

ORIGINAL

Dudek

Environmental Services to Prepare an Environmental Impact Report for the Ponte Palmero Phase II Project

AGREEMENT FOR SERVICES #480-S1511

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 Dudek, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 605 Third Street, Encinitas, California 92024, and whose local office address is 853 Lincoln Way, Suite 208, Auburn, California 95603 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency in the preparation of an Environmental Impact Report (EIR) for the proposed development of the Ponte Palmero Retirement Village, the subject of pending application number(s) A11-0004, Z11-0005, PD11-0003 and P11-0004, located in Cameron Park, California (Assessor's Parcel Number 083-350-55);

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 Consultant are in the public's best interest, and authorized by 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, materials, equipment and services necessary to prepare the EIR for the Ponte Palmero Phase II Project (Project) in accordance with ARTICLE V, Standards for Work, set forth herein. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," and to be completed in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein, not including Contingency Work. No payment will be made for any work performed prior to the effective date of the Agreement.

Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR which can be certified by the Board of Supervisors of the County of El Dorado.

In addition to the specific services identified in Exhibit A, this Agreement may also include additional scope items or Contingency Work. Such Contingency Work may supplement, expand or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work concerning Contingency Work under this Agreement, the parties shall identify the specific services to be provided for each assignment. County's Contract Administrator will issue a written Work Order for any Contingency Work assigned to Consultant where the not-to-exceed cost itemization does not exceed the allocated amount referenced in Exhibit C as Contingency Work.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order, unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement.

No payment will be made for any work performed prior to approval and full execution of the Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

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. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation, herein.

All of the services included in this Article and Exhibit A, Scope of Work, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

ARTICLE II

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

ARTICLE III

Compensation for Services: Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it as set forth under this Agreement are provided by Cameron Park Senior Living, LLC (Applicant) under a separate Agreement between County and Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by Applicant under the terms of said separate Agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from Applicant.

For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing 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, postage, parking and other outside services authorized herein, shall be invoiced in accordance with Exhibit B, 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.

Reimbursement for mileage expenses for Consultant, if applicable, 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. All travel costs (i.e., overnight lodging, meals, airfare, 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, inclusive of all costs, expenses and Work Orders shall not exceed \$139,960.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number or Work Order number on their faces. 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
Community Development Agency
Development Services Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Roger Trout
Development Services Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly 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 XVII, 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

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in a CEQA certifiable environmental document. Services shall further conform to all State of California statutes, regulations and procedures, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

All of Consultant's services and deliverables must adhere to and be in full compliance with Exhibit A, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by County or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by County and/or other appropriate approving agencies.

ARTICLE VI

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing by the State of

California to perform the services contemplated under this Agreement, and that Consultant and all subconsultants shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE VII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with this Agreement and/or any Work Orders issued pursuant to 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 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 VIII

Consultant's Project Manager: Consultant designates Bryn Evans 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 including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel.

ARTICLE IX

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. There shall be no change in Consultant's Project Manager, which shall be established at the issuance of individual Work Orders, without prior written approval by County's Contract Administrator.

ARTICLE X

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 XII

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 Community Development Agency 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 XIII

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 XIV

Independent Contractor/Liability: Consultant 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. Consultant 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.

Consultant 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 Consultant or its employees.

ARTICLE XV

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 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 and/or any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVI

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement and/or any Work Order issued pursuant to 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 and/or any Work Order issued pursuant to this Agreement.

ARTICLE XVII

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.

- 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 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 and/or any Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. 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 or Work Orders. 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. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVIII

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
Community Development Agency
Development Services Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Roger Trout
Development Services Division
Director

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dudek
605 Third Street
Encinitas, California 92024

Attn.: Frank Dudek, President

or to such other location as Consultant directs.

ARTICLE XIX

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 XVIII, 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 XX

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' 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 Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided 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 XXI

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 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 shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. 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. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without 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 as respects 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 as respects 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 XXII

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 the 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 XXIII

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 XXIV

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 XVII, Default, Termination, and Cancellation, herein.

ARTICLE XXV

California Residency (Form 590): All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have 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 XXVI

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 XXVII

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 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 Roger Trout, Development Services Director, Development Services Division, Community Development Agency, 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 of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions 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

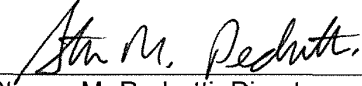
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator and Division Concurrence:

By: 
Roger Trout
Development Services Division Director
Community Development Agency

Dated: 4-30-15

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 4/30/15

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

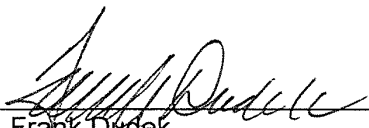
Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

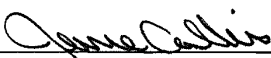
By: _____
Deputy Clerk

Dated: _____

-- DUDEK --

By:  _____
Frank Dudek
President
"Consultant"

Dated: 5-5-15

By:  _____
June Collins
Corporate Secretary

Dated: 4.29.15

Dudek

Exhibit A

Scope of Work

Consultant shall prepare an Environmental Impact Report (EIR) for the proposed discretionary development of the Ponte Palmero Phase II Project (Project). The EIR shall be prepared in accordance with CEQA guidelines and shall consist of the following Scope of Work.

PROJECT DESCRIPTION

The services provided by this Agreement are related to the preparation of an EIR for the proposed Project by Ponte Palmero II, LLC (Applicant). This Project includes the addition of a 44 unit community care facility, a 46 room assisted living facility, club house, recreation and dining facility, and parking on three (3) parcels to the existing Ponte Palmero Retirement Village. The Project is located in the community of Cameron Park.

Due to prior litigation and agreement with the California Native Plant Society (CPNS), the Project shall also include the dedication of approximately ten (10) acres of land for the conservation of rare plant species and their habitats. This area of land shall be conveyed to the U.S Bureau of Land Management (BLM) for inclusion in the adjacent Pine Hill Preserve.

SCOPE OF WORK

County has determined that the preparation of an EIR is required for this Project. Based on review of the proposed Project and issues previously addressed, Consultant shall prepare a focused EIR that addresses aesthetics, air quality and greenhouse gases, biological resources, land use, noise, and traffic. Following County review and receipt of public comments following the Notice of Preparation (NOP) for the Project, additional topics may be necessary and may expand and augment the EIR.

It is assumed that the technical studies prepared for the Ponte Palmero Phase I Project will be available to Consultant for review and will be adequate for inclusion in the EIR. These previously prepared reports include the following:

- *Geotechnical Engineering Study for the Proposed Pacific Oaks Lot 5 Development* (Carlton Engineering, Inc. February 28, 2005) Note: the project area evaluated in this report needs to be verified.
- *Biological Resources Evaluation and Jurisdictional Delineation Report* (Sycamore Environmental Consultants, April 28, 2005)
- *Certified Arborist Report for the Congregate Care and Duets Senior Care Facility* (Sycamore Environmental Consultants, January 2, 2006)
- *Tree Impact Analysis and Replacement Plan for the Congregate Care and Duets Senior Care Facility* (Sycamore Environmental Consultants, January 3, 2006)

- *Revised Tree Impact Analysis and Replacement Plan for the Congregate Care and Duets Senior Care Facility* (Sycamore Environmental Consultants, January 26, 2006)
- *Preliminary Drainage Study for the Cameron Park Congregate Care and Senior Village* (Carlton Engineering, Inc., May, 2006)
- *Cultural Report* (Pacific Legacy 2005)
- *Phase I ESA* (July 2004) *and Environmental Transaction Screen* (October 2004)
- *Environmental Noise Analysis Cameron Park Congregate Care* (J.C. Brennan & Associates, Inc. December 19, 2005)
- *Technical Memorandum #1 Draft Cameron Park Congregate Care Facility Existing Conditions and Traffic Forecasts* (Fehr & Peers March 10, 2008)

It is assumed that these reports will be adequate to provide background information for the Project and shall be used for analysis for issues not addressed in the EIR including but not limited to geology, soils, hydrology, and hazards. The Applicant shall provide Consultant with an updated Noise Assessment to reflect existing conditions and any necessary changes to the Project.

This Scope of Work assumes County will prepare the Notice of Preparation (NOP) and there shall be no public scoping meeting during the 30 day public review period. County staff will prepare the mailing list and post the availability of the NOP in a local newspaper and/or mail notices to interested parties. If requested by County, Consultant shall prepare the Notice of Completion (NOC) and submit the NOP to the state clearinghouse to begin the 30 day public review period.

TASK 1 – PROJECT INITIATION

Task 1.1 – Project Initiation Meeting

Consultant's Project Manager shall attend a Project initiation meeting with County staff to discuss the Project description and components, the approach and format of the CEQA document, including communication protocol and requested information needs. Additional topics to be discussed at this meeting include the EIR issues to be evaluated, Project related concerns, Project alternatives, potential technical issues, and the Project schedule. Consultant shall finalize the Project schedule, information needs list, and any other items discussed and submit to County following the Project initiation meeting.

Deliverables: Consultant shall prepare and submit meeting minutes to County electronically in MS Word format.

Consultant shall submit an information needs memorandum to County electronically in MS Word format.

Schedule: Consultant shall submit meeting minutes to County within one (1) week following the meeting and shall submit the information needs memo to County within two (2) weeks of the Project Initiation Meeting.

Task 1.2 – Peer Review and Technical Reports

Consultant shall peer review the biology and cultural technical reports prepared by the Applicant's consultants and shall prepare a memorandum outlining any additional information needed. Consultant shall also review the updated noise and traffic reports submitted by Applicant to reflect current conditions and new traffic volumes.

Consultant's botanist shall conduct a reconnaissance level field survey and prepare a biological letter report documenting the results of the survey. The report shall describe the current site conditions, habitat types and distribution, occurrences of any unique biological communities, existing records of any special-status plant or animal species, and observations of wildlife.

Deliverables: Consultant shall prepare a memorandum outlining any additional information needed and submit to County electronically in MS Word format.

Consultant shall submit to County a copy of the biological letter report electronically in Adobe PDF format.

Schedule: Consultant shall submit the memorandum and biological letter report to County within two (2) weeks following the Project Initiation Meeting.

Task 1.3 – Prepare Administrative Draft Initial Study

Consultant shall prepare the Administrative Draft Initial Study (ADIS) that provides the substantial evidence required to address those issues derived from the EIR analysis. The IS shall be appended to the EIR. The ADIS shall be submitted to County for review and comment.

Deliverables: Consultant shall submit to County the ADIS electronically in MS Word format.

Schedule: Consultant shall submit to County the ADIS within two (2) weeks of the Project Initiation Meeting.

Task 1.4 – Prepare Draft Environmental Impact Report

Consultant shall prepare the Draft Environmental Impact Report (DEIR). The DEIR shall review and incorporate existing site-specific information gathered from the technical studies, documentation prepared by Applicant's team, referenced reports and studies previously prepared for the Ponte Palmero Phase I Project, existing County planning documents and ordinances, as well as a site visit in order to provide an accurate description of existing site conditions and proposed future site conditions.

This task also includes the preparation of one (1) Administrative Draft EIR (ADEIR) for County's review and comments as well as one (1) pre-publication Screencheck DIER. This Scope of Work does not include the preparation of a second ADIER. However, if requested by County based on the comments received, Consultant shall prepare a second ADEIR, resulting in an augmentation to the budget and deliverable timeline for this task.

Consultant shall prepare the DEIR to include the following evaluations of technical issues, studies, and information:

Aesthetics

Consultant shall prepare an evaluation of aesthetics based on the site visit conducted to document the existing conditions and the review of applicable policies in County's General Plan. The aesthetics section shall evaluate any changes in the existing scenic vista, visual character, lighting conditions, and building and landscape schematics. The Project site does not contain any scenic resources and is not adjacent to a state designated scenic highway. Therefore, such evaluations shall not be evaluated in the EIR. It is anticipated that the Project will not generate surfaces that would create any additional glare; therefore glare will not be evaluated in the EIR.

Air Quality and Greenhouse Gases

Consultant shall evaluate short and long term impacts resulting from Project construction and operation using County's Air Quality Management District's (AQMD) *Guide to Air Quality Assessment: Determining Significance of Air Quality Impacts under the California Environmental Quality Act*, guidelines and thresholds. Air pollutant emissions associated with the construction and operation of the Project shall be estimated using the California Emissions Estimator Model (CalEEMod) land use and air emissions model. The construction and operational emissions shall be compared to the relevant AQMD thresholds for Reactive Organic Gases (ROG), Oxides of Nitrogen (NOx), and particulate matter. If significant impacts are indicated, mitigation measures recommended by the AQMD shall be applied to reduce impacts. This analysis shall address both Project-specific and cumulative impacts.

It is anticipated that odor shall not be a concern for this Project and shall not require analysis in the EIR.

Consultant shall prepare an analysis of the Greenhouse Gases (GHG) to quantify the Project's cumulative contribution to GHG emissions. Currently, County does not have an adopted Climate Action Plan; therefore, the Project's increase in GHG's shall be evaluated using the most recent guidance provided by the AQMD or County staff. It is anticipated that that the Project's cumulative contribution to GHG's shall not be significant. Energy conservation shall be addressed in this analysis in accordance with Appendix F of the CEQA guidelines.

Biological Resources

Consultant shall conduct a reconnaissance level field survey to confirm the findings of the Biological Report prepared by Sycamore Environmental Consultants, Inc. (Sycamore). A technical memorandum or letter report shall be prepared documenting the findings of the field survey and any potential inadequacies of the Biological Report. If after the reconnaissance level field survey and a review of the existing technical reports it is determined that the wetland delineation needs to be updated, Consultant shall contact County staff. Currently, based on a review of the *Biological Resources Evaluation and Jurisdictional Delineation Report* (Sycamore,

April 28, 2005), it appears no wetlands or waters of the U.S. are present within the Phase II Project site. This shall be confirmed by Consultant with Sycamore, but the assumption is that no wetlands are anticipated to be present on the Project site. This section of the EIR shall identify any unique biological communities and incidental observations of wildlife species on site and identify any special-status plant or animal species and habitats.

Consultant shall complete an updated search of the California Natural Diversity Database (CNDDDB) and the U.S. Fish and Wildlife (USFW) database for inclusion in this section. Feasible mitigation measures to reduce or eliminate adverse impacts on biological resources shall be identified. It is anticipated that any impacts could be reduced to less than significant through mitigation. This section shall be based on the technical reports previously completed for the Ponte Palmero Phase I Project and those completed by Sycamore.

Land Use and Planning

Consultant shall address Project consistency with adopted plans, including County's General Plan and zoning. The Project site is located adjacent to a portion of the Pine Hill Preserve to the north, an area of more than 4,000 acres dedicated to protecting rare and endangered plants in County. The Project is proposing to dedicate land to the Pine Hill Preserve adjacent to the north, west, southwest and southeast boundary of the Project site.

The Land Use and Planning section shall evaluate any potential land use conflicts and incompatibilities between the proposed Project and existing and proposed uses that surround the site. Existing land uses shall be identified in the land use section and any inconsistencies with plans that have jurisdiction over the Project shall be discussed. In addition, any potential land use incompatibilities shall be identified and, if necessary, addressed in other applicable sections of the EIR (i.e., noise, air quality, and transportation).

It is anticipated that the proposed Project shall not physically divide an existing community nor shall it conflict with a Habitat Conservation Plan; therefore, these issues shall not be evaluated in the EIR.

Noise

Consultant shall evaluate noise issues based on a Noise Report prepared by J.C Brennan & Associates, Inc. (December 2005) for the Ponte Palermo Phase I Project, which included general assumptions for future development of Phase II. Since the time of the Noise Report, the Project has been slightly modified and the existing and proposed traffic levels are assumed to have changed. Therefore, preparation of the Noise section shall rely on an updated noise report to be provided by the Project Applicant's noise consultant. The existing ambient noise levels shall be identified as well as any nearby sensitive receptors and any potential increase in noise associated with the Project. The anticipated increase shall be compared to County's existing noise standards and Consultant shall provide mitigation if necessary.

The impact analysis shall address Project-specific and cumulative effects. It is anticipated that any potentially significant or significant impacts shall be reduced to less than significant through mitigation.

Traffic

Consultant shall address traffic related to both Project construction and operation in the EIR. Preparation of this section shall be based on an updated traffic report provided by Fehr & Peers

(March 2006) that is adequate for preparation of an EIR section. It is assumed that the Project Applicant will contract directly with Fehr & Peers to update the traffic analysis. It is anticipated County will review the scope of the traffic analysis to ensure it is adequate for this Project. At a minimum, new traffic counts shall be required as well as new Project level and cumulative model runs that reflect current traffic conditions on local roadways and trips generated by the Project. The traffic analysis shall address potential impacts to adjacent intersections under existing-plus-Project and cumulative-plus-Project conditions. The updated traffic report shall calculate the new trips generated by the Project and assign those trips to the local street and regional freeway system based on the Project's expected trip distribution characteristics. The AM and PM Peak Hour traffic operations at the study intersections and freeway segments under existing-plus-project conditions shall be evaluated. Mitigation measures shall be developed that address impacts identified as part of Project-construction, as well as impacts identified due to Project operation. Consultant shall coordinate with County staff and the Applicant's traffic consultant on the preparation of this EIR section.

It is anticipated that the Project shall not affect air traffic patterns for publicly or privately operated airports or landing fields; therefore, these issues shall not be addressed in the EIR.

Deliverables: Consultant shall submit to County fifteen (15) hard copies and one (1) electronic copy in MS Word format of the ADEIR for review.

Consultant shall submit to County one (1) hard copy and one (1) electronic copy in MS Word format of the Screencheck DEIR.

Consultant shall submit to County thirty-five (35) bound copies, one (1) camera-ready (unbound) hard copy, and twenty (20) CDs of the DEIR.

Consultant shall submit to County one (1) Master CD of the DEIR in MS Word and PDF format for posting on County's website.

Consultant shall prepare and submit to the State Clearinghouse, Office of Planning and Research (OPR), the Notice of Completion (NOC), fifteen (15) copies of the Executive Summary, and fifteen (15) CDs of the DEIR to begin the 45 day public review period.

Schedule: Consultant shall submit the ADEIR to County within eight (8) weeks of the Project initiation meeting.

Consultant shall submit the Screencheck DEIR to County within two (2) weeks of County's review and comments on the ADEIR.

Consultant shall submit the DEIR to County within two (2) weeks of County's review and comments on the Screencheck DEIR.

Consultant shall submit the NOC, copies of the Executive Summary, and CD copies of the DEIR to the OPR within two (2) weeks of County's review and comments on the Screencheck DEIR.

TASK 2 – PREPARE FINAL EIR (FEIR)

After close of the 45-day public comment period on the DEIR, Consultant shall create a bracket with all comment letters received and prepare written responses. If numerous comments received address the same concerns, Consultant shall prepare master responses to address those comments and refer commenters to one (1) comprehensive response. Should comments on the DEIR raise new issues, or require that new surveys or technical studies be conducted to complete adequate responses, Consultant shall initiate discussions immediately with County staff to evaluate the options.

Consultant shall prepare one (1) Administrative FEIR for County review following the public comment period. The Administrative FEIR shall include any text changes initiated by County in response to public comment. Consultant shall also prepare one (1) Screencheck FEIR to be used as a prepublication draft for review. The Screencheck FEIR shall incorporate any necessary changes following the review of the Administrative FEIR.

If an excessive number of comment letters or individual comments (more than 75 individual comments) are received, it may necessitate an augment to the budget. If mutually agreed upon by County and Consultant, Consultant may charge on a time-and-materials basis up to a not to exceed agreed-upon budget.

Consultant shall prepare the Final EIR (FEIR) based on the comments received by County. The Final EIR shall consist of the following three (3) major sections:

- An Introduction section including a bracket of comment letters received and a summary of the environmental issues raised in each letter.
- A Response to Comments section including individually bracketed and numbered comments with corresponding responses, as well as any master responses.
- A Changes to the Draft EIR section including specific text changes for instances in which the Draft EIR requires revision.

In accordance with CEQA requirements, Consultant shall prepare a Mitigation Monitoring and Reporting Program (MMRP) to address mitigation measures. The MMRP shall include all mitigation measures identified in the DEIR and IS. The MMRP shall be designed to ensure compliance with all adopted mitigation measures and shall be included in the Administrative FEIR.

Deliverables: Consultant shall submit to County fifteen (15) bound copies and one (1) electronic copy in MS Word format of the Administrative FEIR for County review.

Consultant shall submit to County one (1) hard copy and one (1) electronic copy in MS Word format of the Screencheck FEIR for County review.

Consultant shall submit to County thirty-five (35) bound copies, one (1) hard copy, and twenty CDs of the FEIR.

Consultant shall submit to County one (1) Master CD of the FEIR in MS Word and PDF format for posting on County's website and one (1) camera-ready copy (if requested by County).

Schedule: Consultant shall submit the Administrative FEIR to County within three (3) weeks following the public comment period.

Consultant shall submit the Screencheck FEIR to County within one (1) week of County's review and comments on the Administrative FEIR.

Consultant shall submit the Final EIR to County within one (1) week of County's review and comments on the Screencheck FEIR.

TASK 3 – PROJECT MANAGEMENT AND MEETINGS

It is anticipated that Consultant's project manager shall use an average of two (2) hours a week over the life of the Project for Project meeting and Project management. Consultant's project manager shall attend the Project Initiation meeting, the Planning Commission hearing, and the Board of Supervisor's Meeting. Consultant's project manager shall also attend up to five (5) Project meetings.

Contingency Work

County may require Consultant to perform Contingency Work. Such Contingency Work may supplement, expand, or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical or necessary to complete the Project on schedule by County's Contract Administrator (CA).

Before proceeding with any Contingency Work under this Agreement, the parties shall identify the specific services to be provided for each assignment. Consultant shall submit the Contingency Work in a written letter format, which shall be approved by County's CA by issuance of a Work Order.

Dudek
Exhibit B
Rate Schedule

Hourly Rates

Environmental Services

Classification	Rate
Principal	\$200.00/Hour
Environmental Specialist/Planner V	\$160.00/Hour
Environmental Specialist/Planner III	\$140.00/Hour
Environmental Specialist/Planner II	\$130.00/Hour
Environmental Specialist/Planner I	\$120.00/Hour
Hydrogeologist/Engineer I	\$120.00/Hour

Office Services – Technical, Drafting, and CADD Services

Classification	Rate
GIS Specialist I	\$110.00/Hour

Support Services

Classification	Rate
Technical Editor III	\$140.00/Hour
Publications Assistant II	\$90.00/Hour

Mileage Reimbursement

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

Other Direct Costs

Consultant shall bill for the following expenses that may be incurred in association with the services provided pursuant to the scope of work:

- CD's and Miscellaneous Reproduction
- Maps, Supplies, and Photos
- Other Miscellaneous Costs

Other direct costs shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

*Other Direct Costs Markup

Emergency and Holidays shall incur a minimum of two (2) hours and shall be billed at a rate of 1.75 times the normal rate for each classification used. Materials and Outside Services, including but not limited to, subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services shall be billed at a rate of 1.15 times the direct cost.

Dudek
Exhibit C
Cost Estimate*

Task	Description	Cost
Task 1.1	Project Initiation	\$1,760.00
Task 1.2	Peer Review and Technical Reports	\$3,840.00
Task 1.3	Initial Study	\$6,080.00
Task 1.4	Draft EIR (includes ADEIR, Screencheck, DEIR)	\$82,660.00
Task 2.0	Final EIR (includes AFEIR, Screencheck, FEIR)	\$23,660.00
Task 3.0	Project Management and Meetings	\$15,200.00
	Subtotal	\$133,200.00
	Other Direct Costs	\$1,760.00
	Contingency Work	\$5,000.00
	Total Cost Estimate	\$139,960.00

*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 Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks, Other Direct Costs, and Contingency Work 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.