

ORIGINAL

Stantec Consulting Services Inc.

Development of a Stormwater Quality and Best Management Practice Design Manual

AGREEMENT FOR SERVICES #5027

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Stantec Consulting Services, Inc., a New York corporation duly qualified to conduct business in the State of California, whose principal place of business is 400-10220-103 Street, Edmonton AB CA T5J 0K4, Canada, and whose local address is 3301 C Street, Suite 1900, Sacramento, California 95816, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist the Planning and Building Department, in developing a Stormwater Quality and Best Management Practice Design Manual for the West Slope;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, equipment, and services necessary to prepare and develop a Stormwater Quality and Best Management Practice (BPM) Design Manual for the West Slope of El Dorado County. Services shall include the tasks identified in Exhibit A, marked "Scope of Services."

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein. No payment will be made for any work performed prior to the effective date of the Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, and including the Progress Reports required by ARTICLE V, Progress Reports, below, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks identified in Exhibit A, the maximum allowable billing amount is described in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C, represent the composition of the total no-to-exceed budget. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C, among the various Scope of Work Tasks and Direct Costs, subject to the County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Reimbursement for mileage for Consultant shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant

The total amount of this Agreement shall not exceed \$87,608, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of Article V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Building and Planning Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Brendan Ferry
Deputy Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Progress reports shall include the total number of hours worked by Consultant shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any

invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE VIII

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Building and Planning Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE X

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence

and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE XI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to

Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XIV

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Brendan Ferry
Deputy Director

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Stantec Consulting Services, Inc.
3301 C Street, Suite 1900
Sacramento, California 95816

Attn.: Yung-Hsin Sun, Vice President

or to such other location as Consultant directs.

ARTICLE XV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.

- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIX

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial

or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE XXI

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXII

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXIII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXIV

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXV

Licenses: Consultant hereby represents and warrants that Consultant employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE XXVII

Consultant's Project Manager: Consultant designates Rebecca Guo, Senior Associate Water Resources Engineer, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel and operations authorized under this Agreement including, but not limited to,

(1) assigning qualified personnel to perform the required work and to prepare the deliverables issued pursuant to this Agreement; and (2) reviewing, monitoring, training, and directing Consultant's personnel authorized herein.

ARTICLE XXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Brendan Ferry, Deputy Director, Planning and Building Department, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIII

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXIV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 9/1/2020

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 9/1/2020

--STANTEC CONSULTING SERVICES INC.--

By: 
Yung-Hsin Sun
Vice President
"Consultant"

Dated: Aug 7, 2020

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A **NEW YORK**, CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").
2. On **April 1, 2020**, the following resolution was adopted by the Corporation's Board of Directors:

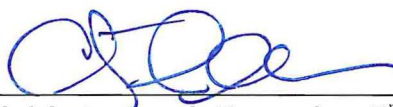
BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.
2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

Yung-Hsin Sun is a **Vice President** of the Corporation, and in that capacity is duly authorized to sign a contract in accordance with the Corporation's Signing Authority Policy in connection with the following project:

Count of El Dorado
West Slope El Dorado County Stormwater Quality and Best Management Practice
Design Manual

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 21st day of July, 2020.



Christy Leonard, Managing Counsel


Corporate Seal

RESOLUTIONS OF THE DIRECTORS OF
STANTEC CONSULTING SERVICES INC.
PASSED AND ADOPTED BY THE DIRECTORS
THIS 1st DAY OF APRIL, 2020

The undersigned, being all the directors of Stantec Consulting Services Inc. (the "**Corporation**"), hereby consent to the adoption of the following resolutions in lieu of holding a regular Board of Directors' meeting.

WHEREAS, from time to time the Corporation is required to provide evidence that certain individual employees have been authorized and empowered by the Board to sign contracts or proposals on behalf of the Corporation; and

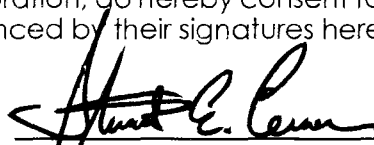
WHEREAS, the Corporation and its affiliated companies have developed, published and operate utilizing the Signing Authority Policy, as modified and amended from time to time, of Stantec Inc., which includes authority to sign contracts and proposals on behalf of the Corporation.

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.
2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. Each director may execute this resolution in electronic format, either by facsimile or portable document format (PDF) and delivery of such executed document shall be proof of execution by the director thereto. This action shall be filed with the minutes of the proceedings of the Board of Directors and shall be effective as of the date set forth above.

THE UNDERSIGNED, being all of the directors of the Corporation entitled to attend and vote at a meeting of the directors of the Corporation, do hereby consent to and approve of the foregoing resolutions in writing as evidenced by their signatures hereto on the day and year first above written.



STUART E. LERNER

JEFFREY P. STONE

RESOLUTIONS OF THE DIRECTORS OF
STANTEC CONSULTING SERVICES INC.

PASSED AND ADOPTED BY THE DIRECTORS
THIS 1ST DAY OF APRIL, 2020

The undersigned, being all the directors of Stantec Consulting Services Inc. (the "**Corporation**"), hereby consent to the adoption of the following resolutions in lieu of holding a regular Board of Directors' meeting.

WHEREAS, from time to time the Corporation is required to provide evidence that certain individual employees have been authorized and empowered by the Board to sign contracts or proposals on behalf of the Corporation; and

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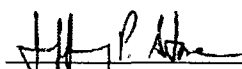
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1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.
2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;
3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

This action may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument. Each director may execute this resolution in electronic format, either by facsimile or portable document format (PDF) and delivery of such executed document shall be proof of execution by the director thereto. This action shall be filed with the minutes of the proceedings of the Board of Directors and shall be effective as of the date set forth above.

THE UNDERSIGNED, being all of the directors of the Corporation entitled to attend and vote at a meeting of the directors of the Corporation, do hereby consent to and approve of the foregoing resolutions in writing as evidenced by their signatures hereto on the day and year first above written.

STUART E. LERNER



JEFFREY P. STONE

Stantec Consulting Services Inc.

Exhibit A

Scope of Services

Consultant shall prepare a Stormwater Quality and Best Management Practice (BMP) Design Manual for the West Slope of County. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein. The deliverables schedule will be determined by County's Contract Administrator and Consultant and incorporated into this Exhibit A to the Agreement as an addendum. Services shall include the following:

Task 1 – Design Manual Development

Activities:

Consultant shall prepare and develop a West Slope BMP Design Manual based on available information, industry standards (including California Stormwater Quality Association [CASQA] manuals), West Slope local climate, and West Slope geography, public input, stakeholder input, and interactive implementation tools that address new development, re-development, post-construction, and operations/maintenance requirements of the General Permit.

Design Manual Requirements

1. The Design Manual shall be for public use. It shall be prepared as a user-friendly, educational, and easy to read online resource.
2. Consistent, defensible, methodology for applicant and County plan checkers for project approval.
3. The BMP Manual shall consider local zoning codes and California Building/Green Building Codes.
4. Inclusion of local land use law and grandfathering exemption options for post-construction water quality.
5. Develop Design Manual in collaboration with County staff, vector control, regulatory agencies, local Resource Conservation Districts, and interested public parties.
6. Incorporation of California State Water Resources Control Board (SWRCB), County, and CASQA design and maintenance standards and requirements.
7. Incorporation of erosion and sediment control temporary BMPs for ground disturbing activities.
8. Incorporation of Source Control Measures.
9. Incorporation of SWRCB new Trash Policy requirements.
10. Incorporation of post-construction maintenance requirements.
11. Draft Design Manual shall be provided to the Surveyors, Architects, Geologists, and Engineers (S.A.G.E.) Committee and the Building Industry Advisory Committee (B.I.A.C.) for review and comments shall be addressed.

Two (2) meetings and presentations for public comment and review are included.

12. Design Manual shall include figures, tables, charts, templates, fact sheets, standard details, examples, and graphics as needed to display the Design Standards required by the Design Manual.
13. Design Manual shall provide accommodations/modifications and solutions for representative, localized site constraints (i.e., bedrock, perched groundwater, freezing temperatures, steep slopes).
14. Incorporation of a draft sizing tool previously developed by County and the California Phase II LID Sizing Tool (current version).
15. Design Manual must integrate requirements for both Small Projects and Regulated Projects understanding large Regulated Projects may require more sophisticated engineering design beyond the scope of the Design Manual.
16. Design Manual must be developed in a modifiable way so that future General Permit requirements can be incorporated.

Design Manual Major Sections

The West Slope BMP Manual shall follow the outline provided below, unless altered and approved by County's Contract Administrator:

- A. Background and Regulatory Requirements
 1. Stormwater Pollutants and Impacts on Water Quality
 2. Regulatory Requirements
 3. Federal Programs
 4. State Programs
 5. Municipal National Pollutant Discharge Elimination System (NPDES) Stormwater Programs
 6. Other Relevant Regulatory Programs
- B. Erosion and Sediment Control Temporary BMPs
- C. Small Projects Design Guidance
 1. Introduction
 2. Rooftop and Impervious Area Disconnection
 3. Porous Pavement
 4. Cistern or Rain Barrels
 5. Tree Preservation/Planting
 6. Vegetated Swales
 7. Bioretention Facilities
 8. Green Roofs
 9. Other Options
- D. Regulated Projects Design Guidance
 1. Introduction
 2. Integration of Source Control Measures

- a. Streets
 - b. Parking Lots
 - c. Driveways
 - d. Landscape and Open Space
 - e. Outdoor Work Areas
 - f. Maintenance and Storage Areas
 - g. Vehicle and Equipment Washing Areas
 - h. Loading Area
 - i. Trash Storage Area
 - j. Wash Areas
 - k. Fueling Areas
3. Baseline Hydromodifications Requirements
 4. Hydromodification Requirements

E. Trash Provisions

F. Operation and Maintenance Procedures & Requirements

1. Introduction
2. Critical Regulatory Components
3. Enforcement Options
4. Maintenance Agreements
5. Public Funding Sources

G. County Permitting Process

H. Concluding Chapter

Appendix A - Small Project Templates

1. Site Design Measure (SDM) Plan Submittal Interactive Microsoft (MS) Excel Template
2. SDM Plan Submittal Example Template
3. SDM Maintenance Practices

Appendix B - Regulated Project Templates

1. Baseline Hydromodification Template
2. Hydromodification Interactive MS Excel Template
3. Maintenance Agreement Template
4. Example Templates for all types of Regulated Projects and Maintenance Agreements

Deliverables:

- One (1) Draft Version of the West Slope BMP Design Manual
- One (1) Final Version of the West Slope BMP Design Manual
- One (1) Draft MS Excel Template for Small and Regulated Projects
- One (1) Final MS Excel Template for Small and Regulated Projects

Task 2 – Digital Design Manual Submittal Activities:

Consultant shall deliver a digital version of the Design Manual with County website integration and an online platform and/or dashboard. It is assumed County will provide a website for documents to be hosted upon. Additionally, Consultant shall provide recommendations for alternative formats based on its experience.

Consultant shall provide Procedures Manual for County use with instructions for all Design Manual and website functions and capabilities in a Microsoft Word and a digital friendly PDF format. Consultant shall provide for public use user-friendly instructions for the interactive MS Excel template for regulated and non-regulated projects.

Deliverables:

- One (1) Digital Version of the Design Manual
- One (1) Procedures Manual for County use
- One (1) Instruction Documents for Public use of Interactive Excel Template

Task 3 – Project Management

Activities:

Consultant shall provide overall project management for the Design Manual development.

Consultant shall hold four (4) one hour long in-person quarterly coordination meetings with County staff. In the event in person meeting is not possible, Consultant shall provide virtual meeting alternatives. Consultant shall conduct, attend, and provide one (1) two (2) hour long training for County staff at Building C, Placerville, California for up to fifty (50) participants. Consultant shall provide training materials in digital and hardcopy format handouts for County staff for the Design Manual. Consultant shall provide the meeting agenda two (2) days in advance of each meeting in MS Word format. If an in-person meeting is not possible, Consultant shall provide virtual meeting alternatives. Consultant shall provide meeting minutes five (5) days after each meeting in MS Word format. Conference call meetings shall occur on an as-needed basis. A total of twelve (12) conference call meetings are included.

Deliverables:

- Four (4) Coordination Meeting Agendas
- Four (4) Coordination Meeting Minutes
- Fifty (50) Sets of Staff Training Materials
- One (1) Digital Version of Training Materials

Task 4 – Technical Support and Troubleshooting

Activities:

Consultant shall provide Product Quality Assurance and Quality Control (QA/QC), troubleshooting and technical support services for deliverables from this project on

an as-needed basis for the life of the Agreement. As needed technical support and troubleshooting shall require up to two (2) hours per month for a period of one (1) year after the West Slope BMP Design Manual is uploaded.

Stantec Consulting Services Inc.

Exhibit B

Rate Schedule

Classification	Rate
Company Officer	\$258/hr
Principal Professional II	\$232/hr
Principal Professional	\$225/hr
Supervising Professional	\$192/hr
Senior Professional	\$174/hr
Professional	\$165/hr
Associate Professional	\$154/hr
Assistant Professional	\$149/hr
GIS Specialist	\$174/hr
Graphic Designer	\$154/hr
Administrator	\$127/hr

Reimbursement for mileage expenses for Consultant shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.

Stantec Consulting Services Inc.

Exhibit C

Cost Proposal

Item	Cost
Task 1.0: Design Manual Development	\$ 35,484
Task 2.0: Digital Design Manual Submittal Activities	\$ 22,284
Task 3.0: Project Management	\$ 12,284
Task 4.0: Technical Support and Troubleshooting	\$ 16,056
Subtotal:	\$ 86,108
Mileage and Other Direct Costs	\$ 1,500
Total Proposed Contract Budget Cost Estimate	\$ 87,608

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Services Tasks and items of work, and Mileage and Other Direct Costs identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded. Direct reimbursable expenses shall be billed at cost.