared the CEQA documentation and performed the biological and cultural resources site reviews and analyses supporting the CEQA document. SEA (EN2) is currently performing Sierra Nevada Yellow Legged Frog surveys as part of US Army Corps of Engineers Section 404 permitting pre-construction requirements. The successful regulatory review and technical process contributions by EN2/SEA will allow the first major phase of TDA's Master Plan for Euer Valley to become a reality.

Oak Woodland Management Plan (OWMP) CEQA Documentation – El Dorado County – EN2 was the lead consultant and Mr. Lind served as Project Manager for preparing the County's OWMP and associated CEQA documentation, which was required to comply with 2004 General Plan Measure CO-P. The OWMP included a recommended fee structure for implementing the Option B portion of Policy 7.4.4.4 (mitigation fee in lieu of oak woodland retention and replacement), and also served as the initial oak woodland component of the County's Integrated Natural Resources Management Plan. Mr. Lind made presentations at 10 public workshops and meetings before the Planning Commission and Agricultural Commission to review the technical, mapping financial, and policy aspects of preparing and implementing the OWMP.

Union Valley Bike Trail: Tells to Yellowjacket – SMUD – EN2 assisted SMUD with completing the evaluation, selection, and design of the Union Valley Bike Trail Extension – Tells to Yellowjacket Project. Mr. Lind has served as Task Manager for the past two years on this new, one mile segment of bike trail from Tells Creek to the Yellowjacket Campground, which includes the installation of a bridge across Tells Creek. Project tasks included: field surveys; trail alignment evaluations; biological, cultural, hydrological evaluations and assessment reports; trail design option evaluations; land ownership/acquisition study; construction cost estimates for alternative designs and construction methods; timber harvest and construction design specifications; and applications for construction permits.

El Dorado Hydroelectric Project (FERC No. 184) Reconstruction Permitting and CEQA/NEPA Compliance – EID – Mr. Lind managed environmental compliance and permitting, agency coordination, and CEQA/NEPA construction monitoring and

reporting on EID's Project 184 hydroelectric license amendment. EN2 secured USFS special use permits, Clean Water Act (CWA) Section 401 Certifications, CWA Section 404 permits, FERC Authorizations to Proceed and other approvals for a new 165 cfs capacity diversion dam on the SFAR (completed November 2000), a new 2-mile long, 8-foot diameter tunnel (completed July 2003), and environmental restoration of 2.3 miles of abandoned El Dorado Canal bench that is bypassed by the new tunnel (completed October 2003).

NPDES Permit, Waste Discharge Requirements Permit, Project Management, and Compliance Monitoring and Reporting for the Control Methods Test – Tahoe Keys Property Owners Association – As part of the Tahoe Keys Property Owners Association's Tahoe Keys Restoration Program, Mr. Lind has supported TKPOA for over 10 years on securing public funding, completing environmental review processes, securing Clean Water Act permits, and implementing actions to improve water quality and reduce the lagoons-wide infestations of aquatic invasive plants. Upon receiving unanimous project CEQA/NEPA and permitting approvals from the Lahontan Regional Water Quality Control Board and Tahoe Regional Planning Agency Board in early 2022, Mr. Lind is now managing a 3-year implementation testing project (Control Methods Test or CMT) in which herbicides, new technology UV-C light, and traditional bottom barriers and diver removal of invasive plants are being tested over a 27-acre portion of the 172 acres of lagoons. EN2 (dba Sierra Ecosystem Associates or SEA) is supplying Program Management services in association with Dr. Lars Anderson of the UC Cooperative Extension Service under the direction of Mr. Lind, which includes technical evaluations and reporting, mitigation compliance reporting, and efficacy evaluations for the alternative treatments being tested as part of the CMT. The CMT represents the first ever approval of aquatic herbicide applications that have been permitted for Lake Tahoe.

Grant Application, Congressionally Designated Authorization, and Award Management for the American River Basin Hydrologic Observatory Project – El Dorado Water Agency - In support of the El Dorado County Water Agency's mission to help 'ensure sufficient water for El Dorado County now and in the future', Mr. Lind led the preparation of a successful grant application to the USBR WaterSMART program to upgrade two ARHO stations within the UC Merced Sierra Nevada Institute's ARHO Network. The new, state-of-the-art, real-time reporting instrumentation will greatly improve the accuracy of water supply forecasting for the American River Basin, and also create a new, publicly accessible online dashboard to increase and improve the accessibility and usefulness of the data. After initiating the grant project, Mr. Lind then supported the Agency with seeking and securing Congressionally Designated Spending (via Senator Alex

Padilla) for the second phase of the ARHO Network upgrades, which will convert 4-5 more of the research grade stations to operational-grade, real-time reporting for the online dashboard. Mr. Lind is serving as the Project Manager for the grant award upgrades and now the second phase of the ARHO Network upgrades. UC Merced's Sierra Nevada Institute and the stakeholders engaged in the upgrade project estimate that the current variation in water supply forecast accuracy produced by the existing CDEC and NRCS networks will be reduced by about one half once the entire ARHO Network upgrades are completed.

Yuba City Water Treatment Plant Expansion Project – City of Yuba City – EN2 was retained to complete CEQA Initial Study/Mitigated Negative Declaration requirements and lead an environmental permitting program for expanding the City's Feather River water intake and treatment facilities from the previous 24 mgd capacity to 36 mgd capacity. As agency liaison lead, EN2 was responsible for consulting with fisheries and other resources agencies, determining applicable permitting requirements, and securing required state/federal endangered species act approvals and other permits necessary for the selected alternative. As with the successfully completed City of West Sacramento's Bryte Bend Water Treatment Plant Expansion Project and Glenn-Colusa Irrigation District's Hamilton City Pumping Plant Fish Screen Improvement Project, Mr. Lind designed the environmental regulatory program for this project to include early and regular agency briefings, early issue identification, and technical-based impact mitigation negotiations to facilitate the overall planning, permitting, and design process.

Bucks Creek Hydroelectric Project – Mr. Lind was the CEQA lead for the City of Santa Clara on CEQA compliance in support of relicensing the Bucks Creek Hydroelectric Project under the FERC Integrated Licensing Process (ILP). The City of Santa Clara was the CEQA Lead Agency, a role that is frequently served by the State Water Board for FERC hydro projects. As the City neither relicensed a hydro project nor taken CEQA leadership on one, Mr. Lind and the EN2 staff provided technical services, prepared the CEQA Initial Study/Mitigated Negative Declaration, and supplied strategic guidance through all steps and activities associated with both CEQA and the ILP.

Water Rights and Related Support Services – El Dorado County Water Agency - Mr. Lind and other EN2 staff have supported the County Water Agency on numerous water rights, successful grant applications, and other water resources investigations and initiatives for over 12 years. The efforts have included support of County purveyor water supply projects, drought planning and responses, water demand projections for M&I and agriculture, public and agency

communications, and interregional investigations involving Central Valley Project and State Water Project operations.

Renewable Energy Regional Exploration Project – South Tahoe Public Utility District (STPUD)/California Energy Commission (CEC) - Mr. Lind directed the preparation of a grant application, and then served as Project Manager for the successful CEC award of funding to STPUD for implementing the Renewable Energy Regional Exploration Project. This project inventoried, analyzed the environmental, engineering, utility, and economic feasibility, and then presented the most feasible community-scale regional renewable energy projects for the Tahoe region El Dorado County and Alpine County areas. Dozens of solar, small hydro, micro combustion turbine (combined heat and power), biomass, and geothermal renewable energy projects were identified, evaluated, and then documented as part of a series of 4 reports that addressed the potential for renewable energy in the southern Lake Tahoe region. These reports formed the foundation for STPUD's future (implemented) renewable energy solar project that now supports STPUD's South Lake Tahoe wastewater treatment plant.

Increased Sacramento River Diversions of 182,900 Acre-Feet for Rice Straw Decomposition, Waterfowl, and Winter Season Irrigation – Glenn-Colusa Irrigation District – Mr. Lind was Principal author and CEQA lead on two CEQA Initial Study/Negative Declarations on behalf of GCID for a water right application to the State Water Resources Control Board for increasing November through March diversions from the Sacramento River by up to 182,900 acre-feet annually at a maximum increased rate of 1,200 cubic feet per second from the Hamilton City Pumping Plant. The application for increased diversions was approved by the SWRCB in 2001 and then affirmed with the second IS/ND in 2012. The water allowed farmers to phase-out rice straw burning, enables GCID to deliver increased supplies to waterfowl refuges as authorized by the Central Valley Project Improvement Act, and expanded early season crop production options in the region.

California-Oregon Transmission Project EIS/EIR – Transmission Agency of Northern California - Mr. Lind served as CEQA lead agency representative and EIS/EIR coordinator, and also directed and participated in a wide range of analyses for routing and constructing the 340-mile California-Oregon 500-kV Transmission Project from southern Oregon to central California. Mr. Lind served as Secretary to a multi-utility (public and private) Environmental Committee performing oversight of environmental studies and EIS/EIR preparation. Tasks included negotiating mitigation with U.S. Fish and Wildlife Service for the first Endangered Species Act Incidental Take Permit that was issued for the northern spotted owl, preparation and processing of NEPA and CEQA

public notices, and conducting over 50 public and agency workshops and hearings throughout California and Oregon.

Drought Actions: State, Federal, and Local Implementation – El Dorado County Water Agency – EN2 was tasked by the Water Agency to inventory and track drought legislation, policy changes, new program developments and grant opportunities in support of the Water Agency as a leader on drought related initiatives. In addition to an inventory of State and Federal drought actions from 2013 to 2015, EN2's scope included local water purveyor implementation actions related to drought planning including funding requests and/or operational needs. EN2 reported on: 1) state and federal drought related legislation and government actions; 2) drought related program developments; 3) new and existing funding/grant opportunities; and 4) local water purveyor drought planning activities.

El Dorado County Hydroelectric Development Options Study - El Dorado County Water Agency and El Dorado Irrigation District – Mr. Lind served as Project Manager of a multi-disciplinary consultant team and Hydro Advisory Panel charged with identifying, evaluating, and recommending the most feasible hydroelectric development options throughout El Dorado County. The Hydroelectric Development Options Study was completed and presented to the El Dorado Water and Power Authority in June 2009. The study recommends immediate implementation of six economically viable options at existing water facilities, development of a hydrokinetic demonstration project, and detailed feasibility studies of seven other hydro options that could assist with reaching a recommended goal of Energy Independence for the County. The study was completed within the original budgeted amount and identifies several hydroelectric projects that will yield substantial net revenues for the purveyors' customers.

Hamilton City Pumping Plant Fish Screen Improvement Project EIR/EIS – Glenn-Colusa Irrigation District – Mr. Lind was CEQA Lead Agency Project Manager for the preparation and certification of an EIR/EIS on behalf of the Glenn-Colusa Irrigation District (GCID), California Department of Fish and Game, U.S. Army Corps of Engineers and U.S. Bureau of Reclamation for constructing fish screen improvements on GCID's 3,000 cfs Hamilton City Pumping Plant on the upper Sacramento River. Final design and construction included an approximately 1,100-foot long 3/32-inch flat plate fish screen, an internal fish bypass system, and a gradient facility across the Sacramento River. Mr. Lind served as Secretary to and coordinated a multi-agency work group charged with ensuring CEQA, NEPA, state and federal Endangered Species Acts, water quality, and other regulatory compliance. Mr. Lind prepared CEQA findings and statements of overriding consideration on behalf of the lead agencies and he designed and prepared a mitigation monitoring and reporting program

for a wide range of riparian, fisheries protection recreation and public safety measures. Key issues included analyses of alternative means of simultaneously protecting fish (including the federally threatened/state endangered winter-run chinook salmon) while re-establishing reliability in GCID's diversions from the Sacramento River.

Professional History

- Sr. Regulatory/Biological Resources, EN2 Resources, Inc., 2012 to present
- USFS, Eldorado National Forest, Botanist, 2012
- National Park Service, Lassen National Park., GIS Coordinator/Botanist, 2009-2011
- USFS Southern Research Station, Research Technician, 2005-2009

Certifications

- ISA Certified Arborist
- ArcGIS Desktop 10.7 Certification
- California DPR Qualified Applicator License

Background

Mr. Jeremy Waites has 15+ years of ecology experience in the Sierra Nevada, the Cascade Mountains, and the California central valley. He also has 6 years of ecology experience in systems of the coastal plain and piedmont plateau of the southeastern United States. He is proficient in Biological Sections in CEQA documentation, Wetland Delineations with permit applications. He has authored Biological Assessments and Evaluations as well as Environmental Impact Reports.

Representative Experience

El Dorado County - Rubicon Trail Habitat Management Program (HMP) – Conducted habitat analysis surveys for threatened and endangered species. Authored the HMP with sensitive and listed species assessments and monitoring plans.

El Dorado County – Rubicon Vegetation Restoration Project on Tennessee and Weber Creek – Responsible for managing vegetation restoration for bridge replacement projects including habitat assessment, monitoring, and writing reports.

El Dorado County – Rubicon Vegetation Restoration Project on Ellis and Gerle Creek – Responsible for managing a vegetation restoration project on the Eldorado National Forest, including habitat assessment, monitoring, and writing reports.

Tuolumne Utilities District (TUD) – Biological Assessment of Ditch System. Surveyed and evaluated the entire TUD ditch system and authored report of findings.

American River Hydrologic Observatory – Weather Station Installations – Completed pre-construction biological surveys and habitat analysis and authored biological assessment reports. Conducted pre-construction surveys for threatened and endangered plants and animals at twelve locations throughout the Sierra Nevada mountains.

American River Conservancy – Leek Springs Meadow Restoration – Completed CEQA for project activities. Conducted a project-wide wetland delineation. Completed a biological survey, assessment, and report.

El Dorado Water Agency - Watershed Projects Inventory Mapping – Created a searchable online map of all past, ongoing, and future fuels treatment projects in the Eldorado and Stanislaus National Forests.

Tahoe Keys Property Owners Association – Controlled Methods Test – Performed an Ecotonal Survey of treatment areas and authored report of findings. Organized all incoming GIS data and created treatment maps.

Cameron Park CSD - Park Improvements Projects – Conducted biological surveys and assessments for three park improvement projects and authored biological reports.

Truckee River Watershed Council - Euer Valley Restoration – Completed CEQA for project activities. Conducted a project-wide wetland delineation. Completed a biological survey, assessment, and report. Conducted pre-construction surveys for Sierra Nevada yellow-legged frog. Coordinator of GIS data from all team members and created project feature maps.

El Dorado Irrigation District - El Dorado Hydroelectric Project Noxious Weed and Rare Plant Survey – Completed noxious weed and rare plant survey of facilities and licensee-maintained roads within the project area. Prepared subset maps and managed GIS data.

Yuba City – Willow Island Parkway Restoration: Performed rare plant and botanical surveys in project area. Completed a project-wide wetland delineation. Performed vegetation monitoring in riparian restoration areas. Edited and prepared maps for the Project Restoration Plan. Performed biological resource assessment for federal permitting.

Sacramento Municipal Utility – Robbs Peak Forebay Streamflow Gage Project – Completed botanical survey, wetland delineation, and wrote the biological resource

section to meet FERC requirements for the South Fork Rubicon River and adjacent area for the construction of a new weir and streamflow gage to quantify streamflow more accurately below Robbs Forebay, part of the Upper American River Project.

Eldorado National Forest – Trail Restoration --Responsible for restoring relocated or removed trails, roads, and creek crossings. Identified potential threats to sensitive species from restoration activities. Created a monitoring plan and collected pre project monitoring data. Created planting and seeding plans for restoration.

Tahoe Regional Planning Agency – Aquatic Invasive Species Program -- Analyzed survey data on the occurrence and abundance of submerged aquatic invasive vegetation within the near-shore areas of Lake Tahoe. Density analysis was completed to establish relative cover over the infestation areas. Managed GIS data and prepared figures and maps.

Sacramento Municipal Utility District – Union Valley Reservoir Bike Trail Extension Design -- Performed rare plant and botanical surveys along proposed bike trail. Completed a wetland delineation along proposed route. Author of the trail Riparian Conservation Objectives report. Created diagrams and drawings for the construction design plan. Also responsible for all GIS work including data management and map creation.

Sacramento Municipal Utility District - High Country Recreation Improvements – Completed rare plant and botanical surveys along trail and proposed rerouted trail section. Responsible for all GIS tasks including GPS data collection, spatial analysis, and map creation. Collected data and maintained database of construction activities on trail segments. Created diagrams and drawings for the construction design plan.

Tahoe Keys Property Owners Association – Tahoe Keys Aquatic Macrophyte Survey – Performed ongoing annual aquatic macrophyte monitoring with hydroacoustic sampling. Completed biomass estimation and spatial statistics analysis and authored report of findings.

Professional History

- Environmental Scientist/Natural Resources Analyst, EN2 Resources, Inc., 2022 to present
- ACRT, Consulting Utility Forester, 2021-2022
- CDFW, Scientific Aid, 2018-2021

Background

Ms. Abel is a recent graduate of the University of California Davis with a bachelor's degree in environmental science and management. She has spent hundreds of hours in the field throughout the central valley, foothills, and Sierra Nevada's. She has field work and survey experience with California trees, wildflowers, and invasive species. Ms. Abel is experienced using a dichotomous key for plant ID, collecting data points, and using ArcGIS to display spatial data. As an environmental scientist, she also assists in report writing, data collection, research, and permit applications.

Representative Experience

City of Roseville - Douglas Blvd Crossing – Ms. Abel helped with a biological survey to assess habitat conditions and sensitive resources. She also conducted a database search for historical occurrences of sensitive plants and animals. Ms. Abel helped perform a pre-construction nesting bird survey, burrowing owl survey, and bat survey. She helped prepare and present environmental training and materials to construction personnel prior to the start of activities. She assisted in preparing a biological report detailing the results of all pre-construction and monitoring surveys.

Sac Suburban Water District – Watt Avenue Pipeline Extension - Ms. Abel helped with the preparation of a CDFW Streambed Alteration Agreement, Notice of Exemption, and Biological Report. For these reports, she conducted database searches for historical occurrences of sensitive plants and animals. She assisted with pre-construction monitoring and conducted weekly site visits and documented findings.

El Dorado County – Rubicon Trail HMP - Ms. Abel helped complete an overall habitat and biological assessment of the Rubicon Trail in El Dorado County. Before surveying, she helped complete CNDDDB database searches around the trail for sensitive species. Out on the trail she surveyed for those sensitive species and specifically wetlands conducive to Sierra Nevada Yellow Legged Frogs. Any occurrences were noted and will be discussed in the associated report.

Truckee River Watershed Council- Euer Valley Restoration Project - Ms. Abel has helped complete multiple Sierra

Nevada Yellow Legged frog and overall biological surveys at Euer Valley. Important biological markers were taken, and occurrence of amphibious species were recorded. She will help write up the associated report detailing any findings.

The Control Methods Test - Tahoe Keys Property Owners Association – Ms. Abel has helped coordinate and manage the Control Methods Test since Year 1. She has attended and coordinated meetings, taken notes, compiled PowerPoints, and kept track of reporting requirements for each year. She has also continued to make and update CMT maps for Year 1 and group B activities. As part of permit requirements, she has also completed a bi-annual ecotonal surveys of the Tahoe Keys and Lake Tallac. To go along with the survey, she also helps prepare the associated ecotonal report.

The American River Hydrologic Observatory Upgrades - Ms. Abel supported the project by facilitating stakeholder working group meetings, scheduling project team meetings, and coordinating logistics for the large group meeting. She also helped secure additional funding and support for the project by reaching out to stakeholders for letters of support and commitment of time to the ARHO project. As part of the grant reporting, she also helped prepare the bi-annual report. She also completed biological surveys of the proposed ARHO sensor upgrade sites, which included surveying for sensitive plant and animal species. For the Caples and Van Vleck sites, she helped prepare a biological report and CEQA NOE, coordinated with the cultural consultant to fulfill cultural requirements, and met with the USFS and USBR to fulfill their requirements and prepare a decision memo and proposed action document.

Tuolumne Utilities District – Wildfire Defense Plan - Ms. Abel helped research, categorize, and organize fuel management and forest data in Tuolumne and surrounding counties. This data would help show the projects implemented, in progress, or ongoing to manage fuels and help safeguard surrounding areas from fires. She compiled this data in a spreadsheet and also spatially on a map. Later this data was added into a PowerPoint to present to Tuolumne Utilities District.

Tuolumne Utilities District – Ditch Survey - Ms. Abel helped complete a comprehensive survey and inventory of TUD's ditch system. This included a biological, botanical, and wetland inventory along the ditch noting any sensitive species or wildlife occurrences. She also helped rate sections of the ditch for how biologically diverse and conducive to supporting wildlife each section was. After the survey, she

helped prepare a biological report detailing all of the findings and presented associated maps to the TUD employees.

El Dorado Irrigation District - El Dorado Hydroelectric Project Noxious Weed and Rare Plant Survey – Ms. Abel completed noxious weed surveys of the El Dorado irrigation ditch from Pollock Pines to Kyburz, including facilities and roads within the project area. She also conducted surveys for rare plants such as the yellow mariposa lily. After finishing the survey, she helped prepare the annual noxious weed report which includes maps made of the surveyed areas.

Tahoe Keys Property Owners Association – Tahoe Keys Aquatic Macrophyte Survey – Ms. Abel assisted with annual aquatic macrophyte surveying in the Tahoe Keys and Lake Tallac monitoring with rake sampling for key weed species. Ms. Abel helped prepare the associated annual Tahoe Keys Macrophyte Lagoons report detailing the species present and their current compositions. She downloaded and categorized data shown in the report and used to make maps and figures.

El Dorado County – Rubicon Vegetation Restoration Project on Tennessee and Weber Creek – Ms. Abel helped with the final surveying at Tennessee and Weber Creek and helped update the yearly reports with updated photos, figures and text.



Professional History

- Ecologist/ Natural Resources Analyst, EN2 Resources, Inc., 2022 to present

Background

Ms. Pauling is a graduate of the University of Nevada, Reno where she earned her bachelor's degree in Wildlife Conservation and Ecology and Lake Tahoe Community College where she received an associate degree in natural sciences. Ms. Pauling assists with biological surveying and recording, organizing, and analyzing collected data. She is also supporting EN2 with management of the Control Methods Test (CMT) in the Tahoe Keys Lagoons, specifically with participating in and recording notes during coordination meetings, document preparation, collaboration with contractors, analyzing data, and tracking monitoring activity data submittals for the project.

Representative Experience

Tahoe Keys Property Owners Association – Control Methods Test – Responsible for managing data for the CMT including contractor coordination, digital file organization, tracking contractor submittals, and printing monitoring data for TKPOAs hardcopy archive. Compiles, organizes, and assists in indexing all monitoring data collected for the Annual CMT Report. Describes, analyzes, and evaluates data completeness throughout the year based on requirements listed in the Projects various permits. Prepares meeting agendas, notes, presentations, tables, graphs, and organizational charts for project management and coordination meetings. Coordinates CMT mapping needs when necessary. Supports TKPOA staff in compliance monitoring and reporting for the CMT. Ms. Pauling also assists in waste discharge requirement document preparation. Performed the annual macrophyte survey and ecotonal survey in the Tahoe Keys Lagoons. When completing the Tahoe Keys surveys, observed plant and animal species are noted with detail. Ms. Pauling records, graphs and analyzes water quality data and is the lead author on multiple scientific reports. She also assists in report preparation and conducts research to identify funding opportunities and to gather historical hydrology data. Indexes research documents applicable to the Project.

Sierra Nevada Yellow Legged Frog Survey for the Euer Valley Restoration Project - Truckee River Watershed Council - Performed multiple habitat and biological surveys along in Euer Valley. Documented occurrences of amphibian or reptile life along with any biological markers associated with the species. Took note of potential predators in the area that may be attributed to the observed decline in frogs.

El Dorado County - Rubicon Trail HMP – Helped complete a biological assessment survey looking for sensitive plant and animal species along the Rubicon Trail in El Dorado County. This included identifying any observed sensitive species, such as the Sierra Nevada Yellow Legged Frog, and taking GPS coordinates.

El Dorado Irrigation District - Noxious Weeds Monitoring – Completed various noxious weed surveys along the El Dorado irrigation ditch from Pollock Pines to Kyburz. This involved identifying plant species and taking GPS coordinates if located. Ms. Pauling also conducted rare plant surveys in the area, specifically for the Yellow Mariposa Lily. She assisted staff in performing a noxious weed survey at Aloha Lake to determine if noxious weeds had entered the area.

EDCWA – ARHO Grant Implementation – Participated in a rare plant survey near the Caples Lake Maintenance station to identify whether hydroclimatic information systems would negatively affect the area. Noted the vegetation in the region. Completed another biological survey on the Rubicon Trail for the purpose mentioned above and assisted in creating a species list. Searched for existing hydroclimatic information systems and noted their locations.

Tahoe Keys Property Owners Association – Tahoe Keys Aquatic Macrophyte Survey – Ms. Pauling assists with aquatic macrophyte surveys in the Tahoe Keys on an annual basis. Surveys involve pulling aquatic plant species onto a boat, taking GPS coordinates, and identifying the species present. Pictures, weights, and the number of turions present are recorded for each sample.

Professional History

- Environmental Scientist, EN2 Resources, Inc., 2025 to present
- Administrative Assistant, EN2 Resources, Inc. 2023-2024

Background

Ms. DeFazio is a recent graduate from Southern Oregon University (SOU) with a Bachelor of Science in Environmental Science and Policy. Throughout her time at the university, she accrued many hours of field work in both Southern Oregon and Northern California, learning an array of methodologies pertaining to environmental research and data collection such as species identification, water quality monitoring, soil sampling and analysis, and wildfire fuel inventory monitoring. Ms. DeFazio has received extracurricular credentials from (SOU) in environmental research and data analysis, emphasizing her skills with software such as ArcGIS and ArcGIS Pro for spatial analysis and mapping, and RStudio and Microsoft Excel for data analysis.

Representative Experience

Tuolumne Utilities District – Ditch Survey – Assisted with comprehensive survey and inventory of TUD’s ditch system. This included a biological, botanical, and wetland inventory along the ditch noting any sensitive species or wildlife occurrences. Also supported staff to rate sections of the ditch for how biologically diverse and conducive to supporting wildlife each section was. Additionally, developed a Guidebook to Tuolumne Utilities District Fire Water Draft Points Plan, which is a compilation of pre-designated raw water source points where fire fighters can draw water from TUD’s ditch system in the event of an emergency.

El Dorado Irrigation District - Noxious Weeds Monitoring – Assists with various annual noxious weed surveys along the El Dorado Irrigation ditch from Pollock Pines to Kyburz. This involved identifying plant species and taking GPS coordinates if located. Also supports senior staff with preparing the annual monitoring report for submittal to USFS.

Tahoe Keys Property Owners Association – Control Methods Test – Responsible for supporting the management of data for the 3-year project. This includes organizing and indexing records of meetings and permit-related communications and monitoring records for TKPOA’s hard-copy archive. Also assists with report preparation.

Tahoe Keys Property Owners Association – Tahoe Keys Aquatic Macrophyte Survey – Assists with annual aquatic macrophyte surveys in the Tahoe Keys. Surveys involve pulling aquatic plant species onto a boat, taking GPS coordinates, and identifying the species present. Pictures, weights, and the number of turions present are recorded for each sample.

ATTACHMENT I

CONSULTANTS' COST PROPOSAL

- Proposed Revised Cost Estimate -
Habitat Mitigation & Monitoring for Sierra County's
Plumbago Road Bridge Replacement Over Kanaka Creek

Task	STAFF RESOURCES	PROJECTED HOURS	COST PER HOUR/ITEM	PROJECTED COSTS
1. Project Management	Stephanie Parsons (<i>CreativEnvironment</i>)	16	250	\$4,000
	Jeremy Waites	50	150	\$7,500
	Rayann La France	20	144	\$2,880
Subtotal		86		\$14,380
2. Monitoring	Rick Lind	0	214	\$0
	Jeremy Waites	90	150	\$13,500
	Summer Abel	90	106	\$9,540
	Aria Pauling	90	102	\$9,180
	Marissa DeFazio	40	93	\$3,720
	Elora Camacho (<i>CreativEnvironment</i>)	160	108	\$17,280
Subtotal		470		\$53,220
3. Annual Report	Rick Lind	10	214	\$2,140
	Stephanie Parsons (<i>CreativEnvironment</i>)	4	250	\$1,000
	Jeremy Waites	50	150	\$7,500
	Rayann La France	20	144	\$2,880
	Summer Abel	30	106	\$3,180
	Aria Pauling	30	102	\$3,060
	Elora Camacho (<i>CreativEnvironment</i>)	12	108	\$1,296
	Marissa DeFazio	20	93	\$1,860
	Administrative Assistant	12	85	\$1,020
Subtotal		188		\$23,936
Direct Expenses	Total Direct Expenses (mileage, GPS rental, misc. mailing costs, etc.)			\$5,000
Subtotal				\$5,000
TOTAL HOURS		744	TOTAL LABOR COST	\$96,536

- Proposed Revised Cost Estimate -
Habitat Mitigation & Monitoring for Sierra County's
Plumbago Road Bridge Replacement Over Kanaka Creek

Projected Hours and Costs Assumptions

Budget Flexibility:

Hours and budget allocations may vary by individual and task; however, the total project budget will not be exceeded.

Fieldwork and Reporting Assumptions:

Each monitoring event assumes one 10-hour day for a team of two surveyors.
The 10-hour day includes travel time, field surveys, and post-fieldwork tasks such as preparation of the 10 qualitative memorandum and photo documentation logs.
Restoration maintenance will not be conducted by EN2 or CreativEnvironment.
Five (5) Annual Monitoring Reports will be prepared and submitted to Sierra County

Monitoring Frequency:

Quantitative Monitoring: Conducted once per year
Qualitative Monitoring: Conducted twice per year

Travel Calculations and Equipment Costs:

Hours and mileage are calculated from EN2 Resources' Placerville office using the 2025 IRS mileage reimbursement rate
Round-trip travel is estimated at 200 miles per survey event
GPS unit rental is estimated at \$100 per 10-hour day

Mitigation Plan:

Sierra County will be responsible for preparing and completing the Mitigation Plan