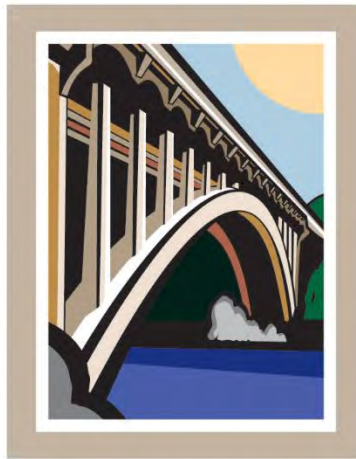


CITY OF FOLSOM PARKS & RECREATION
DEPARTMENT

REQUEST FOR PROPOSAL (RFP) FOR SHADED
FUEL BREAK CREATION AND LADDER FUEL
REMOVAL



CITY OF
FOLSOM
PARKS & RECREATION
DEPARTMENT

Proposal Deadline:

March 18, 2022
At 4:00 PM

Zachary Perras
Municipal Landscape Services Manager
City of Folsom
50 Natoma St. Folsom, CA 95630
916-461-6675

REQUEST FOR PROPOSAL (RFP) FOR SHADED FUEL BREAK CREATION AND LADDER FUEL REMOVAL FOR THE CITY OF FOLSOM PARKS & RECREATION DEPARTMENT

Contents:

1. Request for Proposal
2. RFP Exhibit A. – Project Locations / Site Information
3. RFP Exhibit B. Protected Species List
4. RFP Exhibit C. Sample Professional Services Agreement.

Release Date:	February 22, 2022
Questions Due Date:	March 4, 2022
Closing Date:	March 18, 2022
City Council Award Date:	April 12, 2022
Contract Start Date:	June 1, 2022

1.1 PURPOSE:

This request for proposal is intended to provide interested contractors with adequate information to prepare and submit proposals for consideration with the City of Folsom.

The City of Folsom Parks and Recreation Department is seeking proposals for professional brush clearing and tree trimming services to address ladder fuels and **create shaded fuel breaks within our open spaces. At the City's discretion, and based** on available funding, this agreement may be extended annually for up to an additional two years.

Requested services include all labor, materials, parts, and equipment necessary to provide brush clearing and tree trimming services in the areas identified in exhibit A.

The goal of this work is to mitigate hazards in the open space areas by reducing the fuel load and creating appropriate spacing between trees, shrubs, annual grasses, and structures to reduce the possibility of a ground fire entering the tree crowns where it is harder to extinguish and control. This work pursuant to Folsom Municipal Code Chapter 8.37 (Abatement of weeds, refuse, and abandoned materials) thus preventing soil erosion and run-off of burned areas, damage to property, and threats to public safety.

1.2 BACKGROUND:

The City of Folsom is located in Sacramento County at the base of the Sierra Foothills along the Highway 50 Corridor abutting El Dorado, and Placer Counties. Folsom currently has a population of approximately 86,300 covering roughly 30 square miles. The City has been completing annual weed abatement in the most of the work areas since the 1980s. This annual weed abatement has historically been completed through manual weed abatement with hand crews utilizing line trimmers. Over the past five years we have begun to incorporate grazing livestock (i.e. sheep and goats) to accomplish this task. For the most part open space fuel reduction has been limited to the abatement of annual weeds, with little done to control the growth and crowding of trees and shrubs in the identified fuel break zones. In total we are

looking to complete 360 acres of shaded fuel breaks across 70 sites. Site locations and quantities are shown and described in exhibit A.

1.3 SCOPE OF SERVICES:

- A. The contractor shall furnish all labor, materials, parts, and equipment necessary to provide brush clearing and tree trimming services within the designated project areas. The City reserves the right to contract for selected services relating to this proposal from any contractor, in part or in whole. The City may choose to select multiple contractors to provide all necessary services.
- B. Additional locations may be added in subsequent contract years on an as needed basis and the selected contractor will have an opportunity to furnish rates for new proposed areas at that time.
- C. The Scope of services may or may not include subcontractors services. In the event that subcontractors are desired to be utilized primary will need to identify the areas they will be working and get the written approval from the Municipal Landscape Services Manager or his designee prior to start of work.
- D. The exact scope of work and required completion date will vary slightly from site to site. Our general approach is starting with sites that have the highest potential for fire or highest hazard rating and working our way down to sites with lower ratings. Sites are listed in priority order in exhibit A. Each site varies in size and complexity and some sites that have access issues due to dense vegetation will be grazed before the contractor begins brush clearing work. This will help to lessen the fuel load and make the site more accessible. Sites that will be grazed before the contractor starts are highlighted and labeled on the spreadsheet in exhibit A.
- E. Locations of services to be performed is limited to the sites designated in the agreement. At the discretion of the Municipal Landscape Services Manager or his designee additional areas may be added to the service area at an additional cost to the City at the per acre cost provided in your response to this request.
- F. This agreement will commence on the start date June 1, 2022 and will be worked continuously until all sites have been completed or all funding for that portion of work has been expended.

1.4 CONTRACTOR REQUIREMENTS:

- A. The Contractor shall provide all crews and equipment necessary to complete brush clearing and tree trimming at designated open space sites in Folsom.
- B. Contractor shall have a ISA certified arborist on site at all times during the course of tree trimming activities.
- C. The Contractor shall be responsible for any damage that occurs to property, public or private, that is a result of Contractor negligence and/or is damaged through the normal course of work. In the event that damage has occurred, the Contractor is to notify the City and property owner immediately and develop a plan to bring the site back to its initial condition. Should the City discover a location that has not been left in its initial condition, and the City has not been notified by the Contractor, the Contractor will be notified in writing to bring the site back into compliance.
- D. All assigned employees must be qualified, trained, and capable of sufficient verbal and written communication skills for assigned work including effectively communicating with the Municipal Landscape Services Manager, his designee, and residents.
- E. The Contractor shall place signs, cones, and/or barricades to be placed around fixed and/or moving work sites, in order to notify the public that work crews are performing services in the area. The Contractor agrees to instruct regular and fill-in employees to use their best efforts to ensure that all work crews place signs, cones, and/or barricades around fixed and/or moving work sites and maintain the same throughout the duration of each work assignment.

SITE SPECIFIC REQUIREMENTS:

Applies to all Zones:

-Protected plant and animal species, such as elderberry and other sensitive species, shall not be removed or treated, or otherwise adversely affected, within any of the work zones. List of threatened and endangered species that may be located in the work areas are listed in Exhibit B.

- All work within close proximity to waterways and creeks shall be completed to a point 10 ft outside of the high-water mark. The area between 10 ft from the high-water mark on both sides of the creek or waterway will be left undisturbed.
- Fine fuels such as annual grasses will be addressed by a separate contractor as part of our annual weed abatement program. (Fine fuels are those that can be reasonably addressed with line trimmers)
- All fuel reduction work shall be performed using every reasonable measure to minimize erosion, ground disturbing activities and soil damage.
- Approved fire suppression equipment is required on-site at all times during the fuel reduction activities being performed in all zones.
- The cutting of vegetation materials shall be done with Federal and/or State approved spark arrestors.
- Heavy equipment is not permitted as part of this work. (e.g. tractors, backhoes, masticators, etc.)
- Non-native and invasive vegetation such as tree of heaven and palms shall be removed within all work zones.
- No stump grinding will take place within the work areas. All removals will be flush cut as close to the ground as practical.
- Where removal of limbs on live trees is necessary, all pruning shall be performed in accordance with the Best Management Practices set forth by International Society of Arboriculture (ISA) and conform to the most recent version of ANSI A300 Standards for Tree Care.

Zone 1 (area starting at resident property line/fence line out 30 feet) (all areas within 10 ft of trails and roadways)

- Remove all shrubs and brush greater than 1 ft in height in this zone.
- Prune all trees to 8-10 ft above ground level (for trees where 10 ft would remove more than 25% of the canopy, 8 ft shall be used)
- Prune all open space trees that hang within 10 ft of residential structures to ensure a minimum of 10 ft of clearance between trees and structures.
- Remove all dead trees and associated debris.
- Remove all understory trees except for those that are reasonably spaced (min 10 ft) which will serve as the new canopy as existing large trees reach their end of life. Oak trees will be the priority for retention over other tree types in the areas.

- All debris will be removed from this zone including chipped material, the city will provide a site to dump chipped materials from zone 1 areas within the City.
- Burning and/or herbicide use is not permitted within this zone.

Zone 2 (from 30 ft from property/fence line out to 100 ft) where specified in “width of defensible space” column in Exhibit A.

- Prune all trees to 8 ft above ground level
- Remove dead brush and shrubs
- Remove all dead trees which in case of a fall are capable of reaching resident properties, roads, or trails. Trees larger than 18 inches dbh and less than 30 ft in height which are not capable of reaching resident properties, roads, or trails may remain as habitat. These standing dead trees shall not be located within 100 ft of another standing dead tree, in this situation the larger of the two shall remain and the smaller shall be removed.
- Remove all trimming debris less than 18 inches in diameter from this area. Broadcasting chips is allowable in this area but shall not be spread in close proximity to creeks or waterways. Maximum depth of broadcast chips shall not exceed 2 inches. Trimming debris greater than 18 inches can be left on site as habitat. Habitat qualified trunks and limbs shall be left in contact with the ground and positioned in a way that does not create a risk of rolling and becoming a hazard to persons or property. (e.g. not left on steep slope where potential to roll exists)
- Burning and/or herbicide use is not permitted in this zone, except where approved by the City for the individual site.

Zone 3 (all area outside of 100 ft) where specified in “width of defensible space” column in Exhibit A.

- Prune all trees to 6 ft above ground level.
- Remove dead brush and shrubs
- Remove all trimming debris less than 18 inches in diameter from this area. Broadcasting chips is allowable in this area but shall not be spread in close proximity to creeks or waterways. Maximum depth of broadcast chips shall not exceed 2 inches. Trimming debris greater than 18 inches can be left on site as habitat. Habitat qualified trunks and limbs shall be left in contact with the ground and positioned in a way that does not create a risk of rolling and becoming a hazard to persons or property. (e.g. not left on steep slope where potential to roll exists)

-Burning and/or herbicide use is not permitted in this zone, except where approved by the City for the individual site.

1.5 CITY'S ROLE:

- A. The City shall furnish access to subject open space sites to assist in carrying out each specific project assignment. The City shall cooperate in every way possible in the execution of the work without undue delay. If any areas within the site boundary are to be omitted or protected the Municipal Landscape Services Manager or his designee shall determine those locations and will communicate to the Contractor in advance of commencement of work at that particular site. The Contractor will be required to notify the City of any deficiencies that are discovered.

1.6 GENERAL REQUIREMENTS:

- A. The selected contractor will be required to work closely with the designated Project Manager for the City of Folsom. They shall identify an individual who will serve as the key contact person and to specify other staff who will perform various tasks. Any substitutions of staff during the course of the contract must be agreed upon by the Municipal Landscape Services Manager or his designee in writing, in advance of such substitution.
- B. Required information to be included in response to this RFP:
 - 1. Cover sheet: signed by an individual authorized to make commitments on behalf of the contractor.
 - 2. Statement of Project Understanding: Describe an understanding of the process and steps to occur to complete the requirements of the project after the contract is awarded.
 - 3. Tree Pruning and Brush Clearing Methods: Prepare a written plan and schedule to complete the requirements of the project.
 - a. Logistics: Describe equipment and crew size for tree pruning and brush clearing operations. How would your company propose to work multiple sites simultaneously? Additionally, describe how your company would protect sensitive and or protected plants.
 - b. Schedule: Describe the proposed timing required for completing the work on a per acre basis.

4. Relevant Experience: Include a background and qualifications of the contractor/team, range of similar services provided, and references. The City is especially interested in work done for clients in the Northern California region.

5. Staffing: Please list names of all staff that will be working on City property and their role in the project.

6. Estimated Fee for Services: Include an estimate of all fees and costs, including the per acre cost.

C. The successful contractor shall be required to sign the Consultant Service Agreement shown in Exhibit C of this RFP.

1.7 INSTRUCTIONS FOR SUBMITTING PROPOSALS:

Three (3) copies of the requested information should be delivered to the following address not later than 4:00 PM on Friday, March 18, 2022:

City of Folsom, City Clerks Office
Attn: Zachary Perras, Municipal Landscape Services Manager
50 Natoma Street
Folsom, Ca 95630

All requests for clarification must be received no later than March 4, 2022 at 5:00 PM and must be sent via email to the contact provided below or by mail to the address cited above. Requests for clarification submitted after this date will not be facilitated. Responses to requests for clarification will be posted and distributed as an addendum to this RFP and will be posted on the City website, CIPlist.com, and any other venue used by the City for posting this RFP. Requests for clarification should be sent to:

Zachary Perras, Municipal Landscape Services Manager

Email: zperras@folsom.ca.us

Phone: 916-461-6675

Contractor must submit a signed copy of the addendum (if any) with their response as acknowledgement of receiving the additional information.

The City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code section 6250, et seq.), unless City identifies and exercises a right or obligation to exempt any record from public disclosure.

If a contractor believes that any portion of its proposal is subject to a legal exception to public disclosure, they must clearly mark the relevant portions of their proposal as **“Confidential”** and **identify the legal basis for exemption from disclosure under the Public Record Act. The City Attorney’s office will determine** if the information is in fact confidential, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. Contractor shall defend, indemnify, and hold harmless the City regarding any **claim by any third party for the public disclosure of the “Confidential” portion of the proposal.**

1.8 PROPOSAL SELECTION PROCESS AND CRITERIA:

The various significant factors that will be considered in the evaluation of proposals are **summarized below. The City’s final selection will not be dictated on** any single factor, including price. The relative importance of these factors involves judgment on the part **of the City’s** selection committee and will include both objective and subjective analysis. A contractor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements. Proposals will be evaluated using the following criteria:

Relevant Experience and Staff	25 Points
Project Understanding	20 Points
Price	25 Points
Ability to Complete Work in the Allotted Time Frame	30 Points
<hr/>	
Total Possible Points	100 Points

Relevant Experience and Staff: Responsive proposals will include staff qualifications and relevant experience with previous private and municipal tree pruning and brush clearing projects in the Northern California region.

Project Understanding: Responsive proposals will demonstrate an understanding of job/site specific issues unique to the Folsom area. They will also demonstrate that, while the primary purpose of pruning and clearing is for fuel load reduction, the contractor is aware of the regulatory obligations associated with work of this type in environmentally sensitive areas.

Ability to Complete Work in the Allotted Time Frame: Responsive proposals will describe the general plan to provide tree pruning and brush clearing services including: the number of staff to be used, and the amount of time to complete an acre of work.

Responsiveness of Proposals. All proposals must be in writing and fully responsive to this RFP. Non-responsive proposals or proposals found to be irregular or not in conformance with the requirements and instructions contained herein will not be considered or evaluated. Other conditions which **may lead to the selection committee's decision not to evaluate a proposal include** obvious lack of experience, expertise, or adequate resources to perform the required work, and/or failure to perform or meet financial obligations on previous contracts. The City reserves the right to reject any and all proposals for any reason whatsoever.

Final Selection. Following the initial review and screening of all proposals, two or more contractors may be invited to participate in the final selection process, which may include participation in an oral interview. The City requests that contractors make themselves available if asked to participate in an interview.

1.9 PROPOSAL SUBMITTAL:

A. Please submit three (3) hard copies of your Proposal no later than 4:00 PM Friday, March 18, 2022 to:

City of Folsom – City Clerks Office

RFP FOR SHADED FUEL BREAK CREATION AND LADDER FUEL
REMOVAL

ATTN: Zachary Perras, Municipal Landscape Services Manager

50 Natoma Street

Folsom, CA 95630

- B. All proposals shall be submitted in a sealed envelope or package, which is clearly **marked with the title of the RFP. The Contractor's charge rates/schedule of costs** and fees shall be included in the submission.

- C. Late Proposals will not be accepted.
- D. Faxed or e-mailed proposals will not be accepted.
- E. Proposals shall be signed by an employee or officer authorized to commit the Contractor to a contract with the City of Folsom.
- F. All proposals shall remain firm for ninety (90) days following the closing date for the receipt of the proposals.
- G. Costs for developing proposals are entirely the responsibility of the Contractor and shall not be chargeable in any way to the City. All materials submitted **become the property of the City and may be returned only at the City's option.**

EXHIBIT A

PROJECT LOCATIONS / SITE INFORMATION

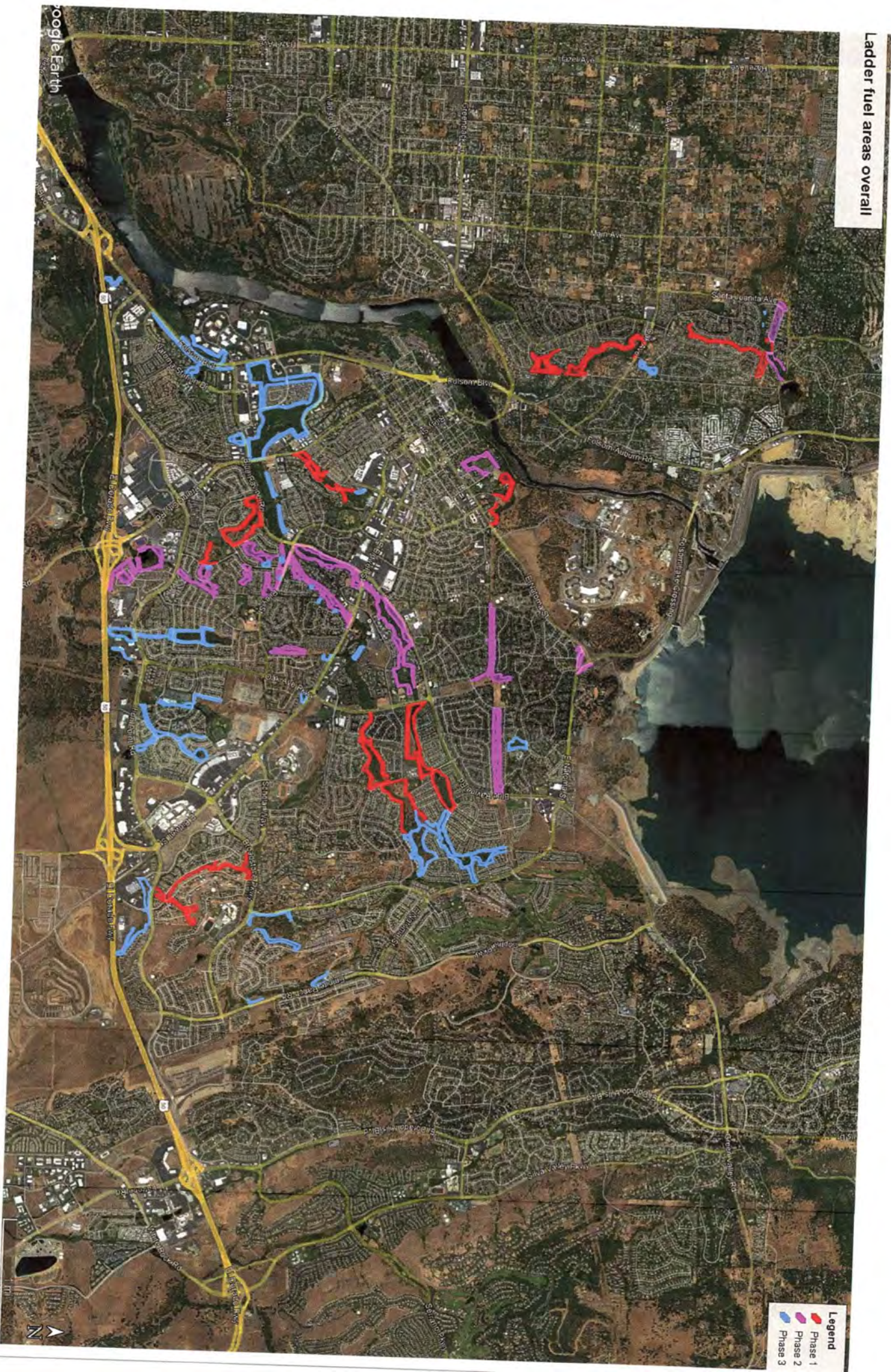
The project locations for this work **each have a specific “width of defensible space” which correlates to the map for that specific site and the “acres of fuel ladder to be completed” column.**

Ladder fuel work													Cost per site		
Phase	Location Number	Location	Total Site Acres	Linear feet of fence/road	Acres of Fuel ladder to be completed	CDFW	Months to work	APN	Lat, Long			Adjacent Structures L&L	Width of defensible space	Notes	
1	1	Sibley to Lembi Park	15.57	6723	10.8	Y	01Oct-14Feb	071-1050-051-0000 071-1780-021-0000 071-1790-019-0000 071-0320-079-0000	38.663505, -121.168065			51	30-80 ft wide	Goats, Contractor	\$
1	2	Aerial trail from Fort Rock to Temperance River Ct	12.3	7500	12	N	Any	227-0090-067-0000 227-0470-036-0000 227-0470-032-0000 227-0410-040-0000 227-0420-024-0000 227-0430-025-0000 227-0590-021-0000	38.707083, -121.187656			94	80 ft wide	Goats, Contractor	\$
1	3	Iron Pt to Catterline	2.85	1145	2.85	Y	01Oct-14Feb	072-2060-037-0000	38.648611, -121.108892			6	40 ft wide	Contractor	\$
1	4	Serpa to Toburry	3	1262	3	Y	01Oct-14Feb	072-2760-031-0000	38.650655, -121.107551			9	30-70 ft wide	Goats, Contractor	\$
1	5	Catterline to Serpa/Istowe	2.85	3581	1.6	N	Any	072-2740-029-0000	38.653957, -121.113119			8	40 ft wide	Contractor	\$
1	6	Istowe to Broadstone Pkwy	10.11	3485	5.6	Y	01Oct-14Feb	072-0270-148-0000	38.657476, -121.11284			19	40-100 ft wide	Goats, Contractor	\$
1	7	Toburry to North boundary	4.02	1677	4.02	Y	01Oct-14Feb	072-2760-030-0000	38.65203, -121.105802			11	70-150 ft wide	Goats, Contractor	\$
1	8	Humburg creek from Oak Ave to Willow Bend Park	37.24	13582	19.78	Y	01Oct-14Feb	071-1240-009-0000 071-1240-021-0000 071-1410-0820000	38.677134, -121.126946			52	30-70 ft wide	Goats, Contractor	\$
1	9	Willow Creek from Oak Ave to Silberhorn/Broder circle	53.18	13175	21.1	Y	01Oct-14Feb	071-0050-051-0000 071-1240-031-0000	38.671271, -121.126774			86	30-70 ft wide	Goats, Contractor	\$
1	10	Amos Catlin SE corner	8.77	1455	2.3	Y	01Oct-14Feb	072-1560-055-0000 072-1180-012-0000	38.652807, -121.154841			13	30-70 ft wide	Goats, Contractor	\$
1	11	Fiat Rock and Alpine Falls	3.46	1185	1.9	Y	01Oct-14Feb	227-0090-065-0000	38.71181, -121.187402	Acres of Fuel ladder to be completed	Acres of Fuel ladder to be completed	6	30-80ft wide	Contractor	\$

1	12	Hinkle Creek Nature area	48.41	11460	18.4	Y	01Oct-14Feb	213-0060-026-0000 213-0060-024-0000 213-0060-023-0000	38,691079, -121.182865	Parks Phase 1	L&L Phase 1	116	10 ft near roads, 80-100 ft near homes	Contractor	Totals for Phase 1	Acres treated in Phase 1	
1	13	City Hall complex from PD to lower rodeo	10	2160	3.5	N	Any	071-0010-014-0000	38,684605, -121.166181	74.88	41.77	10	30-150 ft wide	Contractor	Contractor after goats (totals for Phase 1)	88.4	\$
1	14	Catlin North	23.03	6100	9.8	N	Any	072-1410-032-0000 072-1180-005-0000 072-1720-002-0000 072-1730-041-0000	38,656511, -121.159147			41	30-70 ft wide	Goats, Contractor	Contractor only (totals for phase 1)	28.25	\$
			234.79	74490	116.65												
2	15	BT Collins open spaces East of park	22.51	7190	11.5	N	Any	071-0860-040-0000 071-0850-021-0000 071-0800-026-0000	38,683935, -121.132868			90	30-50 ft wide	Goats, Contractor			\$
2	16	Blue Ravine and Riley	4.18	2060	3.3	Y	01Oct-14Feb	072-1710-030-0000	38,660786, -121.156027			11	30-70 ft wide	Goats, Contractor			\$
2	17	Duncan to Keefer	8.29	3964	6.4	Y	01Oct-14Feb	072-1710-035-0000 072-1730-051-0000	38,657988, -121.155829			49	up to 425 ft wide	Goats, Contractor			\$
2	18	Riley to Hall	6.96	4255	6.8	Y	01Oct-14Feb	072-1180-023-0000	38,659132, -121.151004			34	30-50 ft near homes	Goats, Contractor			\$
2	19	Between Rusti and Hall	0.91	814	0.91	Y	01Oct-14Feb	072-1390-010-0000	38,656652, -121.154064			4	30-40 ft	Goats, Contractor			\$
2	20	Hall to McGuire Ct	2.69	1704	2.69	Y	01Oct-14Feb	072-1390-011-0000	38,65679, -121.152621			19	up to 160ft wide	Goats, Contractor			\$
2	21	Grover to Hansen Cir	4.07	1680	2.7	Y	01Oct-14Feb	072-1380-058-0000 072-1370-032-0000	38,652186, -121.153205			25	50-100 ft wide	Goats, Contractor			\$
2	22	Hansen Cir to Willow Springs trail	3.6	1439	2.3	Y	01Oct-14Feb	072-1380-019-0000	38,652844, -121.151113			14	30-70 ft wide	Goats, Contractor			\$

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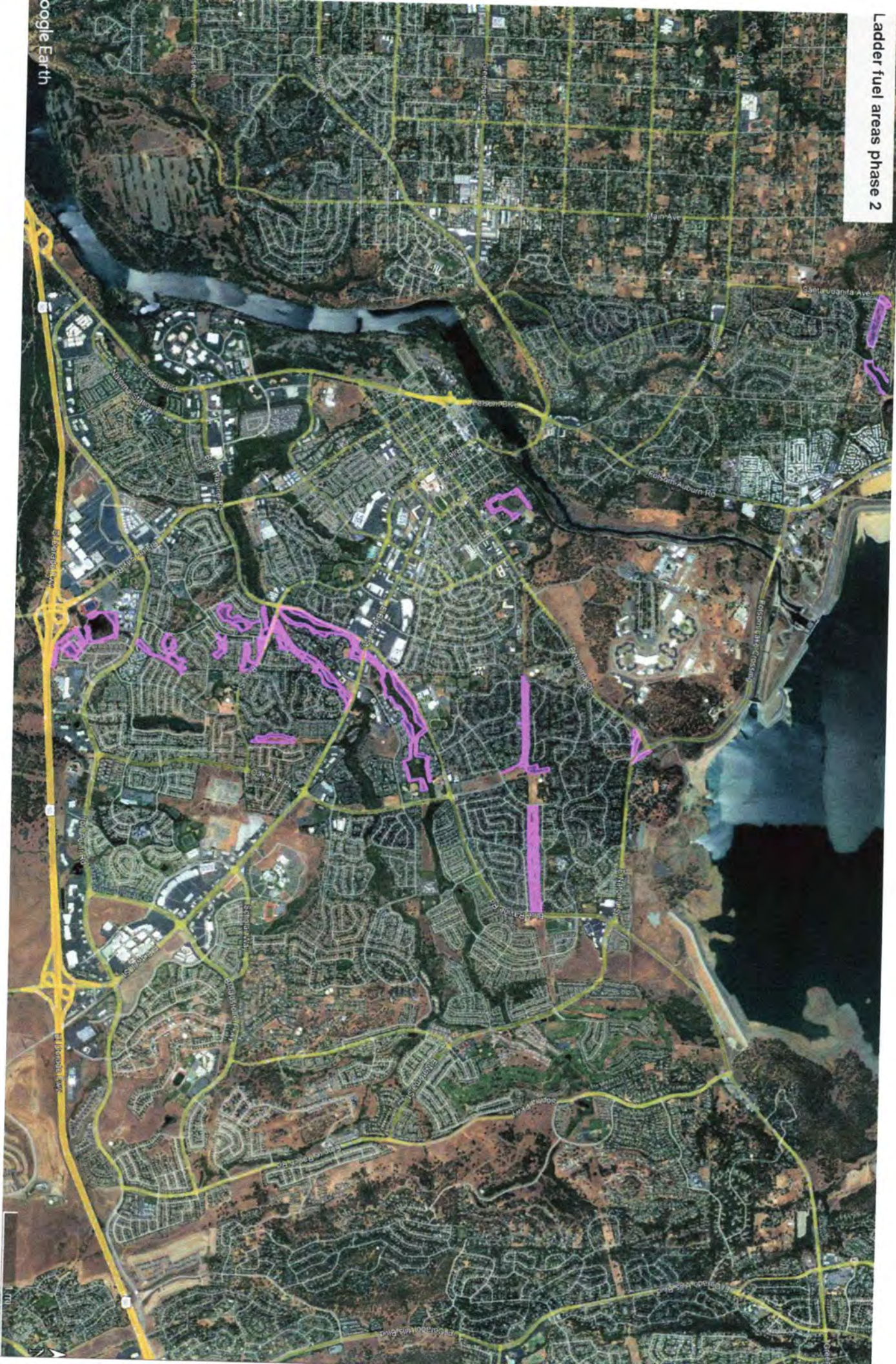
Ladder fuel areas overall

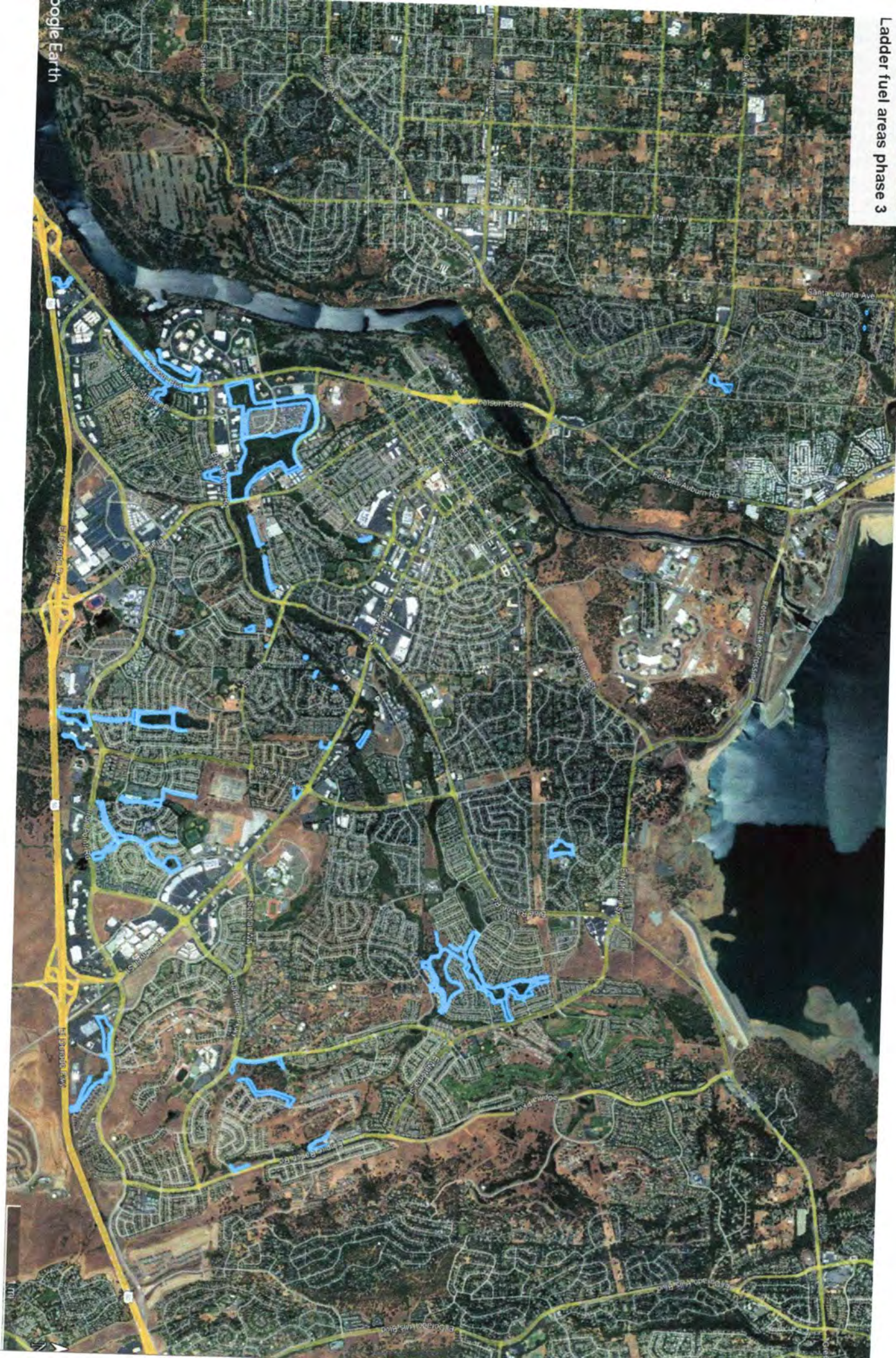


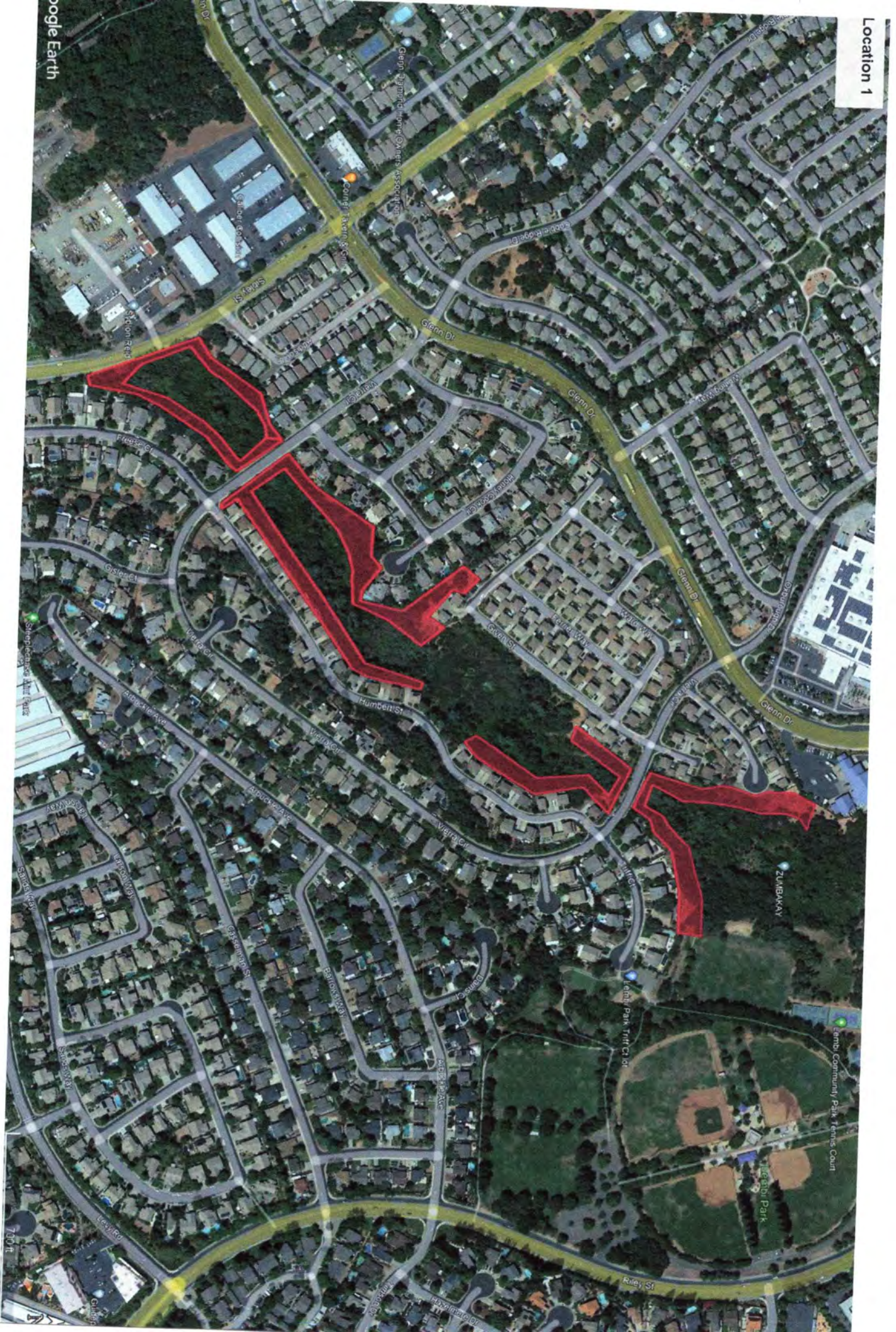
Ladder fuel areas phase 1

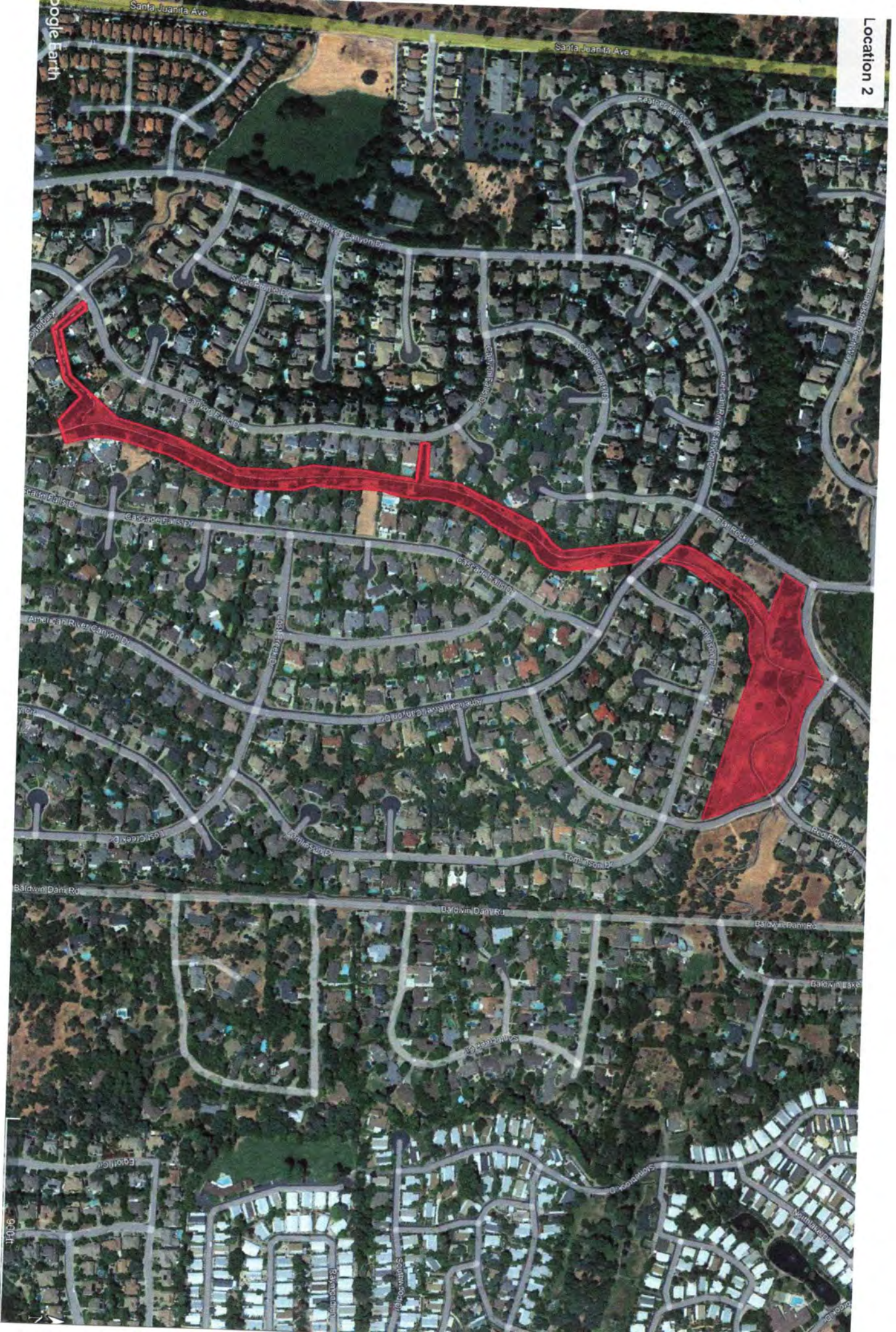


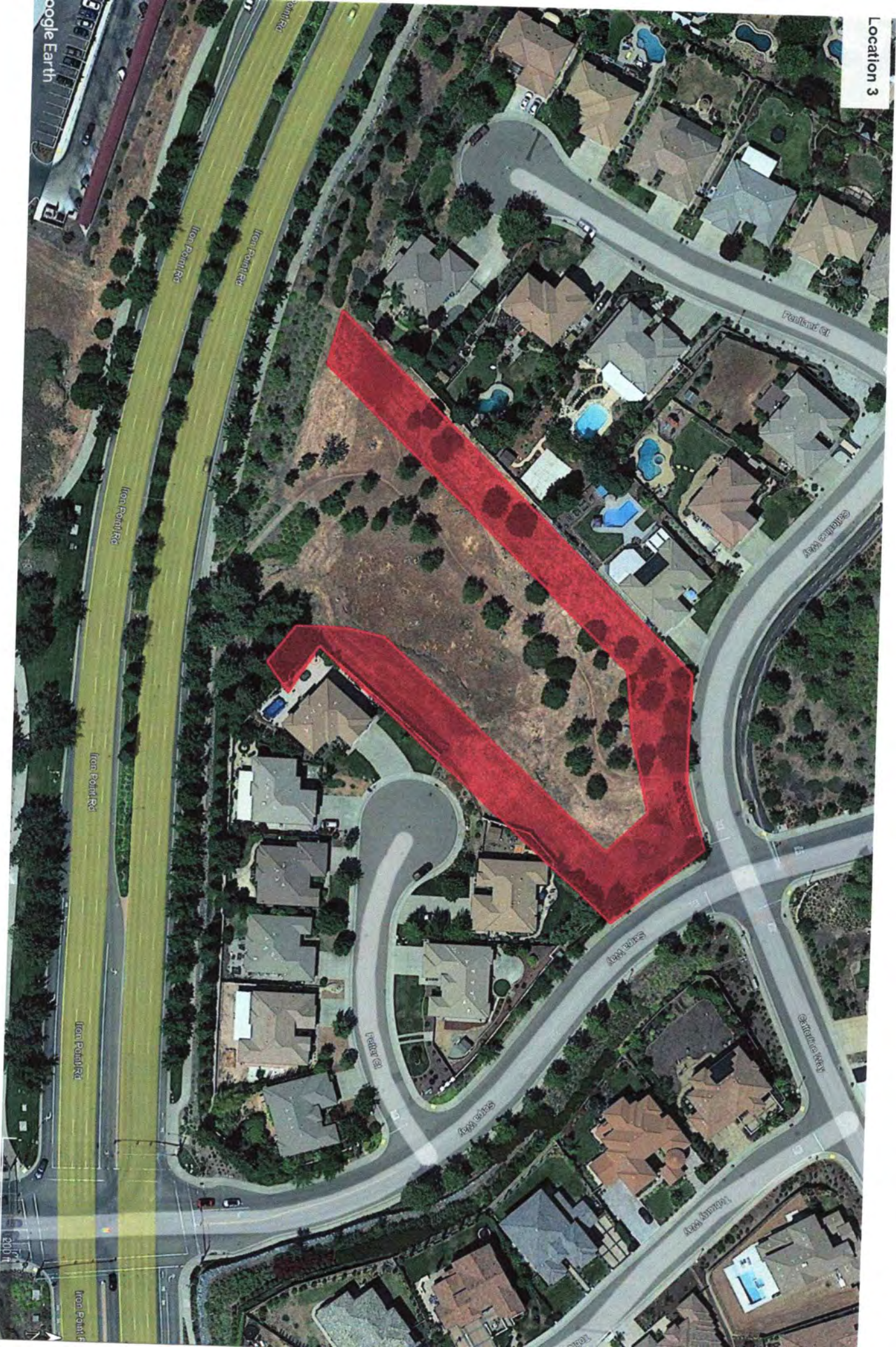
Ladder fuel areas phase 2















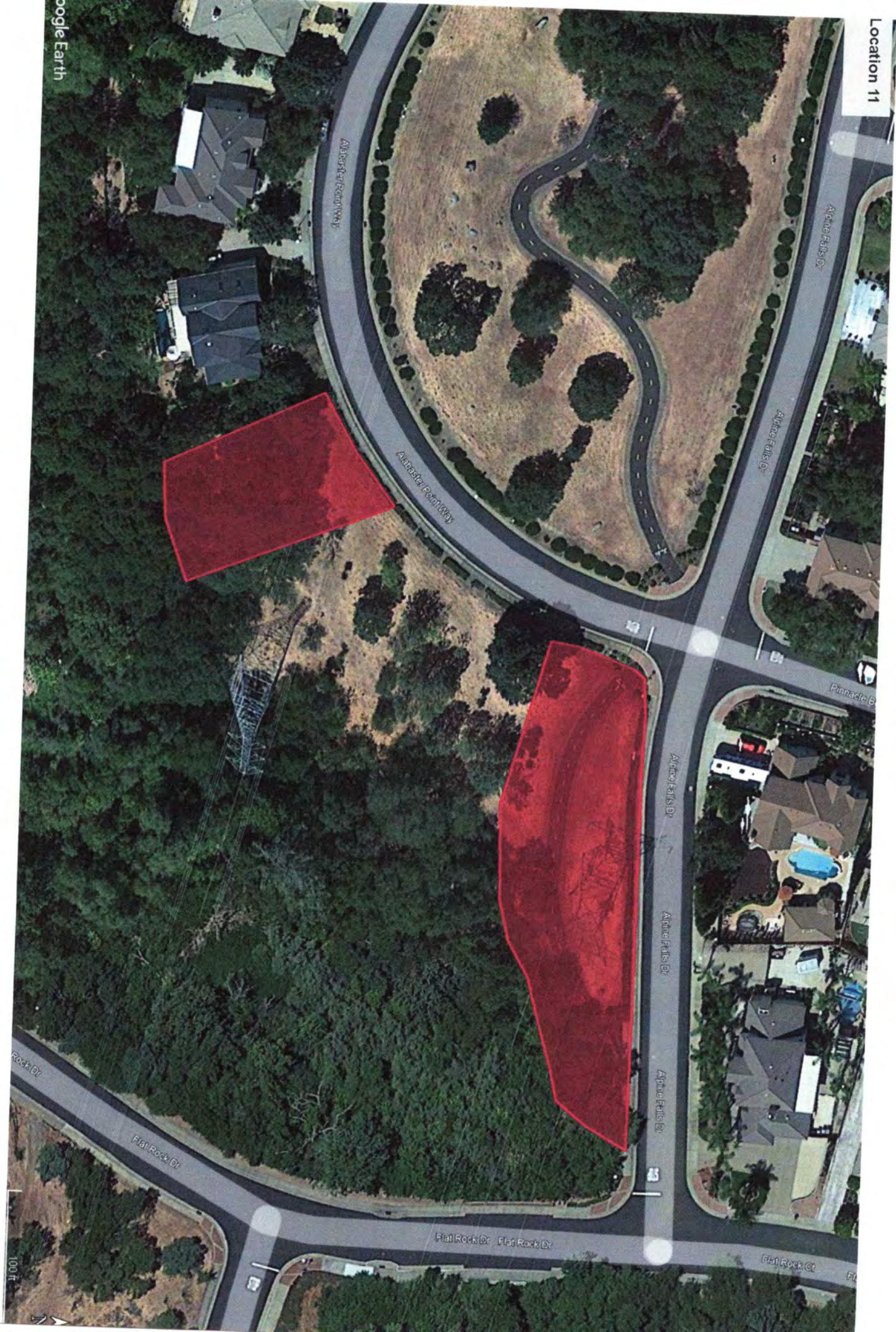


















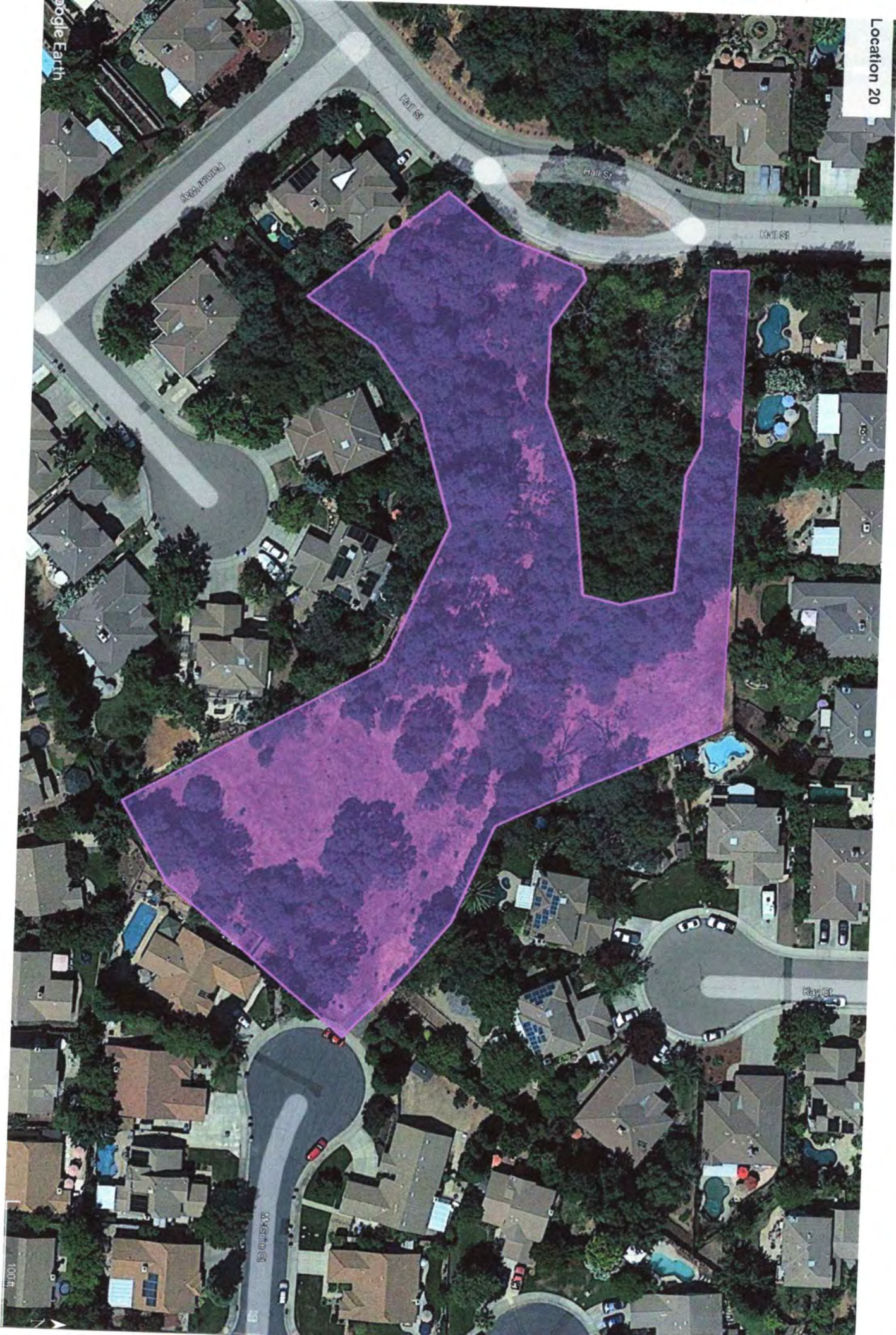






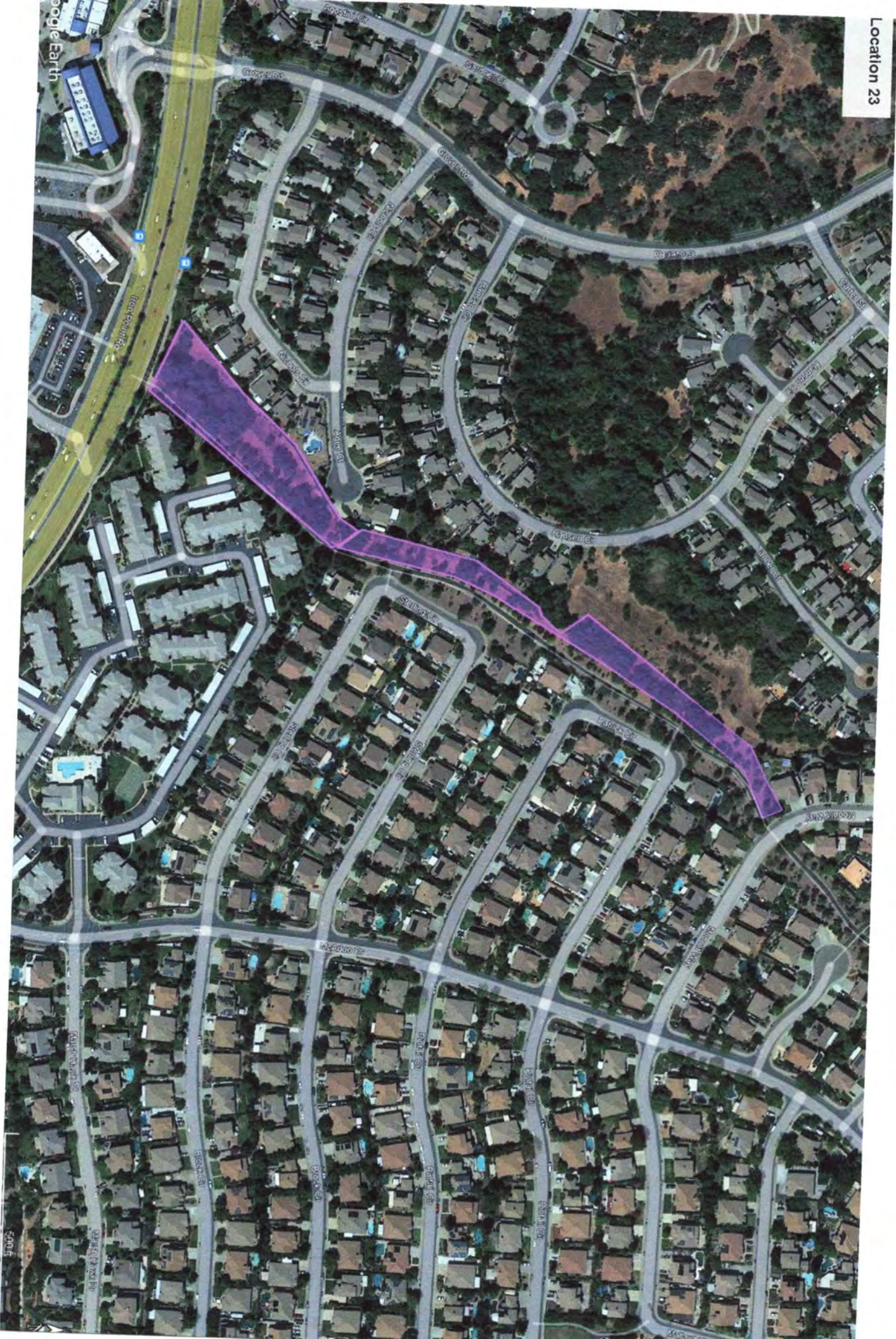




















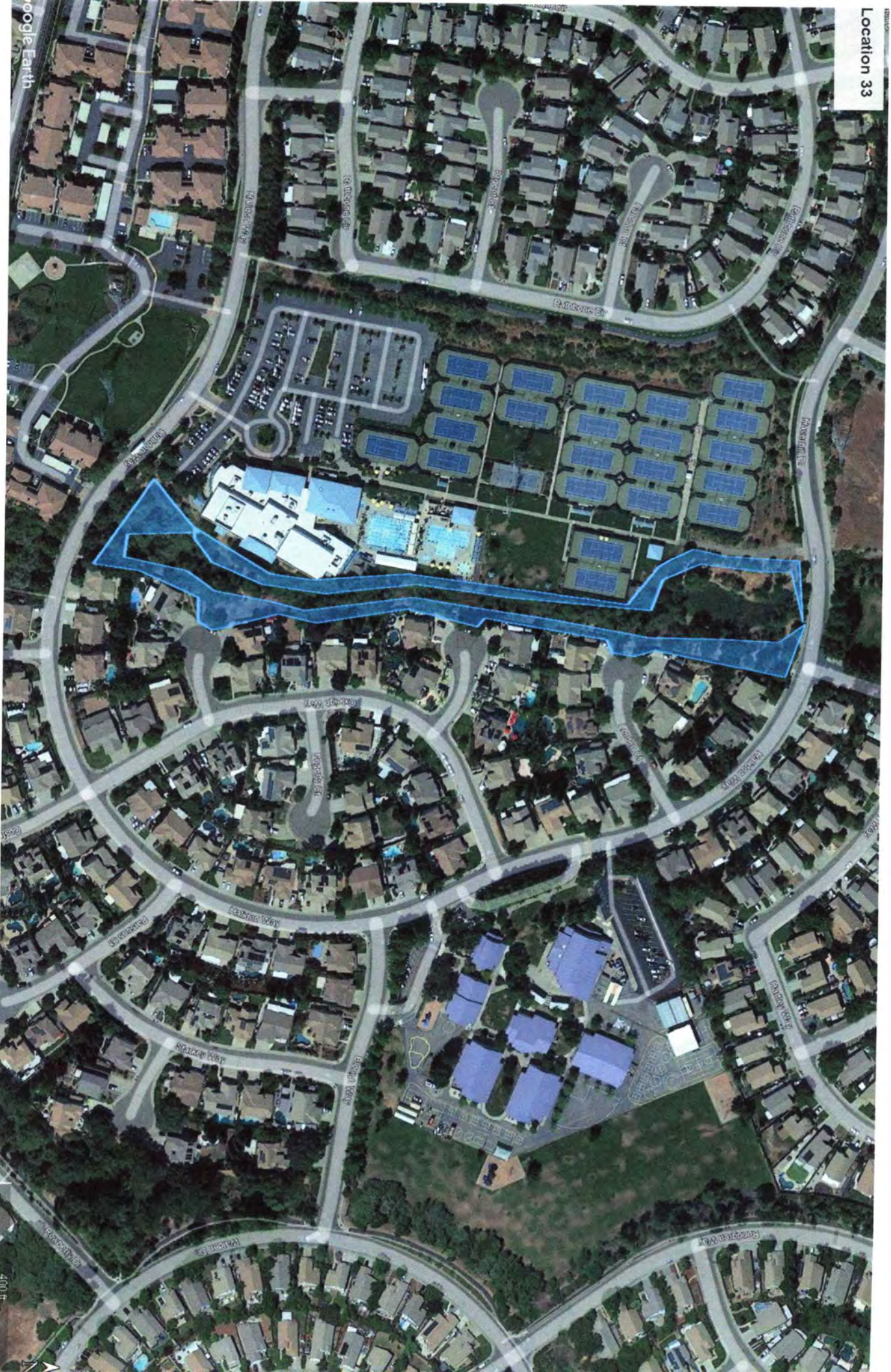


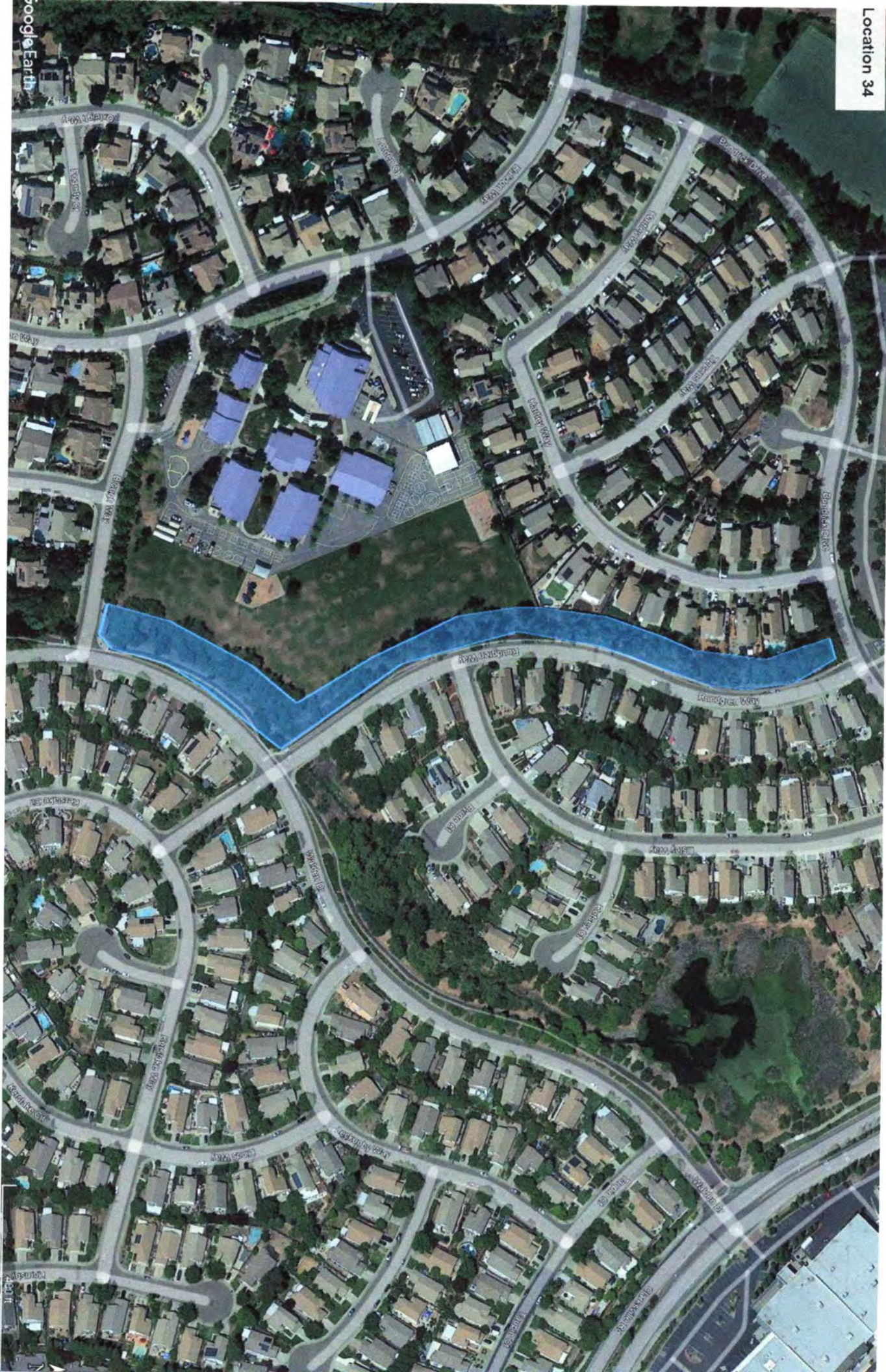


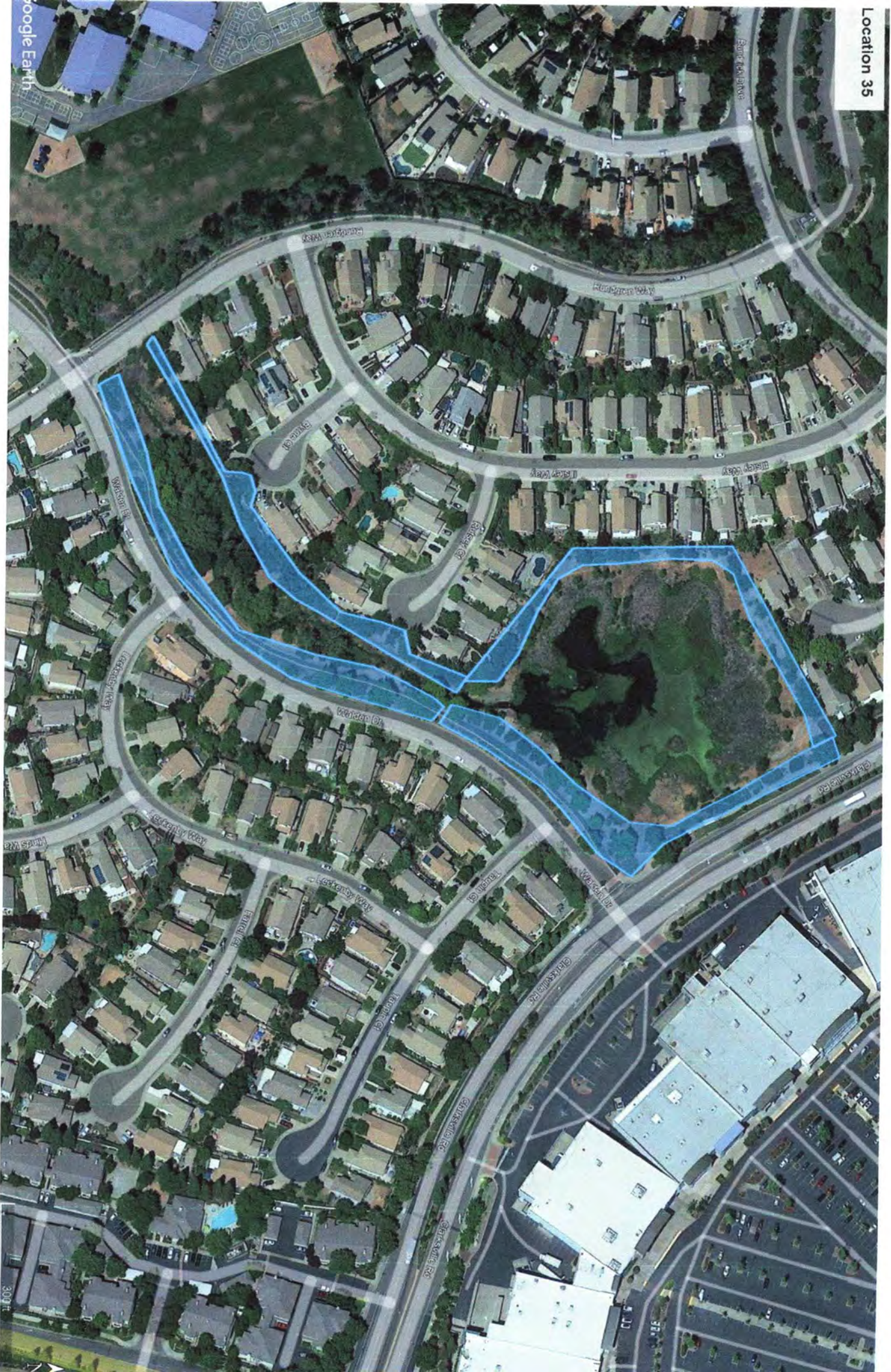




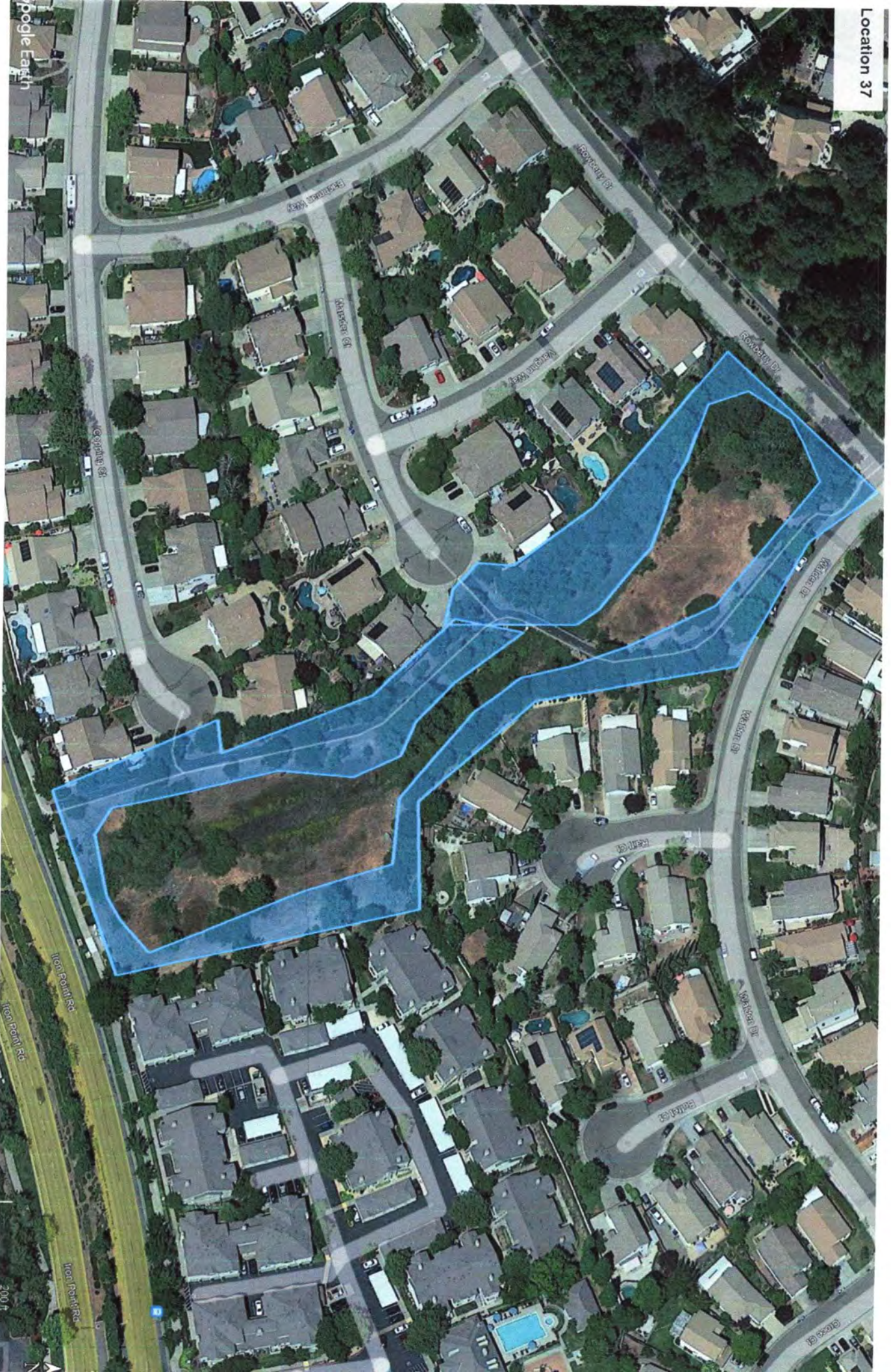








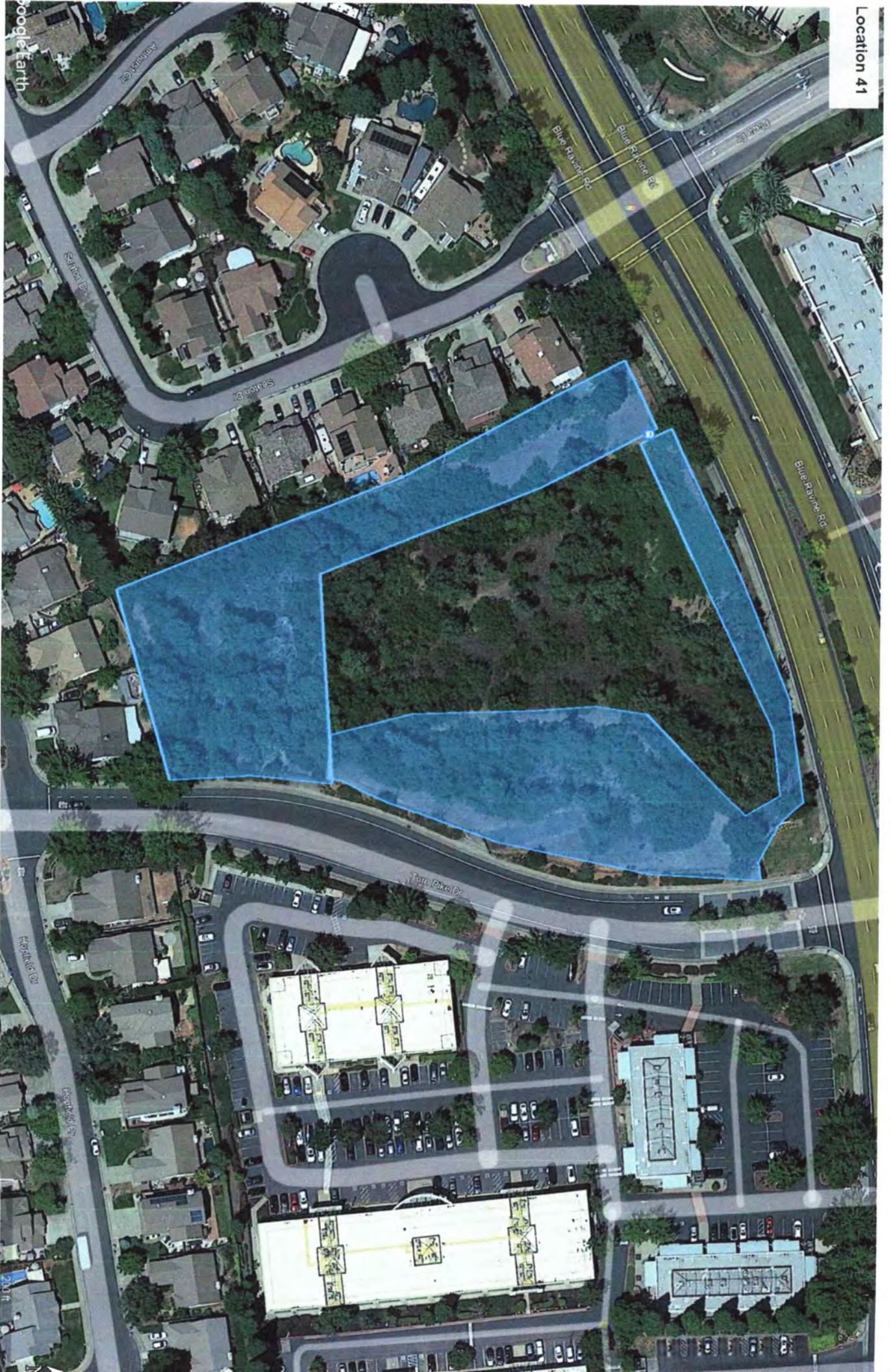


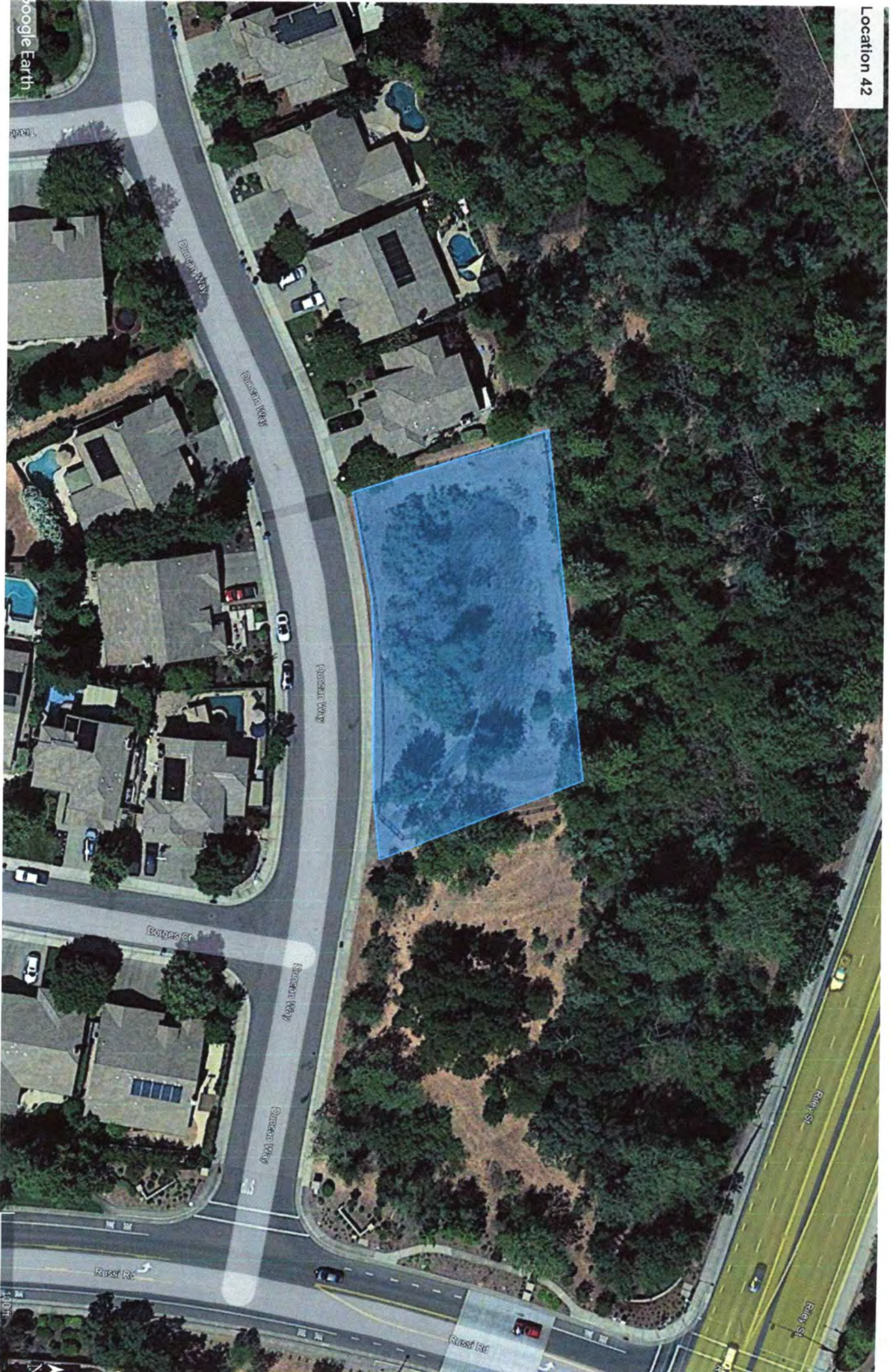


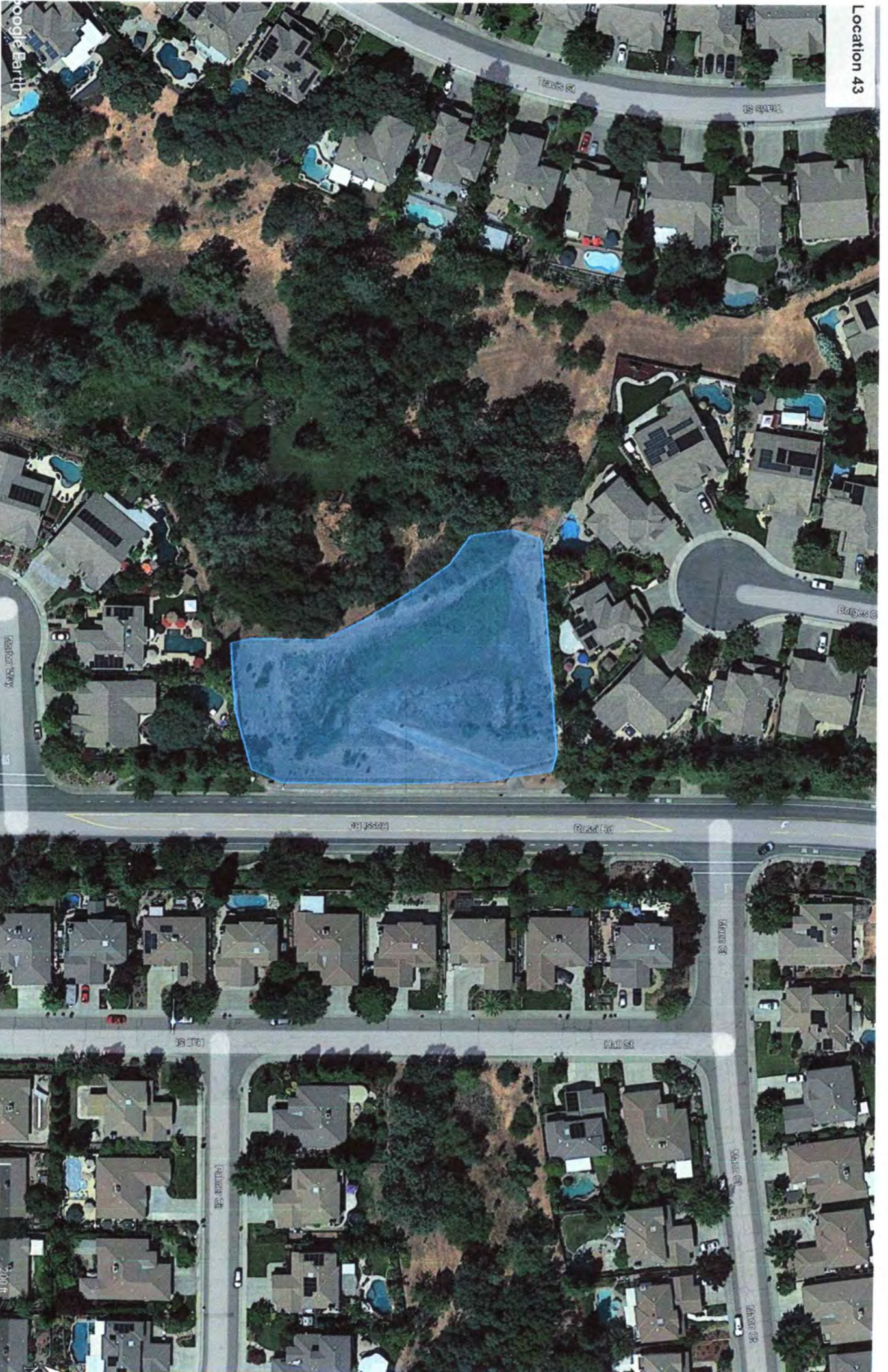


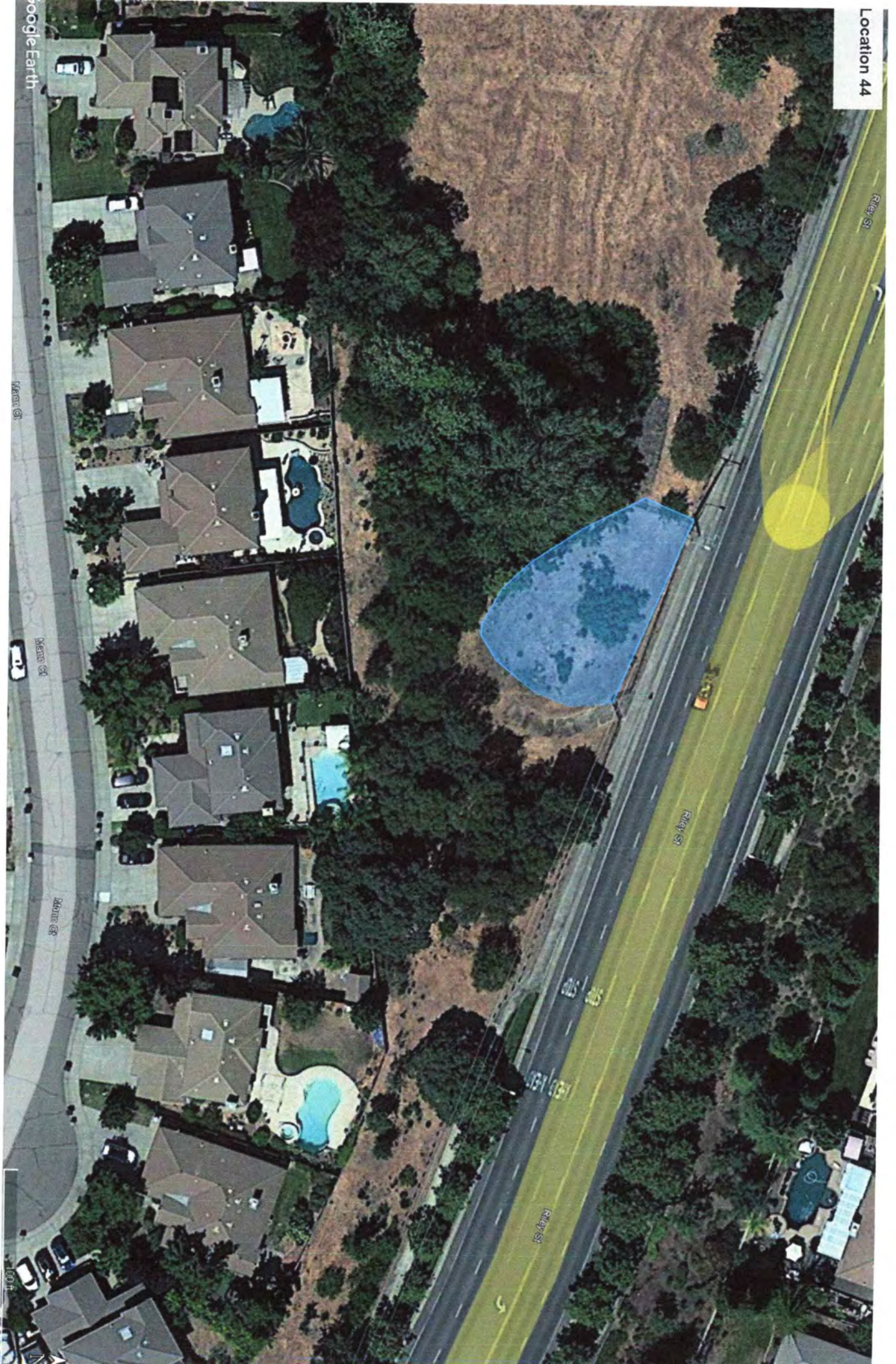












Riley St

Riley St

Riley St

Google Earth

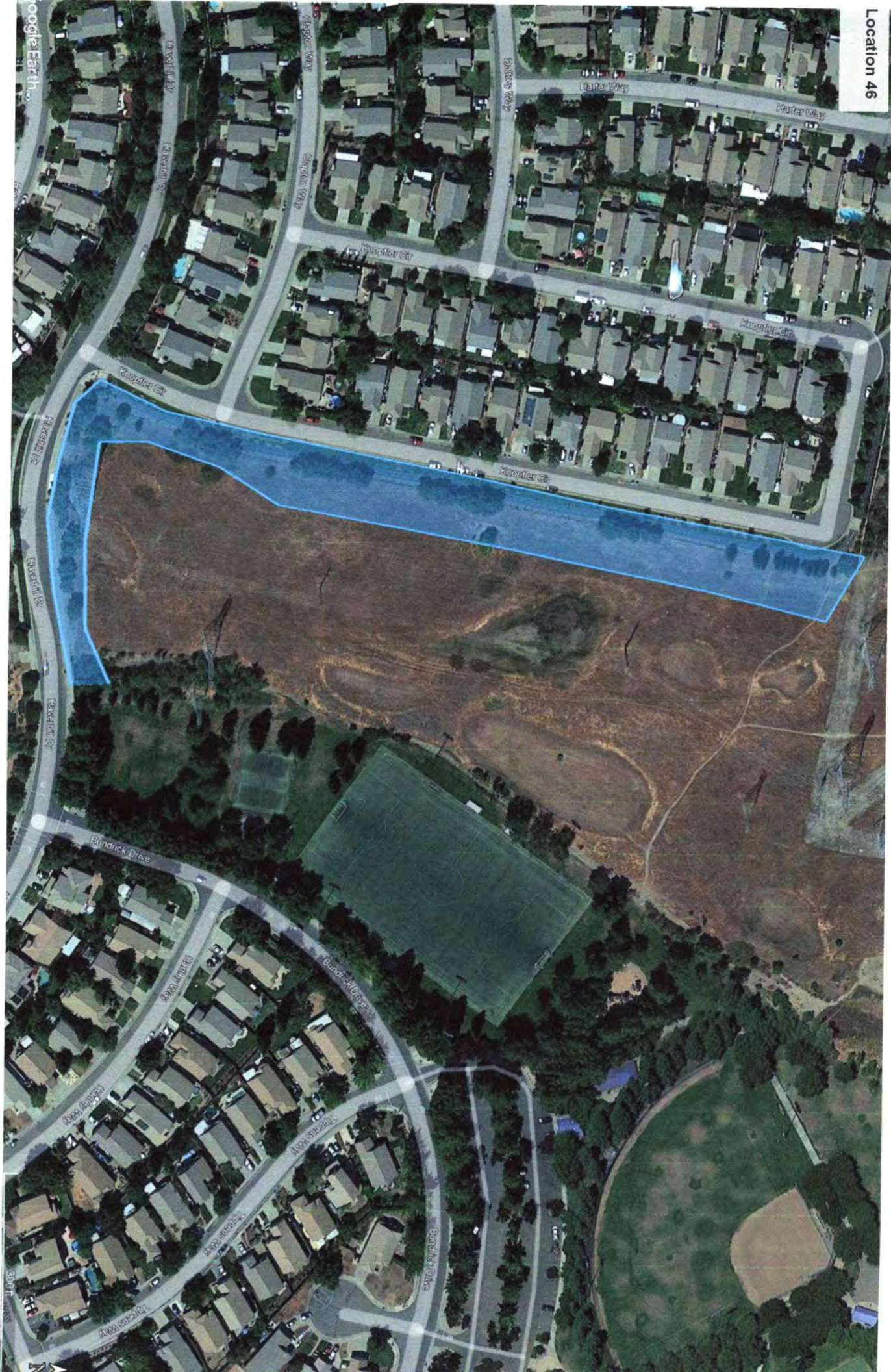
Menden St

Menden St

Menden St

100 ft

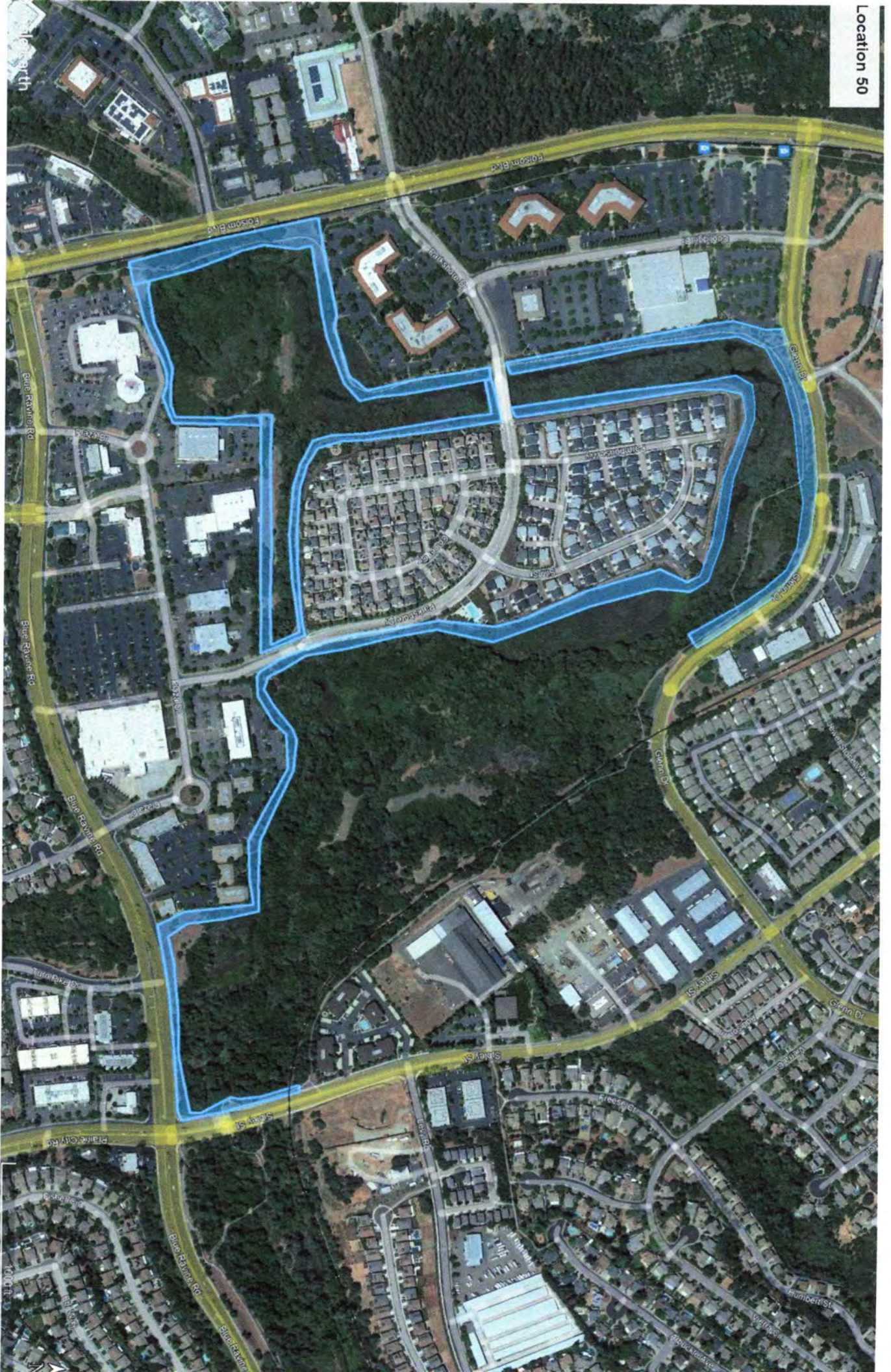


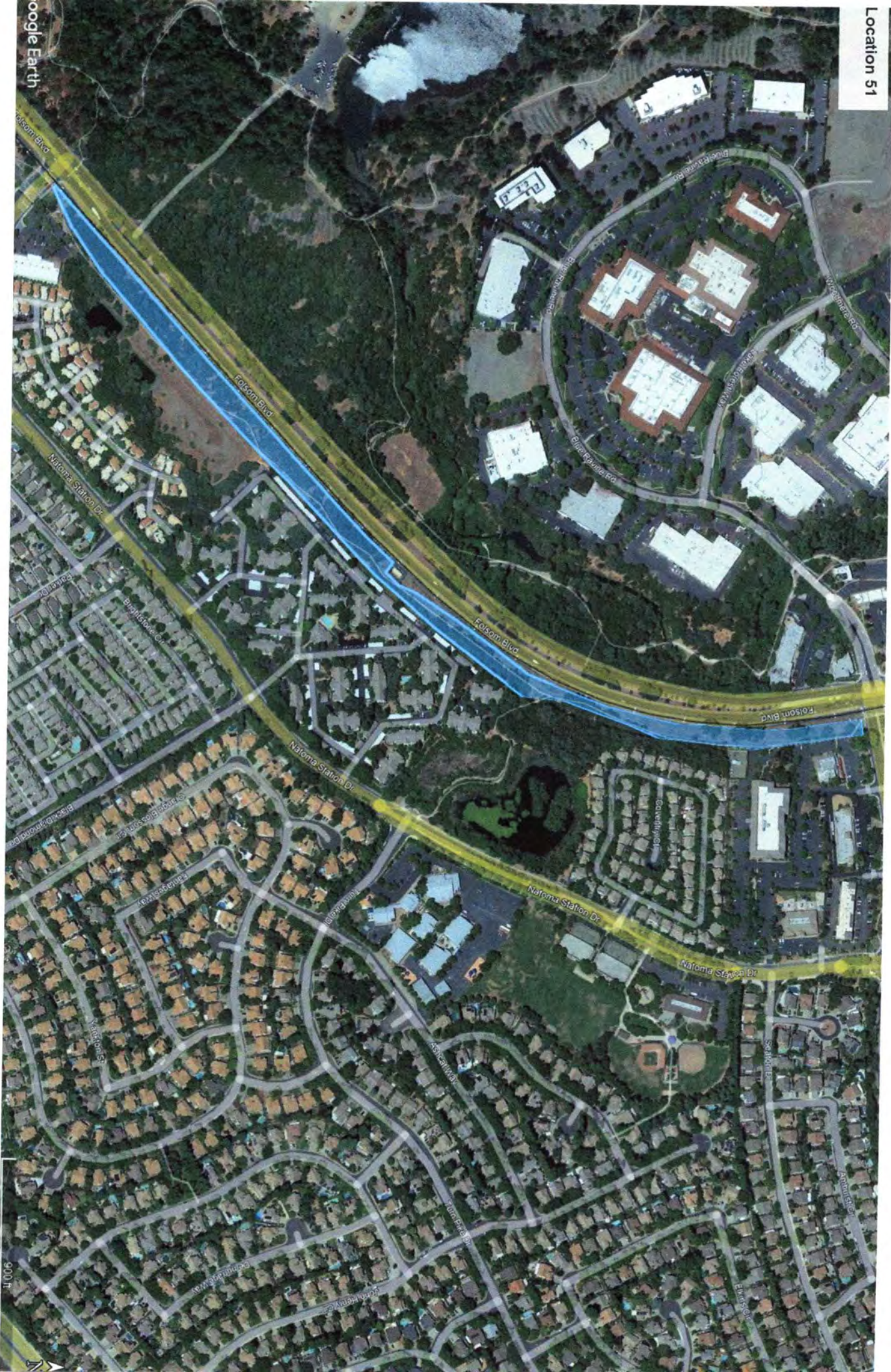


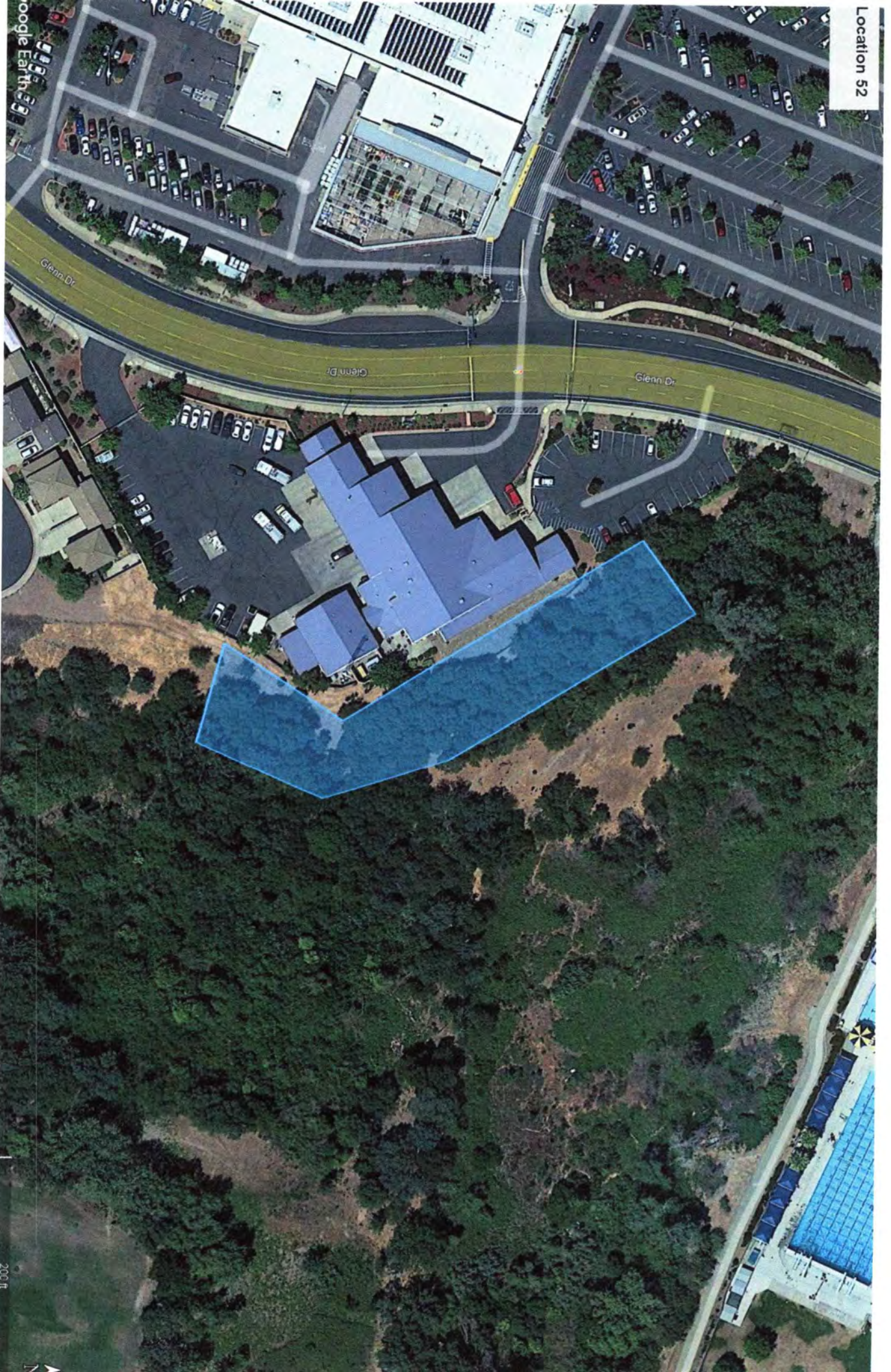


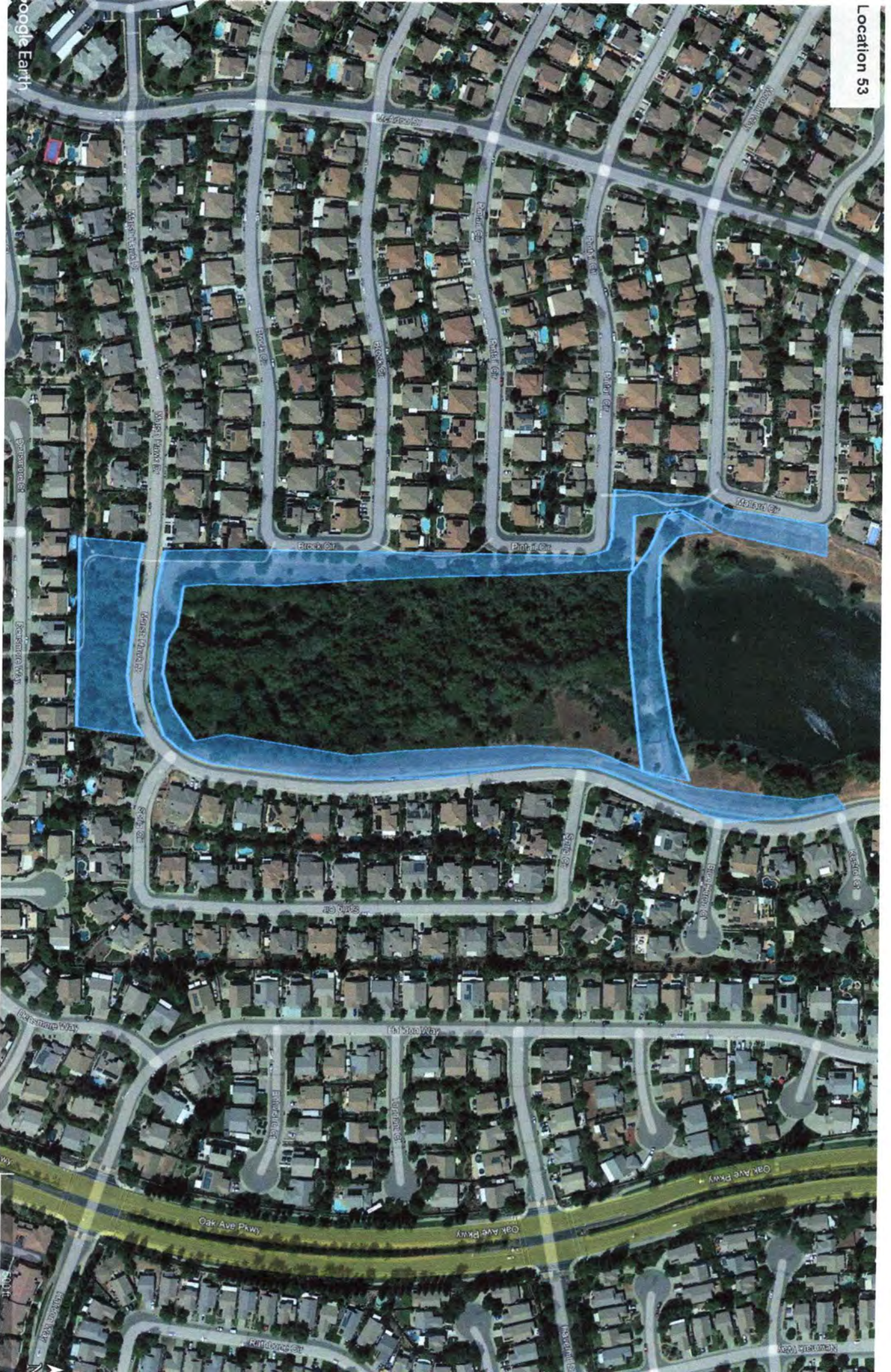


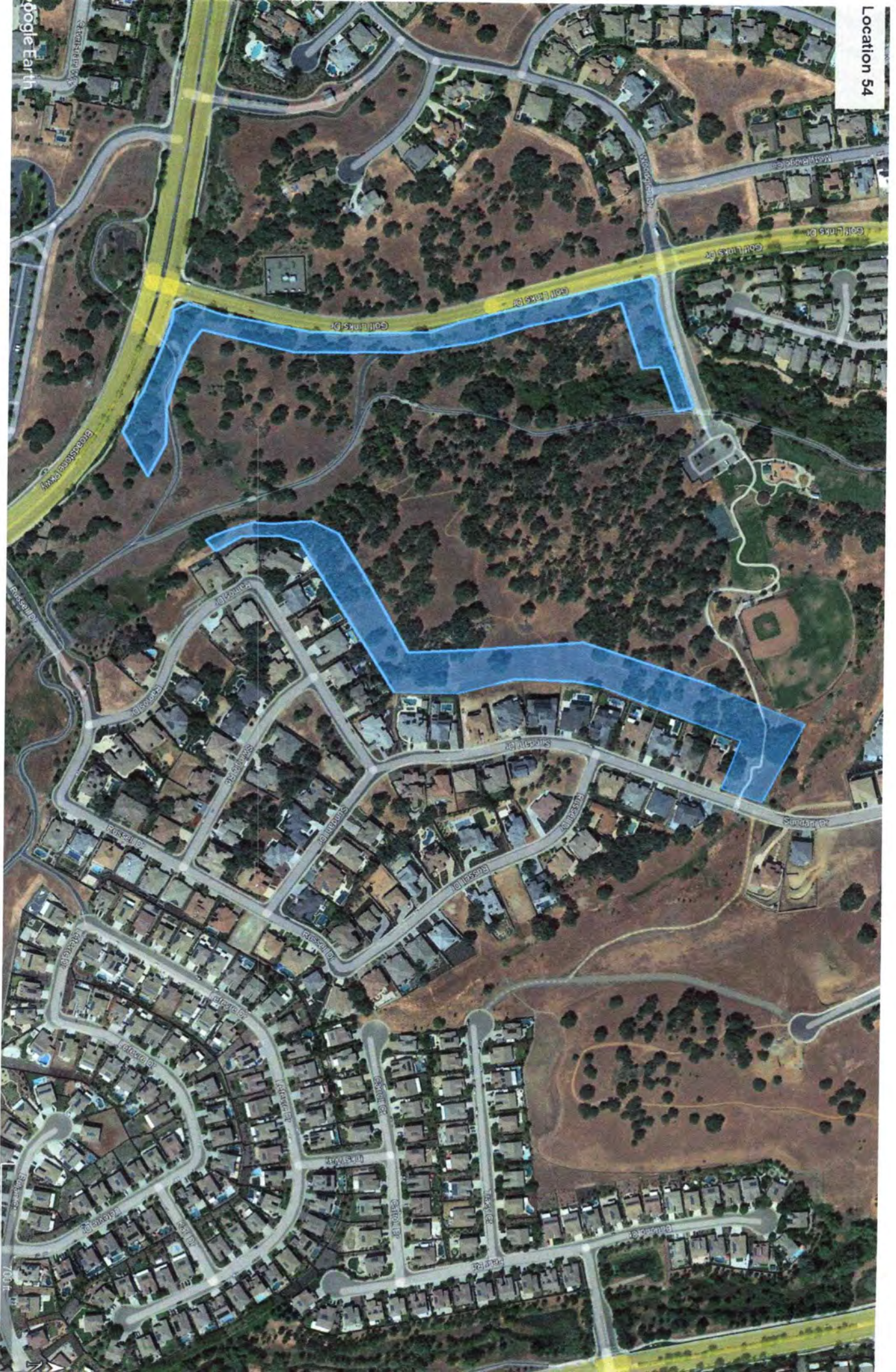


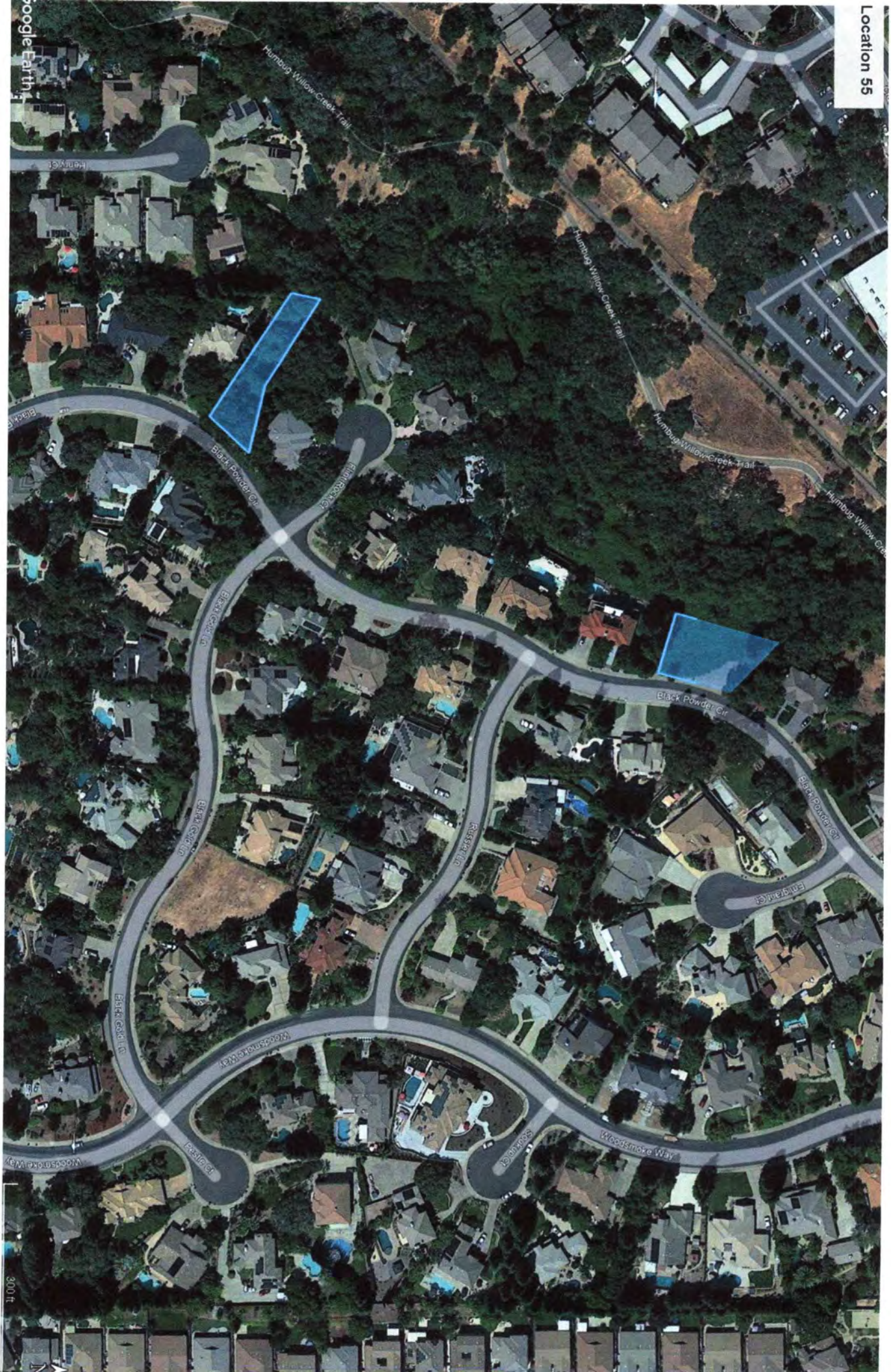


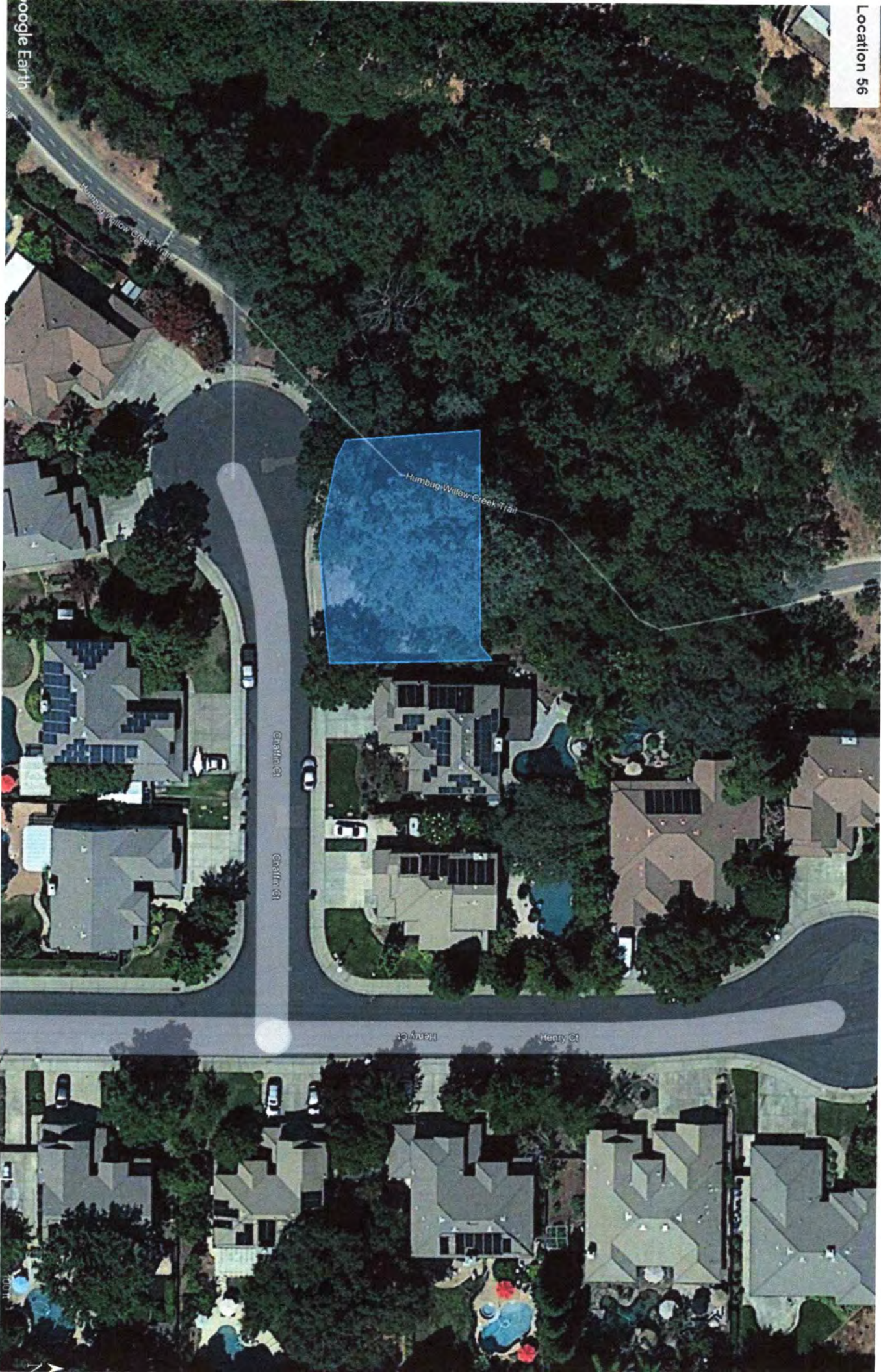


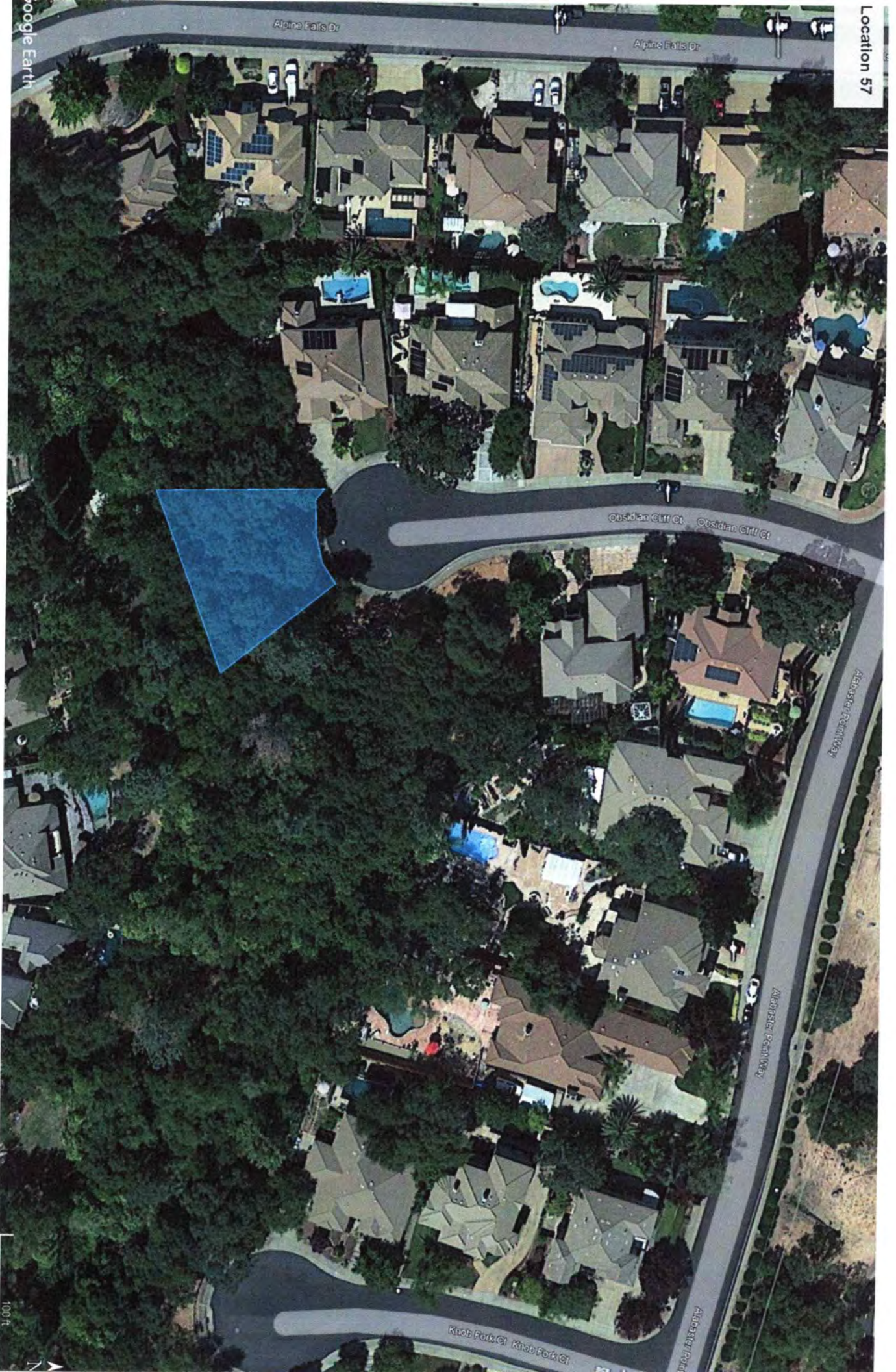


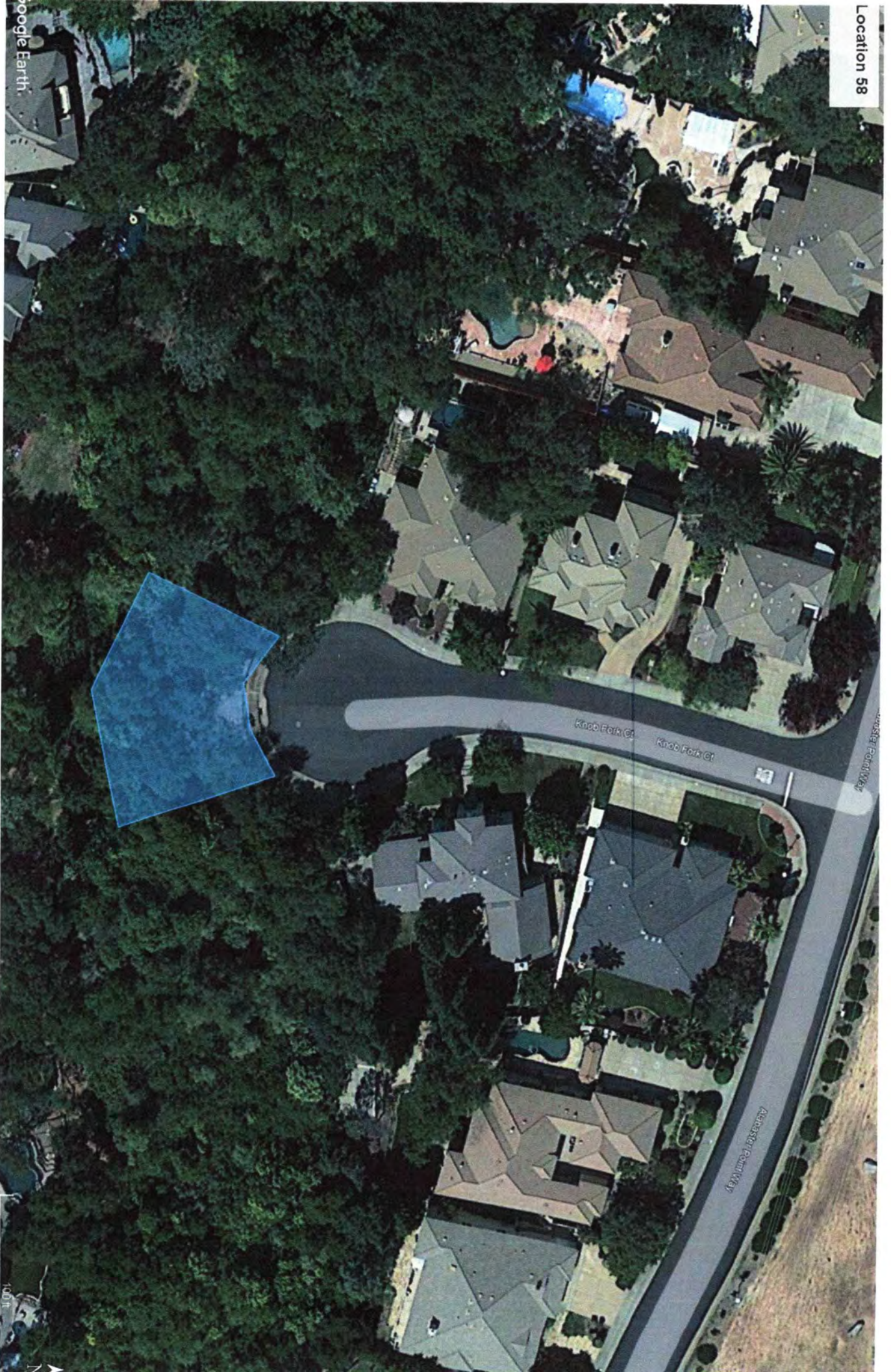




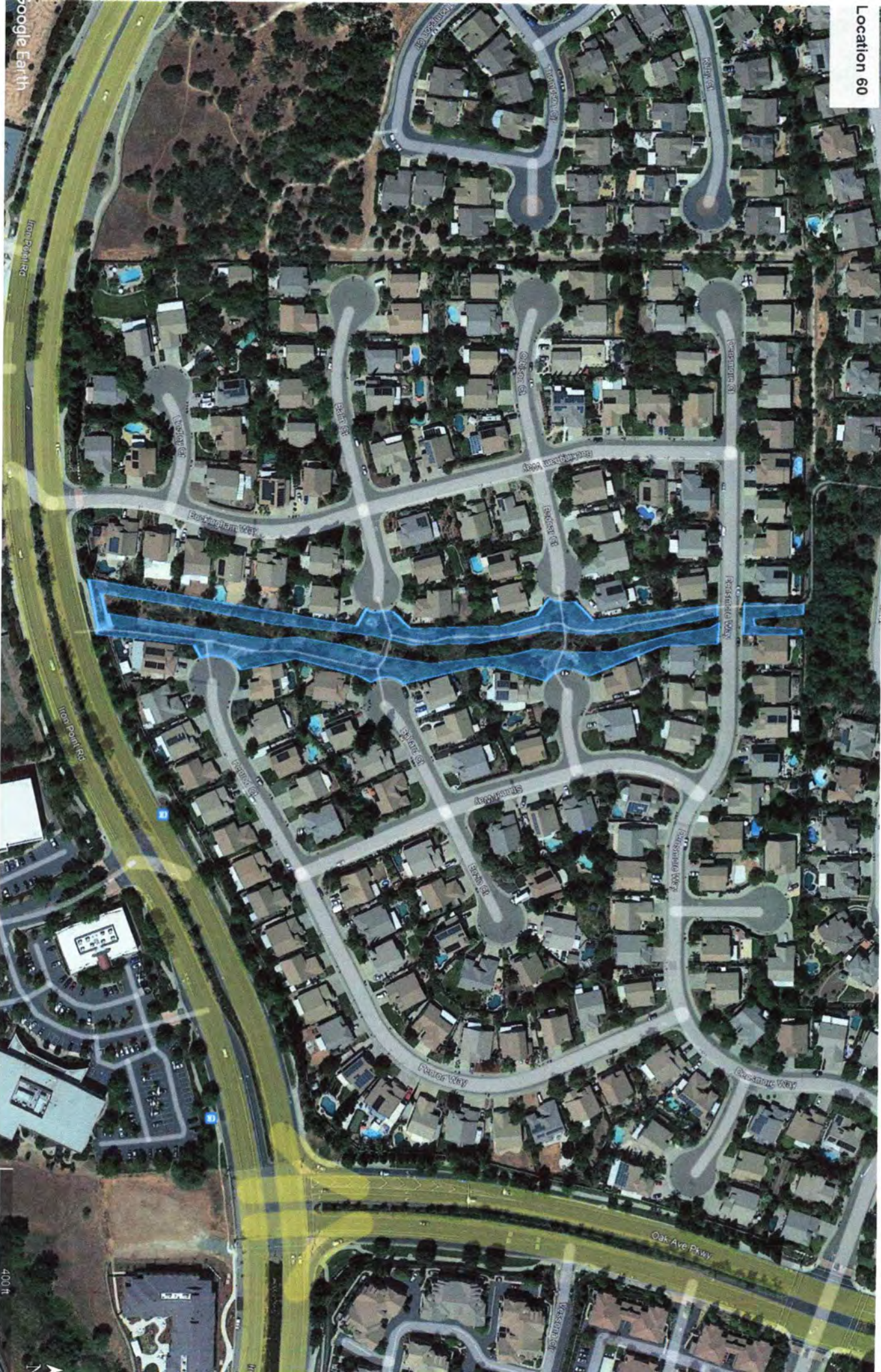




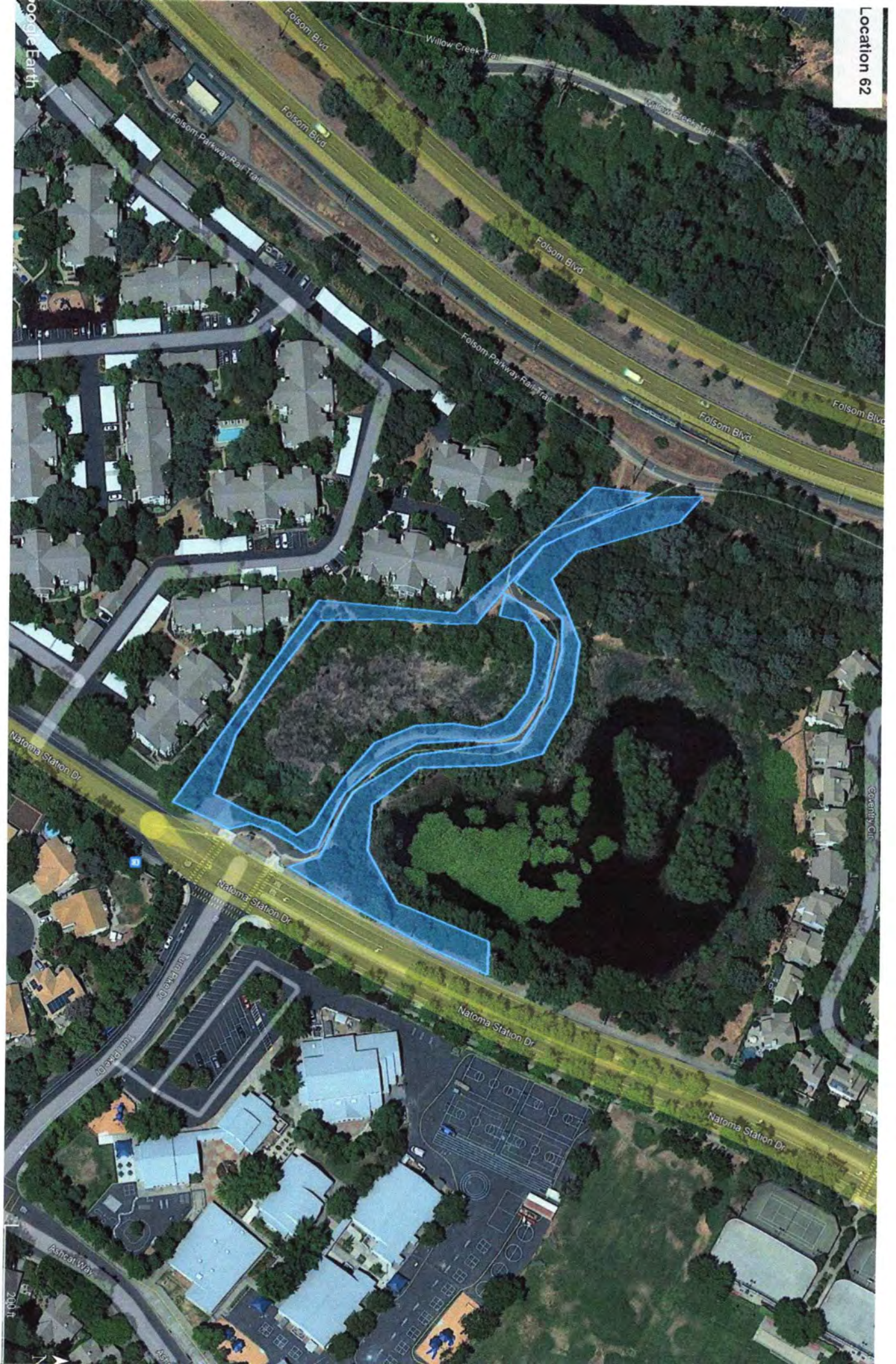


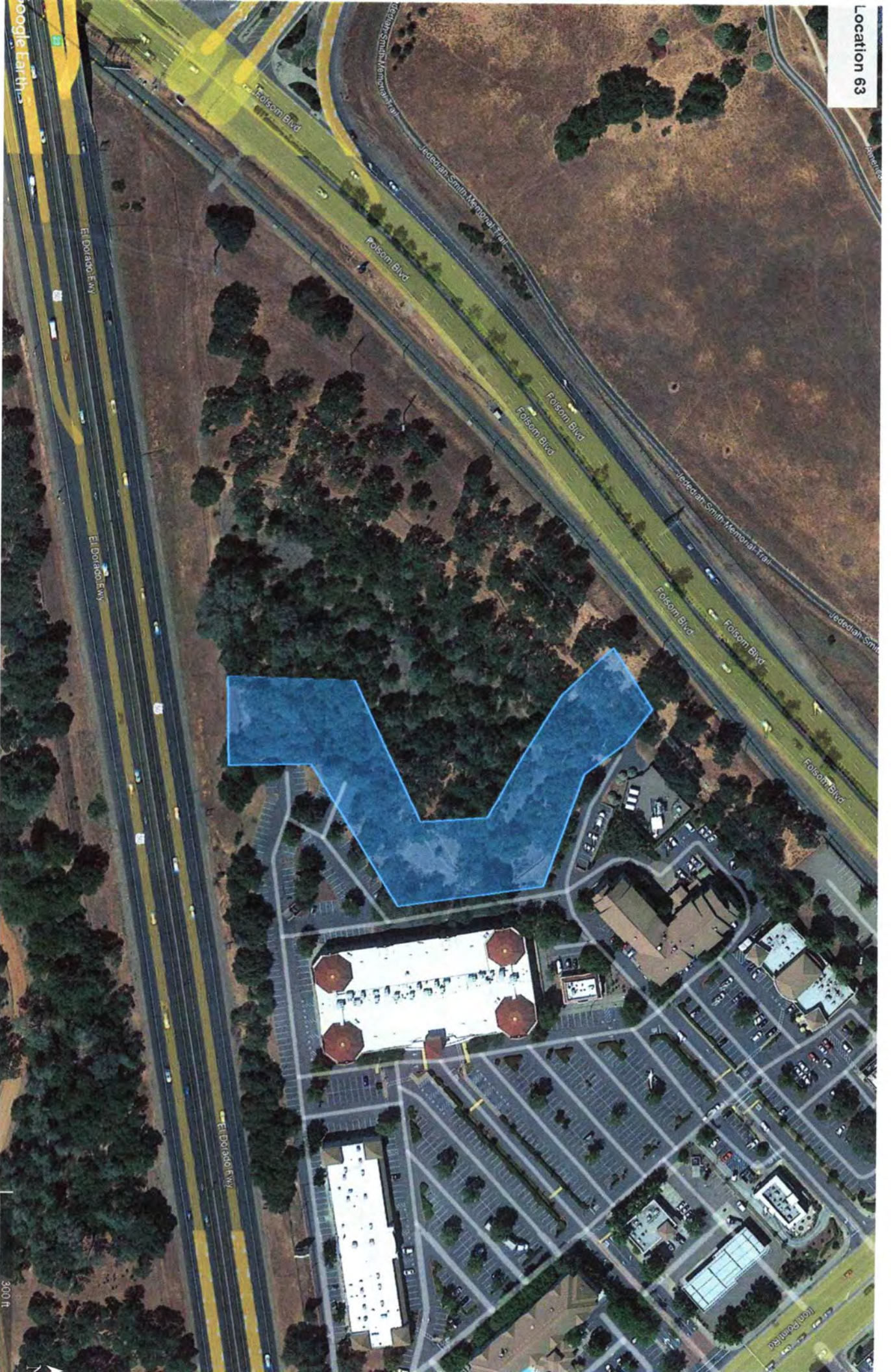




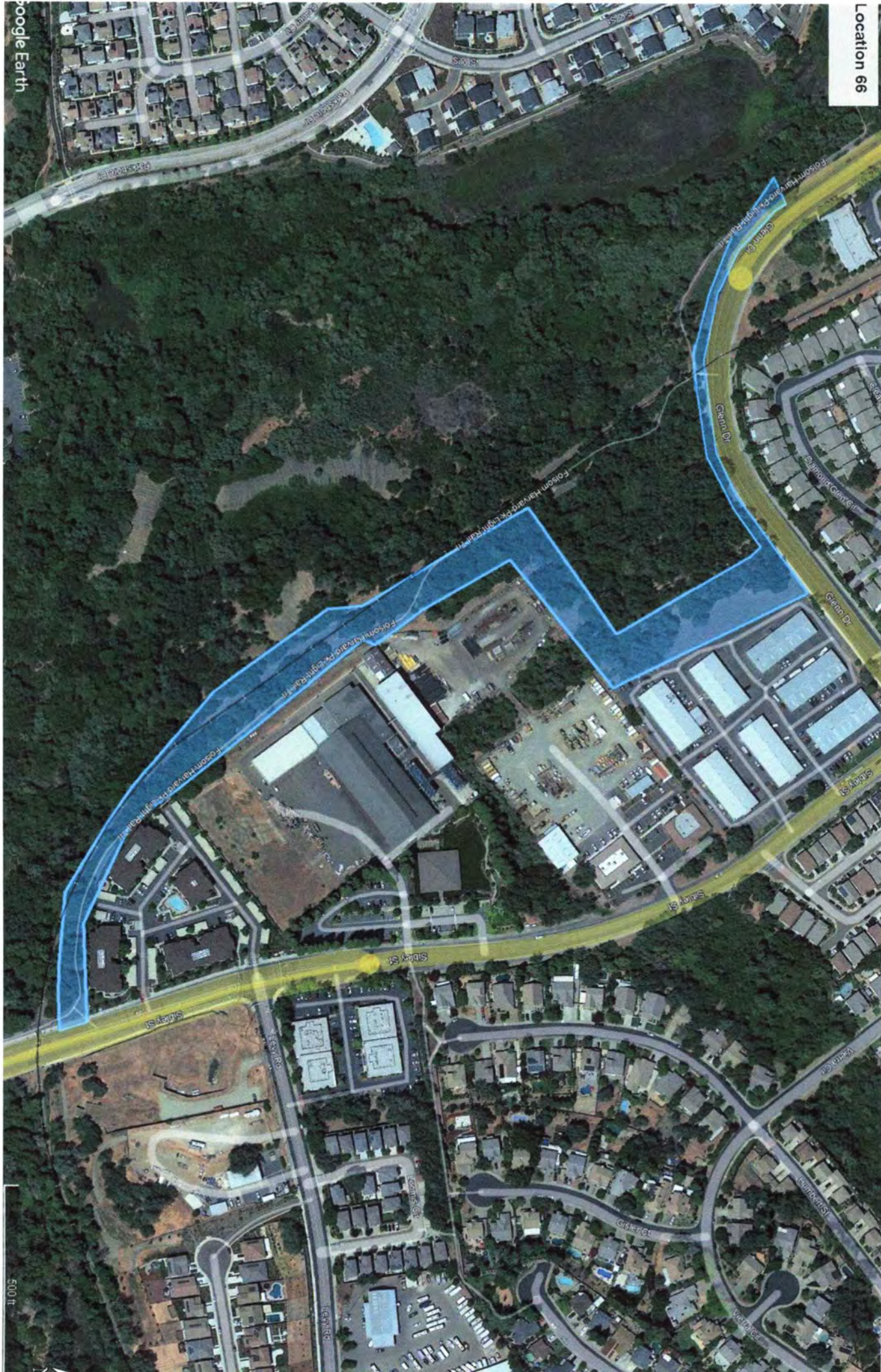


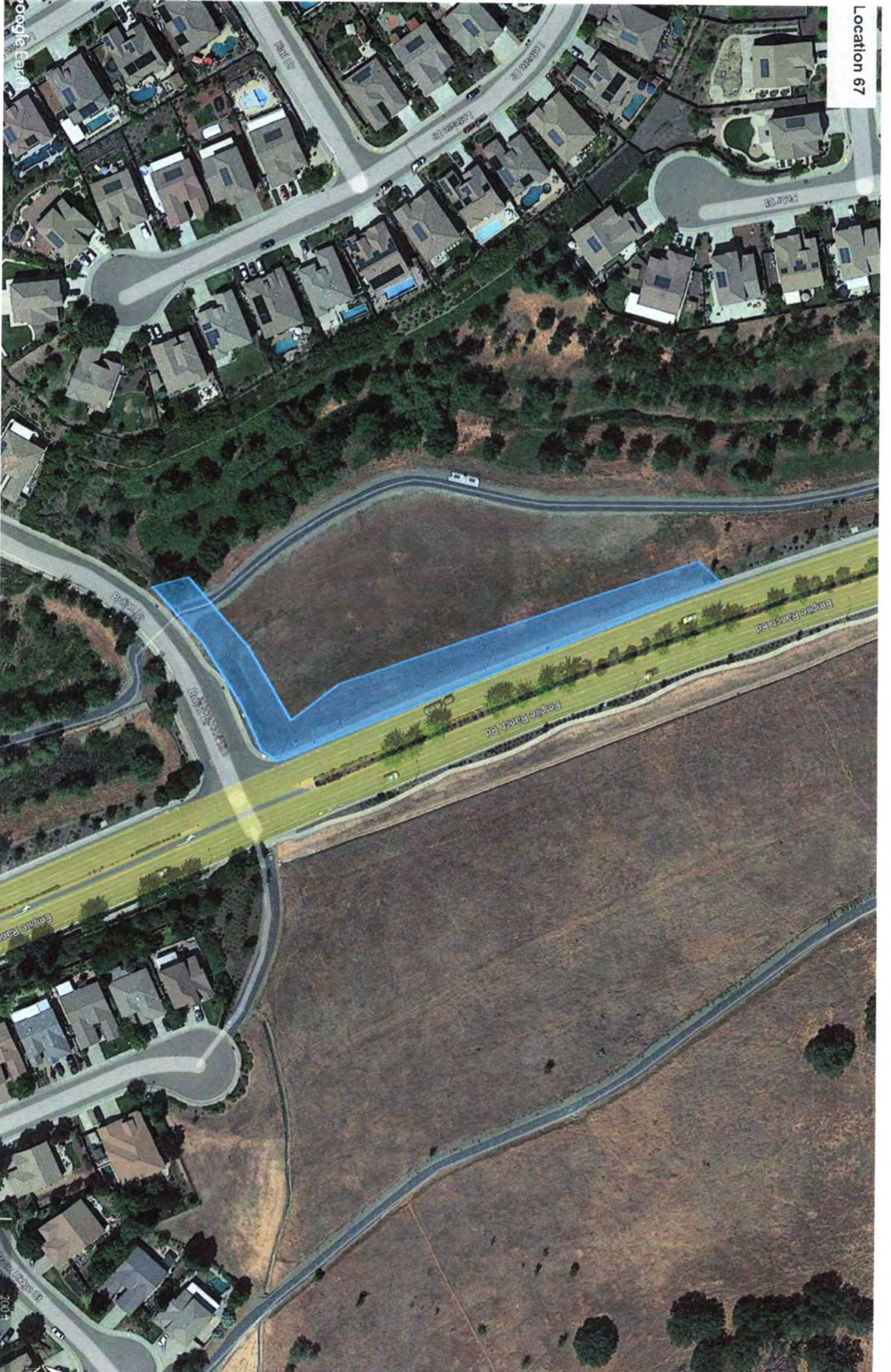


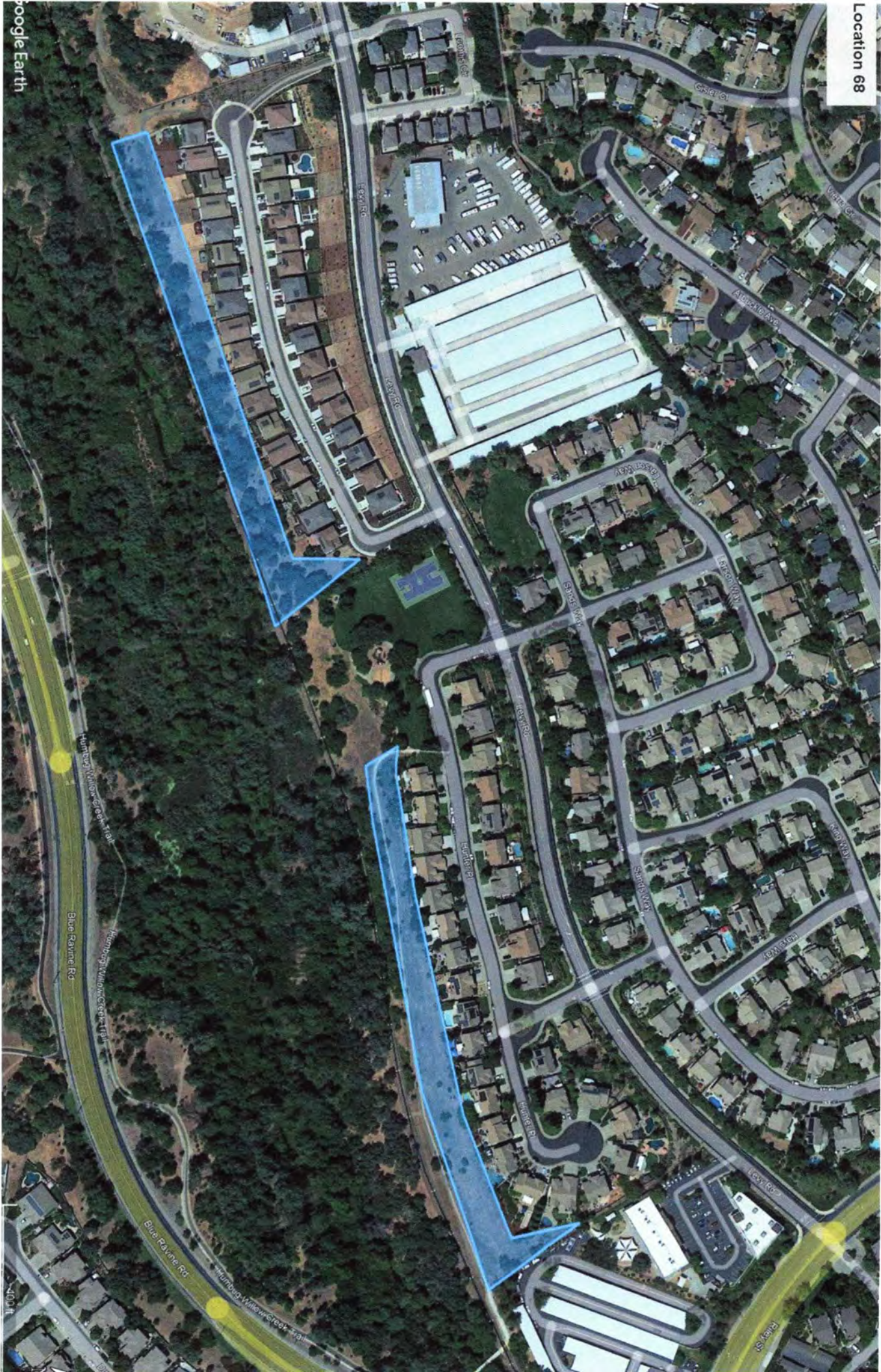












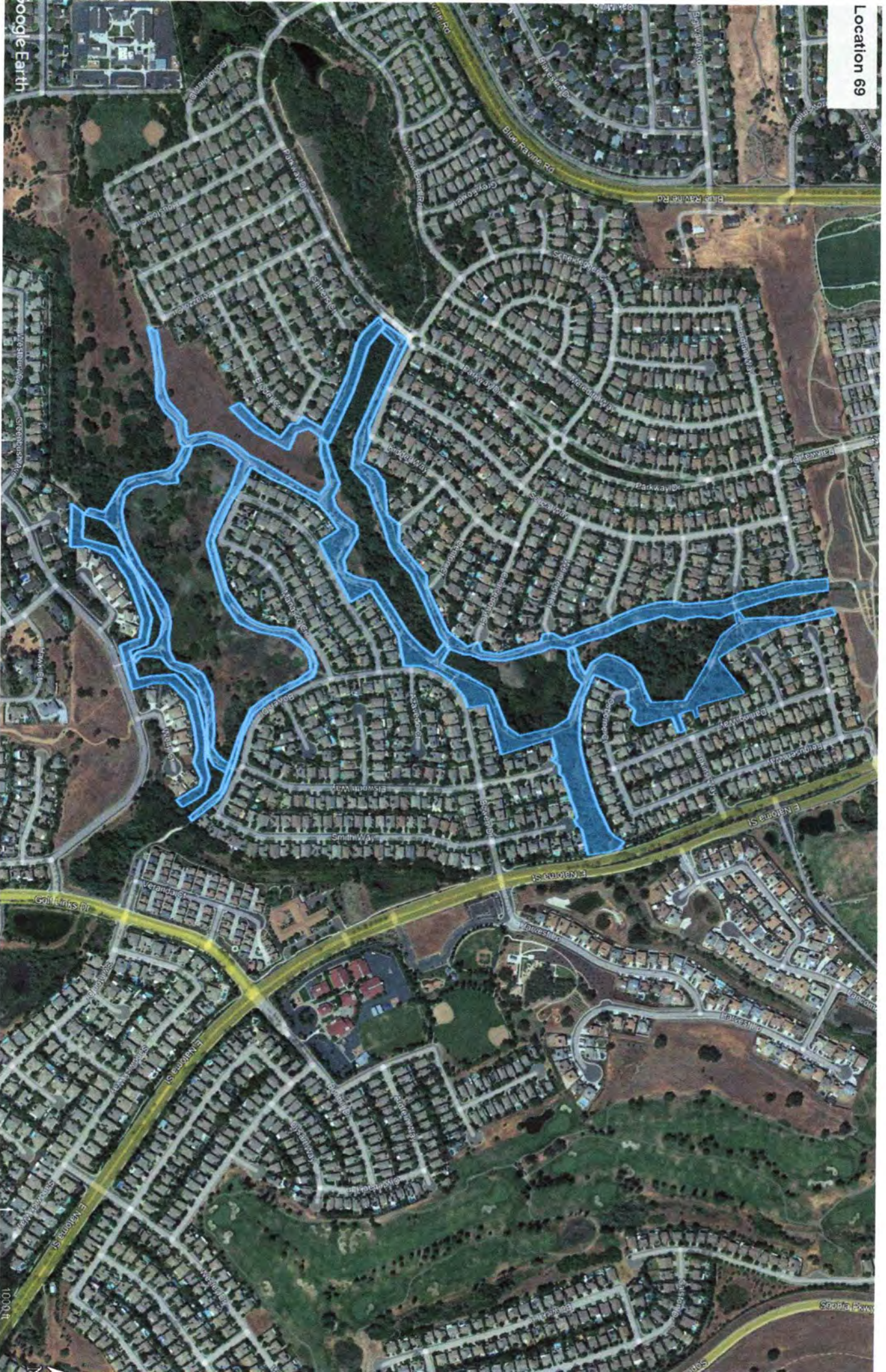


EXHIBIT B

PROTECTED SPECIES LIST

TABLE 2: Special Status Species Potentially Occurring within the Project Areas					
Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
Plant Species					
Ahart's dwarf rush	<i>Juncus leiospermus</i> var. <i>ahartii</i>	Fed: CA: CNPS:	-- -- 1B.2	An annual herb inhabiting grassland swales, gopher mounds and vernal pool margins of mesic valley and foothill grassland communities. Flowers March – May (98-751 feet).	Presumed Absent; The project area lacks the requisite vernal habitats; habitat unsuitable for Ahart's dwarf rush. The nearest CNDDB occurrence is greater than 5 miles from the project

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
					limits.
Big-scale balsamroot	<i>Balsamorhiza macrolepis</i>	Fed: CA: CNPS:	-- -- 1B.2	A perennial herb inhabiting open grassy or rocky slopes and valleys within chaparral, cismontane woodland, valley and foothill grassland communities; sometimes occurs in serpentinite soils. Flowers March- June (295-5,101 feet).	Presumed Absent; The region contains rocky cismontane woodland communities potentially suitable for big-scale balsamroot. However, the nearest CNDDB occurrence is greater than 5 miles from the project limits and the species has not been observed within the City of Folsom. In addition, habitats where routine maintenance activities and the Willow Creek Channel Restoration will occur are locations that have been previously disturbed.
Bisbee Peak rush-rose	<i>Crocanthemum suffrutescens</i> or (<i>Helianthemum suffrutescens</i>)	Fed: CA: CNPS:	-- -- 3.2	A perennial evergreen shrub often inhabiting serpentinite, lone or gabbroic soils of chaparral communities. Flowers April-June (145-2,750 feet elevation).	Presumed Absent; The project area lacks the requisite chaparral communities; habitat unsuitable for Bisbee Peak rush-rose. The nearest CNDDB occurrence is approximately 5 miles from the project limits.
Boggs Lake hedge-hyssop	<i>Gratiola heterosepala</i>	Fed: CA: CNPS:	-- E 1B.2	An annual herb inhabiting clay soils and shallow waters of marshes and swamps, lake margins, and vernal pools. Flowers April-August (33-7,792 feet).	Presumed Absent; The project area lacks the requisite vernal pool habitat; habitat unsuitable for Boggs Lake hedge-hyssop. The nearest CNDDB occurrence approximately 1.5 miles from project limits.
Dwarf downingia	<i>Downingia pusilla</i>	Fed: CA: CNPS:	-- -- 2B.2	An annual herb inhabiting vernal pools and mesic valley and foothill grassland communities. Flowers March-May (3-1,460 feet).	Presumed Absent; The project area lacks the requisite vernal pool habitat; habitat unsuitable for dwarf downingia. The nearest CNDDB occurrence approximately 1 mile from project limits.

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
El Dorado bedstraw	<i>Galium californicum</i> ssp. <i>sierrae</i>	Fed: CA: CNPS:	E -- 1B.2	A perennial herb inhabiting gabbroic soils of chaparral, cismontane woodland, lower montane coniferous forest, open pine, and oak forest communities. Flowers May-June (328-1,919 feet). Known from approximately ten occurrences in El Dorado County.	Presumed Absent; The project area occurs within Sacramento County outside the known distribution of the species. The nearest CNDDB occurrence is approximately 5 miles from the project limits.
El Dorado County mule ears	<i>Wyethia reticulata</i>	Fed: CA: CNPS:	-- -- 1B.2	A perennial herb inhabiting clay or gabbroic soils of wooded slopes, chaparral, cismontane woodland, and lower montane coniferous forest communities. Flowers May-August (492-2,066 feet). Known only from El Dorado County.	Presumed Absent; The project area occurs within Sacramento County, outside the known distribution of the species. The nearest CNDDB occurrence is approximately 5 miles from the project limits.
Hispid salty bird's-beak	<i>Chloropyron molle</i> ssp. <i>hispidum</i>	Fed: CA: CNPS:	-- -- 1B.1	An annual herb inhabiting moist alkaline soils of saline marshes and flats, meadows and seeps, playas, and valley and foothill grassland communities. Flowers June-July (0-509 feet).	Presumed Absent; The project area lacks the species' requisite alkaline soils; habitat unsuitable for Hispid salty bird's-beak. The nearest CNDDB occurrence is greater than 5 miles from the project limits.
Layne's ragwort	<i>Packera layneae</i> (<i>Senecio layneae</i>)	Fed: CA: CNPS:	T -- 1B.2	A perennial herb inhabiting rocky soils within chaparral and cismontane woodland communities. Flowers April-August (656-3,280 feet).	Presumed Absent; The region contains rocky cismontane woodland communities potentially suitable for Layne's ragwort. However, the nearest CNDDB occurrence is approximately 4.5 miles from the project limits and the species has not been observed within the City of Folsom. In addition, habitats where routine maintenance activities and the Willow Creek Channel Restoration will occur are locations that have been previously disturbed.

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status	General Habitat Description	Potential for Occurrence and Rationale
Legenere	<i>Legenere limosa</i>	Fed: -- CA: -- CNPS: 1B.1	An annual herb inhabiting wet areas, vernal pools, and ponds. Flowers May-June (0-2,887 feet).	Presumed Absent; The streams, channels and basins comprising the project area may provide suitable wetland habitat for legenere. However, the nearest CNDDDB occurrence is approximately 4.5 miles from the project limits and the species has not been observed within the City of Folsom. In addition, habitats where routine maintenance activities and the Willow Creek Channel Restoration will occur are locations that have been previously disturbed.
Pincushion navarretia	<i>Navarretia myersii</i> ssp. <i>myersii</i>	Fed: -- CA: -- CNPS: 1B.1	An annual herb inhabiting vernal pool communities, often in acidic soil conditions. Flowers in May (65-1,083 feet).	Presumed Absent; The project area lacks the requisite vernal pool habitat; habitat unsuitable for pincushion navarretia. The nearest CNDDDB occurrence approximately 1 mile from project limits.
Pine Hill ceanothus	<i>Ceanothus roderickii</i>	Fed: E CA: -- CNPS: 1B.2	An evergreen perennial shrub inhabiting rocky, gabbroic or serpentine soils characterized by low concentrations of available K, P, S, Fe, and Zn of chaparral, oak/pine woodland, and cismontane woodland communities. Flowers April-June (803-2,066 feet). Known only from El Dorado County.	Presumed Absent; The project area occurs within Sacramento County and at elevations no higher than 700 feet, outside the species' known distribution; habitat unsuitable for Pine Hill ceanothus. The nearest CNDDDB occurrence is approximately 4 miles from the project limits.
Pine Hill flannelbush	<i>Fremontodendron decumbens</i>	Fed: E CA: -- CNPS: 1B.2	A perennial evergreen shrub inhabiting rocky gabbroic or serpentine soils of chaparral, cismontane woodland and pine woodland communities. Flowers April-July (1,394-2,493 feet).	Presumed Absent; The project area occurs at elevations no higher than 700 feet, well outside the species' lower elevation range; habitat unsuitable for Pine Hill flannelbush. The nearest CNDDDB

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
					occurrence greater than 5 miles from the project limits.
Red Bluff dwarf rush	<i>Juncus leiospermus</i> var. <i>leiospermus</i>	Fed: CA: CNPS:	-- -- 1B.1	An annual herb inhabiting vernal mesic soils of chaparral, cismontane woodland, meadows and seeps, valley and foothill grassland and vernal pool communities. Flowers April – June (104-4,101 feet).	Presumed Absent; The project area lacks the requisite vernal pool habitat; habitat unsuitable for Red Bluff dwarf rush. The nearest CNDDDB occurrence is greater than 10 miles from the project limits.
Red Hills soaproot	<i>Chlorogalum grandiflorum</i>	Fed: CA: CNPS:	-- -- 1B.2	A perennial bulbiferous herb inhabiting open shrubby or wooded hills of chaparral, cismontane woodland and lower montane coniferous forest communities. Occurs frequently within serpentine or gabbro soils; known to occur on non-ultramafic soils. Flowers May-June (800-4,067 feet).	Presumed Absent; The project area occurs at elevations no higher than 700 feet, outside the species' lower elevation range; habitat unsuitable for Red Hills soaproot. The nearest CNDDDB occurrence greater than 5 miles from the project limits.
Sacramento Orcutt grass	<i>Orcuttia viscida</i>	Fed: CA: CNPS:	E E 1B.1	An annual herb inhabiting vernal pools. Flowers April-July (98-328 feet).	Presumed Absent; The project area lacks the requisite vernal pool habitat; habitat unsuitable for Sacramento orcutt grass. The nearest CNDDDB occurrence is extirpated from within the project limits.
Sanford's arrowhead	<i>Sagittaria sanfordii</i>	Fed: CA: CNPS:	-- -- 1B.2	A perennial rhizomatous herb inhabiting freshwater marshes, swamps, ponds and ditches. Flowers May-October (0-2,132 feet).	Low to Moderate; The streams, channels and basins comprising the project area may provide suitable wetland habitat for Sanford's arrowhead. The nearest CNDDDB occurrence is approximately 1 mile from the project limits.
Slender Orcutt grass	<i>Orcuttia tenuis</i>	Fed: CA: CNPS:	T E 1B.1	An annual herb inhabiting vernal pools. Flowers May-October (115-5,774 feet).	Presumed Absent; The project area lacks the requisite vernal pool habitat; habitat unsuitable for slender orcutt grass.

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
					The nearest CNDDDB occurrence is greater than 5 miles from the project limits.
Stebbins' morning-glory	<i>Calystegia stebbinsii</i>	Fed: CA: CNPS:	E E 1B.1	A perennial rhizomatous herb inhabiting gabbroic or serpentinite soils of chaparral openings and cismontane woodland communities. Flowers April-July (606-3,576 feet). Known from fewer than 20 occurrences in El Dorado and Nevada Counties.	Presumed Absent; The project area occurs within Sacramento County outside the known distribution of the species. The nearest CNDDDB occurrence is approximately greater than 5 miles from the project limits.
Tuolumne button-celery	<i>Eryngium pinnatisectum</i>	Fed: CA: CNPS:	-- -- 1B.2	An annual/perennial herb inhabiting vernal pools, swales, intermittent streams, cismontane woodlands, and lower montane coniferous forests. Flowers June-August (230-3,002 feet).	Presumed Absent; The streams, channels and basins comprising the project area may provide suitable wetland habitat for Tuolumne button-celery. However, the nearest CNDDDB occurrence is approximately 10 miles from the project limits and the species has not been observed within the City of Folsom. In addition, habitats where routine maintenance activities and the Willow Creek Channel Restoration will occur are locations that have been previously disturbed.
Avian Species					
Bald eagle	<i>Haliaeetus leucocephalus</i>	Fed: CA: DFW:	D E FP	Species occurs near ocean shores, lakes, rivers, rangelands and coastal wetlands for nesting and wintering; nesting occurs within 1 mile of a water source with abundant fish near mountain forests and woodlands. Prefers ponderosa pines for nesting.	Low to Moderate; The project area includes riparian and woodland vegetation in proximity to large bodies of water potentially suitable for bald eagle nesting. The nearest CNDDDB occurrence is approximately 4 miles from the project limits.

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status	General Habitat Description	Potential for Occurrence and Rationale
Bank swallow	<i>Riparia riparia</i>	Fed: -- CA: T DFW: --	A migratory colonial nester inhabiting lowland and riparian habitats west of the desert during spring - fall. Majority of current breeding populations occur along the Sacramento and Feather rivers in the north Central Valley. Requires vertical banks or cliffs with fine textured/sandy soils for nesting (tunnel and burrow excavations). Nests exclusively near streams, rivers, lakes or the ocean. Breeds May-July.	Low to Moderate; The streams, channels and basins comprising the project area may provide suitable riparian habitat and vertical banks for bank swallow. The nearest CNDDDB occurrence is approximately 2.5 miles from the project limits.
Burrowing owl	<i>Athene cunicularia</i>	Fed: -- CA: -- DFW: SSC	Species inhabits arid, open areas with sparse vegetation cover such as deserts, abandoned agricultural areas, grasslands, and disturbed open habitats. Requires friable soils for burrow construction (Below 5,300 feet).	Low to Moderate; Isolated occurrences of disturbed open habitats with the project area may provide suitable habitat for burrowing owl. The nearest CNDDDB occurrence is approximately 0.25 miles from the project limits.
California black rail	<i>Laterallus jamaicensis coturniculus</i>	Fed: -- CA: T DFW: FP	A rare yearlong California resident of brackish, and fresh emergent wetlands in delta and coastal locations, including the Sacramento-San Joaquin Delta. Occurs in tidal emergent wetlands dominated by pickleweed, in brackish marshes dominated by bulrushes with pickleweed and in freshwater wetlands dominated by bulrushes, cattails, and saltgrass. Species prefers high wetland areas, away from areas experiencing fluctuating water levels. Requires vegetation providing adequate overhead cover for nesting. Eggs are laid March-June.	Presumed Absent; The wetlands and basins within the project area may contain adequate emergent wetland vegetation to support California black rail. However, the nearest CNDDDB occurrence is over 10 miles from the project limits and the species has not been observed within the City of Folsom. In addition, habitats where routine maintenance activities and the Willow Creek Channel Restoration will occur are locations that have been previously disturbed and in proximity to regular human disturbances.

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status	General Habitat Description	Potential for Occurrence and Rationale
Golden eagle	<i>Aquila chrysaetos</i>	Fed: -- CA: -- DFW: FP	Inhabits grasslands, deserts, savannahs, and early successional stages of forest and shrub habitats. Requires open terrain for hunting, often utilizing rolling foothills and mountain terrain, wide arid plateaus deeply cut by streams and canyons, open mountain slopes, and cliffs and rock outcrops. Home range dependent on prey availability and habitat openness; estimated at 48 mi ² in northern California. Species nests on cliffs and large trees in open areas; breeds January-August (0-11,000 feet).	Low to Moderate; The streams, channels and basins comprising the project area are adjacent to a highly developed urban landscape which lacks adequate acreage of requisite dense grasslands on rolling hills, lowland plains, and valleys and hillsides on lower mountain slopes to support golden eagle. However, the nearest CNDDB occurrence is approximately 0.25 miles from project limits and the species has potential to enter the project area.
Grasshopper sparrow	<i>Ammodramus savannarum</i>	Fed: -- CA: -- DFW: SSC	Inhabits dry or well drained, dense grasslands on rolling hills, lowland plains, and valleys and hillsides on lower mountain slopes. Requires thick cover of native grasslands, preferably comprised of grasses, tall forbs and scattered shrubs. Species may form small groups when nesting. Breeds April-July (0-5,000 feet).	Presumed Absent; The streams, channels and basins comprising the project area are adjacent to a highly developed urban landscape which lacks adequate acreage of requisite dense grasslands on rolling hills, lowland plains, and valleys and hillsides on lower mountain slopes; habitat unsuitable for grasshopper sparrow. The nearest CNDDB occurrence is greater than 10 miles from project location.
Purple martin	<i>Progne subis</i>	Fed: -- CA: -- DFW: SSC	Present in California as a summer migrant, arriving in March and departing by late September. Inhabits valley foothill and montane hardwood/hardwood-conifer, coniferous habitats and riparian habitats. Nests in tall, old, isolated trees or snags in open forest or woodland and in proximity to a body of	Presumed Absent; The streams, channels and basins comprising the project area contain adequate riparian vegetation to support purple martin. However, the nearest CNDDB occurrence is greater than 10 miles from the project limits and the species has

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
				water. Frequently nests within former woodpecker cavities; may nest in human-made structures such as nesting boxes, under bridges and in culverts. Needs abundant aerial insect prey. Breeds April-August.	not been observed within the City of Folsom. In addition, habitats where routine maintenance activities and the Willow Creek Channel Restoration will occur are locations that have been previously disturbed.
Swainson's hawk	<i>Buteo swainsoni</i>	Fed: CA: DFW:	-- T --	Inhabits grasslands with scattered trees, juniper-sage flats, riparian areas, savannahs, and agricultural or ranch lands with groves or lines of trees. Requires adjacent suitable foraging areas such as grasslands, alfalfa or grain fields that support a stable rodent prey base. Breeds march to late August.	Low to Moderate; The streams, channels and basins comprising the project area contain adequate riparian vegetation to support nesting Swainson's hawk. The nearest CNDDB occurrence is within the project limits.
Tricolored blackbird	<i>Agelaius tricolor</i>	Fed: CA: DFW:	-- -- SSC	Prefers freshwater marsh, swamp and wetland communities, but utilize agricultural or upland habitats that can support large colonies often in the Central Valley area. Requires protected dense nesting habitat protected from predators, be within 3-5 miles to a suitable foraging area with insect prey and within 0.3 miles of open water. Suitable foraging includes wetland, pastureland, rangeland, at dairy farms, and in some irrigated croplands (silage, alfalfa, etc.). Nests mid-march - early August, but may extend until October/November in the Sacramento Valley region.	Low to Moderate; The wetlands and basins within the project area may contain adequate emergent wetland vegetation to support a tricolored blackbird breeding colony. The nearest CNDDB occurrence is within the project limits.
White-tailed kite	<i>Elanus leucurus</i>	Fed: CA: DFW:	-- -- FP	Inhabits rolling foothills and valley margins with scattered oaks and river bottomlands or marshes next to deciduous	Low to Moderate; The project area may contain the preferred open grasslands, meadows and

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
				woodland. Prefers open grasslands, meadows or marshes for foraging close to isolated, dense-topped trees for nesting and perching. Breeds February- October.	wetland habitat for white-tailed kite. Nearest CNDDDB occurrence is within the project limits.
Mammal Species					
American badger	<i>Taxidea taxus</i>	Fed: -- CA: -- DFW: SSC		Prefers treeless, dry, open stages of most shrub and herbaceous habitats with friable soils and a supply of rodent prey. Species also inhabits forest glades and meadows, marshes, brushy areas, hot deserts, and mountain meadows. Species maintains burrows within home ranges estimated between 338-1,700 acres, dependent on seasonal activity. Burrows are frequently re-used, but new burrows may be created nightly. Young are born in March and April within burrows dug in relatively dry, often sandy, soil, usually in areas with sparse overstory cover. Species is somewhat tolerant of human activity, but is sensitive to automobile mortality, trapping, and persistent poisons (up to 12,000 feet).	Presumed Absent: The streams, channels and basins comprising the project area are adjacent to a highly developed urban landscape which lacks the undeveloped acreages to provide a viable home range for the species; habitat unsuitable for American badger. The nearest CNDDDB occurrence is greater than 5 miles from the project location.
Pallid bat	<i>Antrozous pallidus</i>	Fed: -- CA: -- DFW: SSC		Inhabits low elevations of deserts, grasslands, shrub lands, woodlands and forests year round. Most common in open, dry habitats with rocky areas for roosting. Prefers caves, crevices, and mines for day roosts, but may utilize bridges, hollow trees and buildings. Roosts must protect bats from high temperatures. Very sensitive	Low to Moderate: The project occurs within suitable open foraging sites and may provide preferred hollow trees, bridges, crevices, and mines or other structure for pallid bat roosting. The nearest CNDDDB occurrence is approximately 1.5 miles from the project location.

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
				to disturbance of roosting sites. Young are born April-July (below 10,000 feet elevation)	
Amphibian Species					
California red-legged frog	<i>Rana draytonii</i>	Fed: CA: DFW:	T -- SSC	Inhabits lowlands and foothills in or near permanent sources of deep water with dense, shrubby or emergent riparian vegetation. Requires 11-20 weeks of permanent water for larval development and must have access to estivation habitat. Occurs from elevations near sea level to 5,200 feet.	Low to Moderate; The streams, channels and basins comprising the project area may contain adequate deep water and estivation habitat for the species; habitat potentially suitable for the California red-legged frog. The nearest CNDDB occurrence is approximately 3 miles from the project limits.
California tiger salamander	<i>Ambystoma californiense</i>	Fed: CA: DFW:	T T SSC	Inhabits annual grasslands and the grassy understory of valley-foothill hardwood communities. Requires underground refuges, especially ground squirrel burrows and vernal pools or other seasonal water sources for breeding.	Presumed Absent; The streams, channels and basins comprising the project area lacks the preferred vernal pools and grassy understory of valley-foothill hardwood habitats; habitat unsuitable for California tiger salamander. The nearest CNDDB occurrence is greater than 10 miles from project location.
Western spadefoot	<i>Spea hammondi</i>	Fed: CA: DFW:	-- -- SSC	Inhabits burrows within grassland and valley foothill hardwood woodland communities. Requires vernal, shallow, temporary pools formed by heavy winter rains for reproduction. Breeds late winter-March.	Presumed Absent; The streams, channels and basins comprising the project area lacks the preferred valley foothill hardwood woodland communities or vernal, shallow, temporary pools; habitat unsuitable for western spadefoot. The nearest CNDDB occurrence is approximately 6 miles from project location.

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
Reptile Species					
Giant garter snake	<i>Thamnophis gigas</i>	Fed: CA: DFW:	T T --	Inhabits marsh, swamp, wetland (including agricultural wetlands), sloughs, ponds, rice fields, low gradient streams and irrigation/drainage canals adjacent to uplands. Species requires adequate water during the active season (April-November), emergent, herbaceous wetland vegetation, such as cattails and bulrushes, for escape cover and foraging habitat and mammal burrows estivation. Requires grassy banks and openings in waterside vegetation for basking and higher elevation uplands for cover and refuge from flood waters during winter dormant season. Species is extremely shy and sensitive to disturbance.	Presumed Absent; The project contains adequate water or wetland habitat to support the species. However, the City is largely outside the current range of the species. In addition, the nearest CNDDB occurrence is greater than 10 miles from project location and the species has not been observed within the City of Folsom. Further, habitats where routine maintenance activities and the Willow Creek Channel Restoration will occur are locations that have been previously disturbed and in proximity to regular human disturbances.
Western pond turtle	<i>Emys marmorata</i>	Fed: CA: DFW:	-- -- SSC	A fully aquatic turtle of ponds, marshes, rivers, streams and irrigation ditches with aquatic vegetation. Requires basking sites and suitable (sandy banks or grassy open field) upland habitat for reproduction (sea level-4,690 feet).	Low to Moderate; The streams, channels and basins comprising the project area contain sufficient habitat to support the fully aquatic western pond turtle. The nearest CNDDB occurrence is within the City, but the occurrence is designated as potentially extirpated.
Invertebrate Species					
Conservancy fairy shrimp	<i>Branchinecta conservatio</i>	Fed: CA: DFW:	E -- --	Inhabits relatively large and turbid clay bottomed playa vernal pools. Species requires pools to continuously hold water for a minimum of 19 days and must remain inundated into the summer months. Occupied playa pools	Presumed Absent; The streams, channels and basins comprising the project area lacks the requisite vernal pool habitat; habitat unsuitable for conservancy fairy shrimp. The nearest

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
				typically are 1 to 88 acres in size, but species may to utilize smaller, less turbid pools.	CNDDDB occurrence is greater than 5 miles from project location.
Valley elderberry longhorn beetle	<i>Desmocerus californicus dimorphus</i>	Fed: CA: DFW:	T -- --	Requires elderberry shrubs (<i>Sambucus</i> sp.) as host plants. Typically in moist valley oak woodlands associated with riparian corridors in the lower Sacramento River and upper San Joaquin River drainages. Prefers elderberries 2-8 inches in diameter; some preference toward 'stressed' elderberries.	Low to Moderate; The project area may contain the requisite elderberry shrub habitat for valley elderberry longhorn beetle. The nearest CNDDDB occurrence is within the project limits.
Vernal pool fairy shrimp	<i>Branchinecta lynchi</i>	Fed: CA: DFW:	T -- --	Endemic to the grasslands of the Central Valley, Central Coast mountains and South Coast Mountains, in astatic rain-filled pools. Inhabits small, clear-water sandstone-depression pools and grassed swale, earth slump, or basalt-flow depression pools. Species is dependent on seasonal fluctuations.	Presumed Absent; The streams, channels and basins comprising the project area lacks the requisite vernal sandstone-depression pools and grassed swale, earth slump, or basalt-flow depression pools required for vernal pool fairy shrimp; habitat unsuitable. The nearest CNDDDB occurrence is located south of Highway 50, approximately 2 miles outside of the project limits.
Vernal pool tadpole shrimp	<i>Lepidurus packardii</i>	Fed: CA: DFW:	E -- --	Inhabits vernal pools and swales containing clear to highly turbid waters such as pools located in grass bottomed swales of unplowed grasslands, old alluvial soils underlain by hardpan, and mud-bottomed pools with highly turbid water.	Presumed Absent; The streams, channels, and basins comprising the project area lacks the requisite vernal pools required for vernal pool tadpole shrimp. The nearest CNDDDB occurrence is located within the City.
Fish Species					
Central Valley spring-run Chinook salmon	<i>Oncorhynchus tshawytscha</i>	Fed: CA: DFW:	T T --	Spring-run Chinook enter the Sacramento-San Joaquin River system to spawn, requiring larger gravel	Presumed Absent; The City creeks and stream reaches do not provide connectivity to known

TABLE 2: Special Status Species Potentially Occurring within the Project Areas					
Common Name	Scientific Name	Status		General Habitat Description	Potential for Occurrence and Rationale
				particle size and more water flow through their redds than other salmonids. Remaining runs occur in Butte, Mill, Deer, Antelope, and Beegum Creeks, tributaries to the Sacramento River. Known to occur in Siskiyou and Trinity counties.	river populations; habitat unsuitable for Central Valley spring-run Chinook salmon. The nearest CNDDDB occurrence is greater than 5 miles from project location.
Central Valley steelhead	<i>Oncorhynchus mykiss</i>	Fed: CA: DFW:	T -- --	Spawning occurs in small tributaries on coarse gravel beds in riffle areas. Central Valley steelhead are found in the Sacramento River system; the principal remaining wild populations spawn annually in Deer and Mill Creeks in Tehama County, in the lower Yuba River, a small population in the lower Stanislaus River and, though potentially extirpated, from the San Joaquin basin.	Presumed Absent; The City creeks and stream reaches upstream of the Nimbus Dam, a known barrier to fisheries, do not provide connectivity to known river populations; habitat unsuitable for Central Valley steelhead. The nearest CNDDDB occurrence is approximately 1 mile from project limits.
Delta smelt	<i>Hypomesus transpacificus</i>	Fed: CA: DFW:	T E --	Occurs within the Sacramento-San Joaquin Delta and seasonally within the Suisun Bay, Carquinez Strait and San Pablo Bay. Most often occurs in partially saline waters.	Presumed Absent; The City creeks and stream reaches does not provide adequate saline waters and is outside the range of the species; habitat unsuitable for delta smelt. The nearest CNDDDB occurrence is greater than 5 miles from project location.
Sacramento River winter-run Chinook salmon	<i>Oncorhynchus tshawytscha</i>	Fed: CA: DFW:	E E --	Winter-run Chinook are currently restricted within the Sacramento River below Keswick dam; species does not spawn in tributaries. Species requires cold water over gravel beds to spawn.	Presumed Absent; The City creeks and stream reaches do not provide connectivity to known Sacramento River populations and are outside the limits of the species Evolutionary Significant Unit boundaries; habitat unsuitable for Sacramento River winter-run Chinook salmon. The nearest CNDDDB occurrence is greater than 5 miles from

TABLE 2: Special Status Species Potentially Occurring within the Project Areas

Common Name	Scientific Name	Status	General Habitat Description	Potential for Occurrence and Rationale project location.

Federal Designations (Fed):

(FESA, USFWS)

E: Federally listed, endangered

T: Federally listed, threatened

D: Federally delisted

State Designations (CA):

(CESA, CDFW)

E: State-listed, endangered

T: State-listed, threatened

Other Designations

DFW_SSC: DFW Species of Special Concern

DFW_FP: DFW Fully Protected

California Native Plant Society Designations:

**Note: according to CNPS (Skinner and Pavlik 1994), plants on Lists 1B and 2 meet definitions for listing as threatened or endangered under Section 1901, Chapter 10 of the CFG Code. This interpretation is inconsistent with other definitions.*

1A: Plants presumed extinct in California.

1B: Plants rare and endangered in California and throughout their range.

2B: Plants are endangered in California

2: Plants rare, threatened, or endangered in California but more common elsewhere in their range.

3: Plants about which need more information; a review list.

Plants 1B, 2, and 3 extension meanings:

_1 Seriously endangered in California (over 80% of occurrences threatened / high degree and immediacy of threat)

_2 Fairly endangered in California (20-80% occurrences threatened)

_3 Not very endangered in California (<20% of occurrences threatened or no current threats known)

Potential for Occurrence Criteria:

Present: Species was observed on site during a site visit or focused survey.

High: Habitat (including soils and elevation factors) for the species occurs on site and a known occurrence has been recorded within 5 miles of the site.

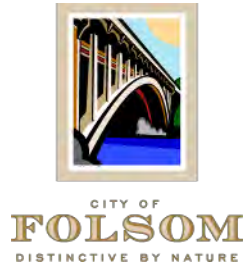
Low-Moderate: Either low quality habitat (including soils and elevation factors) for the species occurs on site and a known occurrence exists within 5 miles of the site; or suitable habitat strongly associated with the species occurs on site, but no records were found within the database search.

Presumed Absent: Focused surveys were conducted and the species was not found, or species was found within the database search but habitat (including soils and elevation factors) do not exist on site, or the known geographic range of the species does not include the survey area.

Source: (Bennet 2005), (CDFW 2014) (CNDDDB 2014), (CNPS 2014), (Evans 2000), (Keiller 2011), (Miller and Hornaday 1999), (NMFS 2009, 2012a, 2012b, 2005), (Shuford and Gardali 2008), (Tesky 1994), (Sullivan 1996), (University of California Davis 2014), (USFWS 1993, 2002a, 2002b, 2005, 2007a, 2007b, 2007c) (Wang 2010) (Yoshiyama et. al 1998), (Zeiner 1988-1990)

EXHIBIT C

SAMPLE PROFESSIONAL SERVICES AGREEMENT



CITY OF FOLSOM CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of _____ 2020 ("Effective Date") by and between the City of Folsom, a Municipal Corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Consultant."

WITNESSETH:

WHEREAS, City desires to hire a consultant to provide _____ services at various locations throughout the City and on an on-call basis; and,

WHEREAS, Consultant, by reason of its qualifications, experience, and facilities for performing the type of services contemplated herein, has proposed to provide the requested services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, City and Consultant agree as follows:

1. Scope of Service

The scope of service covered by this Agreement includes all consulting services described and contained in Exhibit A, attached hereto and by this reference incorporated into this Agreement. In the event of a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit A, the terms and conditions set forth in this Agreement shall prevail.

2. Term of Agreement

The term of this Agreement shall commence on the Effective Date and shall continue until all services provided for in this Agreement have been performed or for one year, whichever is sooner, unless otherwise terminated as set forth in Paragraph 17 of this Agreement.

3. Schedule for Performance

City and Consultant agree that time is of the essence in the performance of this work, and Consultant agrees to produce documents in the times stated in the Proposal. Deviations from the time schedule stated in the Proposal may be made with the approval of the _____ Director, or his/her authorized representative.

4. Compensation

Compensation for the services shall be paid on a time-and-materials, not-to-exceed basis. The maximum compensation for the services specified in Exhibit A, including any and all costs or expenses, is \$ _____. In the event the cost for services exceeds \$ _____, Consultant agrees to complete all services enumerated in Exhibit A at no additional expense to City.

The City shall have the right to review all books and records kept by the Consultant and any subcontractors in connection with the operation and services performed under this Agreement. The City shall withhold payment for any expenditure not substantiated by Consultant's or subcontractor's books and records. In the event the City has made payment for expenditures that are not allowed, as determined by the City's audit, the Consultant shall reimburse the City for the amount of the disallowed expenditures. City shall make no payment for any services not specified in Exhibit A of this Agreement unless such additional services and the price thereof are agreed to in writing and approved by the City prior to the time that such additional services are rendered.

5. Invoicing, Payment, Notices

A. Consultant shall submit periodic invoices, not more frequently than monthly, for the services rendered during the preceding period. Invoices shall describe the services performed and costs incurred, the person(s) rendering performed services, the amount of time spent by such person(s), and the applicable hourly rate. Invoices that include charges for services rendered during the month of June shall not include any charges incurred after June 30th. A separate invoice shall be submitted for all services rendered after June 30th.

B. Consultant shall transmit invoices and any notices required by this Agreement, to City as follows:

Department
City of Folsom
50 Natoma Street
Folsom, California 95630

C. City shall transmit payments on invoiced amounts, and any notices required by this Agreement to Consultant as follows:

6. Professional Services

Consultant agrees that services shall be performed and completed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and its subcontractors or agents are engaged. Consultant shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of the City without the prior written consent of City.

Consultant further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.

7. Independent Contractor

A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, Consultant is to acquire same at its sole expense.

B. Consultant's assigned personnel shall not be entitled to any benefits payable to employees of City.

C. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of the Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of Consultant's assigned personnel.

D. Consultant, in the performance of its obligation hereunder, is only subject to the control or direction of City as to the designation of tasks to be performed and the results to be accomplished.

E. Any third persons employed by Consultant shall be entirely and exclusively under the direction, supervision, and control of Consultant.

F. Consultant hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall further indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

8. Authority of Consultant

Consultant enters into this Agreement as an independent contractor and not as an officer, employee or representative of the City. Accordingly, Consultant shall provide information, recommendation, and advice to City, but shall possess no authority with respect to any City decision and no right to act on behalf of City in any capacity as agent, or to bind City to any obligations whatsoever.

9. Conflict of Interest

Consultant certifies that it has disclosed to City any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise City of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest required by either City ordinance or State law.

Neither this Agreement, any duties or obligations under this Agreement, nor the intention or expectations of the City will cause the Consultant to be a “public official” as that term is used in California Government Code section 87100. The City and Consultant agree that the Consultant is not a “public official” or “participating in governmental decisions” as those terms are used in section 87100. The City and Consultant also agree that no actions and opinions necessary for the performance of duties under this Agreement will cause the Consultant to be a “public official” or “participating in a governmental decision” as those terms are used in section 87100. Nothing in this Agreement shall be construed to be inconsistent with the Consultant’s status as an independent contractor.

10. Assignment and Subcontracting

Consultant's rights, duties and obligations under this Agreement are not assignable or transferable, and Consultant shall not subcontract any work, without the prior written approval of the City.

11. Ownership of Work Product

All technical data, evaluations, reports, plans and other work products of Consultant provided hereunder shall become the property of City and shall be delivered to City upon completion of the services authorized hereunder. Consultant may retain copies thereof for its files and internal use. City representatives shall have access to work products for the purpose of inspecting same and determining that the services are being performed in accordance with the terms of the Agreement. Publication of the information derived from work performed or data obtained in connection with services rendered under this Agreement must be approved in writing by City.

Both parties recognize that the City is a public entity subject to the requirements of the California Public Records Act (“PRA”). Consultant understands that the release of any written, printed, graphic, or electronically recorded information and document delivered by Consultant to the City will be governed by the PRA and agrees that the release of such material pursuant to the PRA shall not require Consultant’s prior consent or approval.

12. Indemnification

Consultant shall indemnify, protect, defend, save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

13. Insurance

During the term of this Agreement, Consultant shall maintain and provide evidence of insurance coverage as set forth in Exhibit B, attached hereto and incorporated herein by reference, at its own cost and expense.

14. Employment Practices

Consultant, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.

15. Licenses, Permits, Etc.

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

16. Records

Consultant shall maintain records, books, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

17. Termination

A. City or Consultant may terminate this Agreement by providing thirty (30) days written notice prior to the effective termination date.

B. In the event of such termination, City shall pay Consultant for all services actually rendered up to and including the date of termination.

C. Consultant shall deliver to City copies of all drawings, reports, analyses, and investigations whether completed or not, prepared or in the process of being prepared under the provisions of this Agreement.

18. Amendments

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

19. Incidental Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to City and Consultant. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Consultant that any such person or entity, other than City and Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

20. Miscellaneous Provisions

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. Venue: This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of California. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Sacramento, State of California.

C. Enforceability: If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of California, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. Time: All times stated herein or in any other contract documents are of the essence.

E. Binding: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Consultant and to the successors in interest of City in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Consultant for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

G. Waiver: In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

21. Entire Agreement

This instrument and any attachments hereto constitute the entire Agreement between the City and Consultant concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

22. Authority to Execute

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

23. Counterparts

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

END OF TEXT - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

CONSULTANT:

(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)

Date

Tax I.D. Number

Signature

Signature

Print Name

Print Name

Title

Title

CITY OF FOLSOM, A Municipal Corporation:

Date

Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk Date

Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Director Date

Steven Wang, City Attorney Date

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

SAMPLE INSURANCE

NOTE: The word “Consultant” in this Exhibit refers to either “Consultant” or “Contractor” as the term is used in the Agreement/Contract to which this Exhibit is attached.

- A. During the term of this Agreement, Consultant shall maintain in full force and effect at all times during the term of the contract, at its sole cost and expense, policies of insurance as set forth herein:

General Liability:

- a. General liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability and product and completed operations liability.
- b. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage form CG 0001 (occurrence).
- c. Claims-made coverage is not acceptable.
- d. The limits of liability shall not be less than:
 - Each occurrence: One Million Dollars (\$1,000,000)
 - Products & Completed Operations: One Million Dollars (\$1,000,000)
 - Personal & Advertising Injury: One Million Dollars (\$1,000,000)
- e. If a general aggregate limit of liability is used, the minimum general aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the general aggregate limit shall apply separately to the project that is the subject of the contract.
- f. If a products and completed operations aggregate limit of liability is used, the minimum products and completed operation aggregate shall be twice the ‘each occurrence’ limit or the policy shall contain an endorsement stating that the products and completed operations aggregate limit shall apply separately to the project which is the subject of the contract.
- g. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Automobile Liability:

- h. Automobile liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles.
- i. Coverage shall be at least as broad as Insurance Services Office Automobile Liability coverage form CA 0001, symbol 1 (any auto).
- j. The limits of liability per accident shall not be less than:

Combined Single Limit

One Million Dollars (\$1,000,000)

- k. If Automobile Liability coverage, as required above, is provided by the Commercial General Liability form, the General Liability policy shall include an endorsement providing automobile liability as required above.

Workers' Compensation

- l. Workers' Compensation Insurance, with coverage as required by the State of California (unless the Consultant is a qualified self-insurer with the State of California), and Employer's Liability coverage.
- m. Employer's Liability Coverage with a limit not less than \$1,000,000 per accident for bodily injury and disease.
- n. Consultant shall sign and file with the City department responsible for this Agreement/Contract the Worker's Compensation Certificate contained in the Project Manual.

Insurance Required in the Supplementary Conditions: Consultant shall be required to comply with all conditions as stipulated in the Standard Construction Specifications, any supplementary conditions and any special provisions as applicable.

Professional Liability Insurance

If required, errors and omissions, malpractice or professional liability insurance with coverage of not less than \$1,000,000 per claim.

Other Insurance Provisions:

- o. The Consultant's General Liability and Automobile Liability policies shall contain, or be endorsed to contain, the following provisions:
 - i. The City, its officials, employees, agents and volunteers shall be covered and specifically named as additional insureds on a separate endorsement as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied, or used by the Consultant, or automobiles owned, leased, hired, or borrowed by the Consultant in a form acceptable to the City Attorney.
 - ii. The Endorsement requirement may be satisfied with express provisions in the insurance policy(ies) which identifies any person or entity required to be included as an insured under the policy. A copy of the declarations page identifying the policy number, and pertinent provisions in the policy providing additional insured coverage shall be provided to the City.
 - iii. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officials, employees, agents or volunteers.
- p. For any claims related to the project, the Consultant's General Liability and Automobile insurance coverage shall be primary insurance in their coverage of the City and its officers, officials, employees, agents, or volunteers, and any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- q. Any failure to comply with reporting or other provisions of the policies on the

part of the Consultant, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

- r. The Consultant's Workers Compensation and Employer's Liability policies shall contain an endorsement that waives any rights of subrogation against the City, its officers, officials, employees, agents, and volunteers.
- s. Each insurance policy shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, non-renewed, or materially changed except after **30 days prior written notice** by certified mail has been given to the City. Ten days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

Acceptability of Insurers: Insurance is to be placed with insurers with a **Bests' rating of no less than A:VII.**

The Consultant shall furnish the City with Certificates of Insurance and endorsements or insurance binders, signed by a person authorized by the insurer to bind coverage on its behalf, evidencing the coverage required by this section, the Standard Specifications, Special Provisions and/or any Supplementary Conditions. **The Consultant shall furnish complete, certified copies of all required insurance policies, including original endorsements specifically required hereunder if requested.**

The Consultant shall report, by telephone to the Project Manager within 24 hours, and also report in writing to the City within 48 hours, after Consultant or any Subcontractors or agents have knowledge of, any accident or occurrence involving death of or serious injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property of the City or others, arising out of any work done by or on behalf of the Consultant as part of the contract.

Such report shall contain:

- t. the date and time of the occurrence,
- u. the names and addresses of all persons involved, and
- v. a description of the accident or occurrence and the nature and extent of the injury or damage.

The City, at its discretion, may increase the amounts and types of insurance coverage required hereunder at any time during the term of the contract by giving 30 days written notice.

If the Consultant fails to procure or maintain insurance as required by this section, the Standard Specifications, and any Supplementary Conditions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Consultant under the contract.

Failure of the City to obtain such insurance shall in no way relieve the Consultant from any of its responsibilities under the contract.

The making of progress payments to the Consultant shall not be construed as relieving the Consultant or its Subcontractors of responsibility for loss or direct physical loss, damage, or destruction occurring prior to final acceptance by the City.

The failure of the City to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at any time during the term of the contract.

In the event Consultant carries Excess Liability Coverage, the Excess Liability Coverage shall apply to any and all claims related to the project on a primary and non-contributory basis, and the City's insurance or self-insurance coverage shall be excess to the Consultant's Excess Liability Coverage.