



383-S1311

**Agreement for Services 009D-A-12/13-BOS  
Between the  
County of El Dorado and LSA Associates**

**COUNTY FILE NUMBERS:** A12-0005, Z12-0009, PD12-0001, TM12-1509, S13-0001,  
S13-0002

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and LSA Associates a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2215 Fifth Street, Berkeley, CA 94710 (hereinafter referred to as "Consultant" or "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereinafter referred to as "EIR") for the development of the San Stino residential development project located in the Community Region of Shingle Springs in El Dorado County, California.

**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; and

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

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000; and

**WHEREAS**, both County and Consultant make this Agreement with full knowledge of the requirements of the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto, and County's General Plan amendment procedures.

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

**ARTICLE I**

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to provide services described in the "Exhibit A" marked "Scope of Work" incorporated hereto and made by reference a part hereof. No work shall be completed prior to a letter to proceed being provided by the contract administrator or designee. Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date of execution thereof.

**ARTICLE III**

**Compensation for Services:**

- A. Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it as set forth under this Agreement are provided by Applicant (San Stino, L.P.) under a separate contract 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 contract, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from Applicant.

B. Subject to (A) above, for services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoices(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be as follows:

<b>Task/Item</b>	<b>Description</b>	<b>Cost</b>
A	Project Initiation	\$ 42,160
B	Setting, Impacts, and Mitigation Measures	\$ 128,620
C	Alternatives	\$ 10,505
D	CEQA-Required Assessment Conclusions	\$ 1,370
E	Draft Environmental Impact Report	\$ 31,255
F	Response to Comments Document	\$ 36,295
G	Findings and Mitigation Monitoring Program	\$ 4,060
H	Project Management	\$ 5,740
I	Meetings and Hearings	\$ 14,740
	Miscellaneous Costs	
1	Deliveries	\$ 250
2	Travel	\$ 1,450
3	Maps, Plans, Reports, Databases	\$ 1,350
4	Photographic Products	\$ 100
5	Printing	\$ 4,450
6	Graphic Reproduction	\$ 750
7	Communications	\$ 700
8	Traffic Counts	\$ 5,600
9	10% Contingency	\$ 28,940
	<b>TOTAL</b>	<b>\$ 318,335</b>

The total amount of this Agreement shall not exceed Three Hundred Eighteen Thousand Three Hundred Thirty Five Dollars and 00/100 (**\$318,335.00**). Contingency funds of \$28,940 will only be utilized if needed, and after written authorization by County staff is provided to the Consultant.

C. Travel and/or mileage expenses, if applicable, shall be made in accordance with Exhibit “B” marked “Board of Supervisors Policy D-1,” incorporated herein and made by reference a part hereof up to the not-to-exceed amount of the Agreement.

#### **ARTICLE IV**

**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 V**

**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 term hereof. The following additional provisions shall also apply:

- A. Conformity with Statutes, Decisions, Guidelines and Ordinances. The EIR shall be written in conformity with all applicable State statutes including but not limited to CEQA (Public Resources Code, §21000 et seq.), State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto as last amended, the Environmental Guidelines (objectives, criteria, and procedures required pursuant to CEQA) last adopted by County, and in the format presently prescribed by County. All subjects in the format shall be addressed even if only to state that there is no significant impact. The format may be expanded where necessary to address a subject in greater detail. Conformity with any relevant judicial decisions, guidelines, or ordinances is also required.
- B. Responsibility for Preparation. The EIR shall be prepared for County in fulfillment of the obligations of County as the public agency having responsibility for preparation of an EIR for the project. It is understood that Consultant shall prepare the EIR so as to be as accurate and objective as reasonably possible.
- C. Meetings to be Attended. Consultant shall attend such meetings as County staff determines will be necessary to complete Consultant's obligations under this Agreement, as specified in the Scope of Work. Additional meetings shall be

compensated as specified in any addendum to this Agreement entitled "Change Orders."

- D. Designation of Responsible Primary Contact. Consultant shall have a Responsible Primary Contact who shall be responsible for Consultant's obligations under this Agreement who shall serve as primary liaison between County and Consultant. Designation of another Responsible Primary Contact by Consultant is subject to a mutually agreed upon written amendment. The name of the Responsible Person is Kelly Jackson.

Consultant shall provide experienced and qualified personnel, to carry out the work to be performed by Consultant under this Agreement and shall be responsible for and in full control of the work of such personnel. Consultant may retain subconsultants for data collection with the prior approval of County, and Consultant shall be responsible for and in full control of the work of such subconsultants. The Responsible Principal shall notify County when Consultant contacts, or is contacted by, Applicant, as well as the substantive nature of said contact.

- E. Relationship Between Parties: Work Standards. The parties to this Agreement agree that the relation created by, and for the duration of this Agreement is that of independent contractor. Consultant is not an agent or employee of County and, among other things, is not entitled to the benefits provided by County to its employees, including but not limited to workers' compensation insurance and unemployment insurance. County shall not provide office or other workspace for Consultant. Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of an EIR. Consultant assumes responsibility for the EIR being prepared in a professional manner. Consultant acknowledges that County is the ultimate authority, and must affect independent judgment as to the contents of the EIR and its adequacy. In the event of any disagreements between Consultant and County staff, subconsultants if any, the

Applicant, or experts or other consultants retained by Applicant, Consultant shall immediately report such disagreement to the Development Services Director of County who shall have sole authority to decide and resolve all such disagreements. Nothing in this paragraph shall be deemed to negate, effect, or alter the independent contractor relationship between the parties to this Agreement.

- F. Materials and Equipment. Consultant shall furnish, at his/her/its own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of such equipment.
- G. County to Furnish Information Available. All information, data, records, and maps which are available in County records for performing Consultant's services as specified herein, shall be furnished by County to Consultant. Upon request of Consultant, County shall furnish the names and addresses of interested public agencies, but Consultant shall be responsible for all liaisons which may be made with these agencies, or other interested parties. Consultant shall be responsible for developing and obtaining any additional information reasonably required to complete the EIR.
- H. Correction of Errors. The correctness and completeness of any information furnished by Consultant shall be within the discretion of the Development Services Director. Consultant will perform any field work and will prepare any maps, charts, or data necessary to correct errors, omissions, discrepancies, deficiencies, or ambiguities in the EIR without additional compensation. Consultant will give immediate attention to these changes so that there will be no delay to County in meeting the schedule set forth in the work program and contract.
- I. Data Developed in Public Domain. All information, data, maps, charts, and studies developed by Consultant which are made a part of the Administrative

Draft EIR, the Draft EIR or the Final EIR, are in the public domain and may be used by Consultant or County as property within the public domain. Consultant, by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft EIR, Draft EIR or Final EIR.

- J. Documents, Maps, and Photographs Developed are County Property. All original documents, maps, charts, photographs, and other material prepared by Consultant which are made a part of the Administrative Draft EIR, Draft EIR, or Final EIR shall be the property of County and shall be delivered to County prior to final payment.

#### **ARTICLE VI**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all 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 the Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

#### **ARTICLE VII**

**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 VIII**

**Independent Consultant/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 terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, 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 IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.



## ARTICLE X

### 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 on 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 for default, 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 the 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 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 contract. 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 XI**

**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 addressed as follows:

COUNTY OF EL DORADO  
Community Development Agency  
Development Services Division  
2850 Fairlane Court, Bldg. C  
Placerville, CA 95667  
Attn: Roger P. Trout, Development Services Director

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

LSA ASSOCIATES, INC.  
2215 Fifth Street  
Berkley, CA 94710  
Attn: Judith Malamut

Or to such other location as the Consultant directs.

#### **ARTICLE XII**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County 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 the Consultant's services, operations, or performance hereunder, regardless of the existence

or degree of fault or negligence on the part of the County, the Consultant, subconsultant(s) and employee(s) of any of these, except for the sole, or active negligence 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 XIII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the 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 is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above 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 the 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 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. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or

volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the 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 the 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 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XIV**

**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 XV**

**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 XVI**

**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 contract 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 the Article in the Agreement titled, "Default, Termination and Cancellation".

#### **ARTICLE XVII**

**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 corporation, certifying that it has a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or

County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XVIII**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XIX**

**County Business License:** 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 Code Section 5.08.070.

#### **ARTICLE XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Roger Trout, Director, Development Services Department or successor.

#### **ARTICLE XXI**

**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 to the obligations set forth herein.

#### **ARTICLE XXII**

**Partial Invalidity:** If any provision of this 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 XXIII**

**Venue:** 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 XXIV**

**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 XXV**

**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 Concurrence:**

By: \_\_\_\_\_  
Roger Trout, Director  
Development Services Division

Dated: \_\_\_\_\_

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Kimberly Kerr  
Interim Director  
Community Development Agency

Dated: \_\_\_\_\_

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

-- COUNTY OF EL DORADO --

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**--CONSULTANT--**

LSA ASSOCIATES, INC.  
(A CALIFORNIA CORPORATION)

By: \_\_\_\_\_  
Les Card  
CEO  
"Consultant"

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Corporate Secretary  
(Rob McCann – President  
for Ken Goodin - Corporate Secretary)

Dated: \_\_\_\_\_



LSA ASSOCIATES, INC.  
2215 FIFTH STREET  
BERKELEY, CALIFORNIA 94710

510.540.7331 TEL  
510.540.7344 FAX

GARIBAD  
FORT COLLINS  
FRESNO

IRVINE  
PALM SPRINGS  
PT. RICHMOND

RIVERSIDE  
ROCKLIN  
SAN LUIS OBISPO

November 19, 2012

Pierre Rivas  
Principal Planner  
El Dorado County  
2850 Fairlane Court  
Placerville, CA 95667

Subject: San Stino Project Environmental Impact Report - Proposal for Services

Dear Mr. Rivas:

LSA Associates, Inc. (LSA) is pleased to provide you with this proposal for preparation of an Environmental Impact Report (EIR) for evaluation of the potential environmental impacts of the proposed San Stino (project), pursuant to the California Environmental Quality Act (CEQA). This letter proposal summarizes our understanding of the proposed project and discusses the individual tasks that LSA will complete as part of the environmental documentation process.

**Judith H. Malamut, AICP, Principal** will serve as the Principal-in-Charge and **Theresa Wallace, Senior Planner** will serve as the Project Manager. The LSA team will be joined by **Fehr & Peers** for preparation of the traffic and circulation analysis, and **Baseline Environmental Consulting** for preparation of the geology, hazards, and hydrology inputs. Fehr & Peers' scope of work is included as Attachment A. Resumes and qualifications for key members of the LSA team are included as Attachment B.

## A. PROJECT UNDERSTANDING

The proposed project is located on approximately 645 acres south of Highway 50 between French Creek Road and Old Frenchtown Road, south of Mother Lode Drive near its intersection with Buckeye Road in the Community Region of Shingle Springs in El Dorado County. The project would develop the site with a 1,041-unit residential subdivision with single-family detached residential units, and two large lots for a future school, park or residential use. The project also proposes to preserve or create approximately 270 acres of open space, including both active and passive parks, trails, landscaped lots, and undeveloped open spaces. The project includes a General Plan Amendment, Rezone, and Planned Development applications.

Our project understanding is based on review of the Project Description and Site Plans provided by the applicant and discussions with the applicant and County staff. Environmental review will be based on the August 2012 application materials and any additional information to be provided by the applicant and the City.

**B. SCOPE OF WORK**

In considering the proposed project and its potential environmental impacts, and after detailed discussions with County staff, LSA believes a comprehensive EIR should be prepared to fulfill the requirements of CEQA. Because a comprehensive EIR would be prepared, preparation of a preliminary environmental evaluation in the form of an Initial Study would not be necessary. The scope of work for preparation of an EIR is detailed below. An outline of the work program is presented in Table 1, and the proposed schedule and budget are presented at the end of this section.

**TASK A. PROJECT INITIATION**

The project initiation task for the San Stino Project EIR will provide an opportunity for the LSA team to collaborate and strategize with County staff to refine our recommended approach and work program. Other key project initiation tasks will involve conducting a field visit, gathering information, issuing the Notice of Preparation, attending a public scoping session, and refining the work program, if necessary. The project description and significance criteria for the EIR will also be prepared for review and concurrence by the County as part of project initiation.

**1. Start-Up Meeting**

LSA will meet with County staff to discuss expectations regarding the tasks to be undertaken as part of the environmental documentation effort for the San Stino Project. As part of this meeting, LSA will want to:

- Confirm the proposed scope of work and expectations for use of the previously prepared applicant’s technical materials.
- Gather relevant information and data if there is information we have not yet received.
- Discuss the County’s desired approach to involving the various County departments and the applicant team during preparation of the EIR and review of the administrative and screencheck drafts.

**Table 1: Work Program Outline**

<p><b>TASK A: PROJECT INITIATION</b></p> <ol style="list-style-type: none"> <li>1. Start-Up Meeting</li> <li>2. Data Gathering and Evaluation</li> <li>3. Site Visit/Field Surveys</li> <li>4. Base Map Preparation</li> <li>5. Project Description</li> <li>6. Notice of Preparation/Scoping Session</li> <li>7. Significance Criteria</li> <li>8. Work Program Refinement</li> </ol> <p><b>TASK B: SETTING, IMPACTS AND MITIGATION MEASURES</b></p> <ol style="list-style-type: none"> <li>1. Land Use and Planning Policy</li> <li>2. Population and Housing</li> <li>3. Visual Resources</li> <li>4. Biological Resources</li> <li>5. Cultural Resources</li> <li>6. Geology, Soils and Seismicity</li> <li>7. Hydrology and Water Quality</li> <li>8. Hazards and Hazardous Materials</li> <li>9. Traffic and Circulation</li> <li>10. Air Quality</li> <li>11. Greenhouse Gas Emissions</li> <li>12. Noise</li> <li>13. Public Services and Recreation</li> <li>14. Utilities and Infrastructure</li> </ol> <p><b>TASK C: ALTERNATIVES</b></p> <p><b>TASK D: CEQA-REQUIRED ASSESSMENT CONCLUSIONS</b></p> <p><b>TASK E: DRAFT EIR</b></p> <ol style="list-style-type: none"> <li>1. Administrative Draft EIR</li> <li>2. Screencheck Draft EIR</li> <li>3. Public Review Draft EIR</li> </ol> <p><b>TASK F: RESPONSE TO COMMENTS DOCUMENT</b></p> <ol style="list-style-type: none"> <li>1. Administrative Draft RTC</li> <li>2. Screencheck Draft RTC</li> <li>3. Public Review Draft RTC</li> </ol> <p><b>TASK G: FINDINGS/MITIGATION MONITORING PROGRAM</b></p> <p><b>TASK H: PROJECT MANAGEMENT</b></p> <p><b>TASK I: PUBLIC HEARINGS AND MEETINGS</b></p>
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LSA ASSOCIATES, INC.

- Discuss the County's desired schedule for the review process.
- Review the required entitlements/planning approvals and lead and responsible agency roles.

## **2. Data Gathering and Evaluation**

Existing data and analyses applicable to the project site will be collected and evaluated including all technical documents that have been prepared by the project applicant's team and any other available background information or documents applicable to the site. Technical studies prepared by the project applicant will be peer reviewed (as further detailed for each applicable topical discipline in Task B) and evaluated for their potential use in the environmental review. The following technical studies have been provided to LSA:

- Phase I Cultural Resource Assessment for the White Property (June 8, 2006);
- Phase I Cultural Resources Report for the Scheiber Property (June 8, 2006);
- Archaeological Investigation at Sawmill Creek (May 1998);
- Biological Resource Assessment for the Scheiber-White Project (December 26, 2006);
- Special-Status Plant Survey of the Sawmill Creek Ranch (December 12, 2006);
- Special-Status Plant Survey, San Stino Development (August 2010);
- Jurisdictional Delineation Report, Sawmill Creek Property (November 2011);
- Jurisdictional Delineation Report, White Property (September 2011);
- Jurisdictional Delineation Report, Scheiber Property (September 2011);
- San Stino Drainage Study (June 18, 2012);
- Air Quality Analysis (no date); and
- Noise Analysis (no date).

## **3. Site Visit/Field Surveys**

As one of the initial steps in this scope of work, the entire LSA team (including technical specialists) will visit and photograph the project area and its surroundings to familiarize ourselves with the area, document existing conditions and site features, and confirm information provided in the studies described above. We will encourage attendance by County staff and the project applicant at our initial site visit to allow for sharing of observations.

## **4. Base Map Preparation**

LSA will prepare project vicinity and project site base maps for use in the EIR using the best mapping information available from the County and the project applicant. Topographic maps and/or aerial photos (preferably at the same scale) with the property boundaries clearly marked in an electronic format (e.g., Auto-Cad) would be preferred. The project site base map will be used to illustrate the proposed project, project alternatives, and site specific constraints. The vicinity base map will show street/highway and lot layout in the project vicinity, the project site's relationship to surrounding areas, surrounding land uses, general plan designations, and zoning. Copies of the base map will also be available for consultant and County staff use during meetings and presentations.

## **5. Project Description**

LSA will prepare a project description that describes the purpose, phasing and physical elements of the proposed project. The project description will include a map showing the location and boundaries of the project area and a general description of the project's technical and environmental characteristics. LSA will work closely with the County and the project applicant to ensure that the project description provides a level of detail appropriate for the EIR. As a part of the project description, LSA will work with the applicant and the County to prepare a list of project objectives.

The project description will also include a statement briefly describing the intended uses of the EIR, including a list of agencies expected to use the EIR, a list of permits and other approvals required to implement the project and a list of related environmental review and consultation steps required by federal, State or local laws, regulations and policies. LSA will submit a draft of the project description to the County for review and acceptance before the LSA team begins conducting any impact analyses.

## **6. Notice of Preparation/Scoping Session**

LSA will prepare a Notice of Preparation (NOP) in accordance with the requirements of CEQA, for distribution by County staff. Following the 30-day comment period on the NOP, LSA will review all comments, recommend any needed changes to the proposed scope of work, and ensure that all submitted concerns are adequately covered by the EIR.

Judith Malamut and Theresa Wallace will participate in a public EIR scoping session, as necessary. LSA will develop materials for these meetings, including hand-outs which may include an overview of the objectives of CEQA, the EIR process and schedule, and the topics to be addressed in the EIR. It is assumed that LSA will make a short presentation at the scoping session that outlines the project's environmental review requirements and process.

## **7. Significance Criteria**

LSA will prepare a draft set of significance criteria for review by County staff. The draft significance criteria will include proposed criteria for each topic to be addressed in the EIR. Early agreement regarding significance criteria will help to focus the setting information and the impact analyses provided in the EIR.

## **8. Work Program Refinement**

It may be necessary to refine the work program in accordance with information compiled in the above subtasks. Upon receipt and review of all of the comments on the NOP and taking into consideration comments heard at the scoping session, LSA will work with County staff to refine the scope of work and budget, if necessary, to address any environmental issues that are not yet adequately addressed in this work program.

## **TASK B: SETTING, IMPACTS AND MITIGATION MEASURES**

The setting, impacts, and mitigation measures documentation for each of the issue areas described below will be incorporated into the EIR. The setting section for each topic will describe the current conditions of the site. Each impact analysis will evaluate project-level impacts of the project. Where relevant, impacts will be separately identified in terms of whether they would occur during the *construction* or *operation* periods. A set of feasible mitigation measures (as well as the residual

impacts or effects of each measure) will be identified. Each topical section will also include a discussion of cumulative impacts. The analysis of cumulative effects will address the potential impacts associated with the project in conjunction with other projects that are under-construction, approved, or reasonably foreseeable. The preferred methodology for conducting the cumulative impacts analysis will be developed and agreed upon during the early stages of the EIR preparation.

The proposed list of environmental topics set forth below is based on the desire of the County to complete a comprehensive environmental analysis. Upon completion of Task A, Project Initiation, it may be determined that some of the environmental topics could be focused out or that they may necessitate analysis of a greater breadth or depth than originally proposed. If this is the case, LSA will work with County staff to refine our proposed work program, as appropriate (see Task A.8 above). Issues found not to be significant as part of Task A will be documented in the CEQA Conclusions chapter of the EIR (see Task E below) and will not be addressed in Setting, Impacts and Mitigation Measures.

### **1. Land Use and Planning Policy**

The proposed project is located in an undeveloped area in the Community Region of Shingle Springs and is designated as Low Density Residential (LDR) and zoned RE-5 and AE. The site is generally bounded by existing large-lot residential uses. The proposed project would include a General Plan Amendment and Rezone for the project site and approval of a Planned Development, to allow residential development on the site.

LSA will describe the land uses on and surrounding the project site and will identify potential land use conflicts that could occur with implementation of the proposed project. This section will also include a discussion of agricultural, forestry and mineral resources that may be present on and in the vicinity of the site. Existing on-site and surrounding land uses will be described based on review of aerial maps, information gathered on the site visit, and information provided by the County and the project applicant. Land uses will be graphically mapped.

In addition, this section will include a comprehensive discussion of applicable local and regional planning documents and land use policies relevant to the project area and proposed residential development. The proposed project will be compared to the policies and guidelines adopted by the County. Land use plan compliance and conflicts will be described and procedural mitigation will be outlined, as appropriate. Any policy inconsistencies and potential planning conflicts will be identified in a table format, and the potential policy conflicts will be described in greater textual detail. Under CEQA, policy conflicts in and of themselves (in the absence of direct physical effects) are not considered to have a significant effect on the environment, and will therefore be differentiated from impacts described in the other topical sections of the EIR. Any physical impacts associated with policy conflicts will be addressed in the appropriate technical sections of this chapter (e.g., Air Quality, Noise).

### **2. Population and Housing**

The proposed project would result in the development of over 1,000 residential units on the currently undeveloped site, directly resulting in population growth within this area of the County. The existing demographics of the community will be identified and described based on the most current data available, including the General Plan, Department of Finance population and housing estimates, and Census data. Population growth associated with the proposed project will be determined through the



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preparation of the project description in consultation with the City. LSA will assess the population and housing impacts that will be created by the proposed project, only to the extent that they will directly or indirectly result in physical changes to the environment.

### **3. Visual Resources**

The site's existing undeveloped appearance would be altered by on-site vegetation removal, extensive grading, and the introduction of new buildings, roadways and other improvements associated with build out of the project. The new development would be visible from numerous locations.

LSA will describe the area's existing visual character using photographs and narrative, and will include views from and to the site, noting the site's visibility as seen from key public vantage points located within the vicinity. The visual attributes and patterns of the project site and its surroundings will be assessed according to the following descriptive categories: site location and spatial organization, land form, water courses, vegetation, land uses, cultural features, and specific objects having aesthetic significance.

Effects of the proposed development on the existing visual character of the site and its surroundings will be described and analyzed. LSA will address the project's potential visibility and visual contrast and compatibility as seen from key public view corridors and sensitive viewing locations. Cumulative visual effects will also be evaluated. The impact analysis will use available architectural and elevation drawings provided by the applicant to illustrate and support the discussion of project effects on existing views and view corridors, and to assist in substantiating any findings of significant impact.

### **4. Biological Resources**

The approximately 645-acre project site is generally undeveloped and consists of mostly natural plant communities including pine-oak woodlands and annual grasslands. The project site also supports several streams, seeps, and seasonal wetlands. The project would convert approximately 375 acres of the project site to residential development.

Biological resources on the project site, including special status species and jurisdictional waters, have been documented by various biological reports dating back to 2006. None of the reports cover the entire project site; instead, the reports were prepared for one or two of the three properties that comprise the project site. In addition, none of the reports assess the potential impacts to biological resources from the project. Cumulatively, special status plants and jurisdictional waters were addressed for the entire project site. However, the special status plant report for the Scheiber and White properties did not include an analysis of the potential for special status plants to occur; the report only included a statement that no special status plants were observed. In addition, the timing of the surveys did not appear to coincide with blooming period of all the special status plants discussed in the report. Special status wildlife were only addressed for the White and Scheiber properties.

The jurisdictional waters reports for all three properties are satisfactory, and the jurisdictional waters mapped in the reports were verified by the Army Corps of Engineers in 2011.

Based on a cursory review of the biological reports prepared for the project site and the latest version of the California Natural Diversity Database (CNDDDB), it is expected that sensitive biological resources that could be affected by the project include Valley elderberry longhorn beetle, California

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red-legged frog (CRLF), Pacific pond turtle, nesting raptors, oak woodlands, riparian habitat, and wetlands and other jurisdictional waters.

LSA will undertake the following subtasks to evaluate biological resources, including preparation of a technical report to support the EIR analysis:

- **Review existing data.** Prior to initiation of field work, LSA biologists will review: (1) the latest version (2012) of the CNDDDB, California Native Plant Society (CNPS) Electronic Inventory, and the U.S. Fish and Wildlife Service (USFWS) website to identify special-status species and sensitive habitats that could occur in, or in the vicinity of, the project site; (2) the reports previously prepared for the project site; and (3) other relevant documents that address biological or wetland resources issues in or in the vicinity of the project site. If necessary, LSA will also contact the appropriate regulatory and/or resource agencies regarding specific biological resource issues or concerns. From these sources, LSA will refine the list of sensitive habitats and special-status species that will become the focus of the field studies.
- **Conduct field survey.** A general-level survey will be conducted by LSA biologists to confirm and map habitats on the project site and evaluate the potential for special-status species to be present and impacted by the project. The survey will include mapping of the plant communities on the project site, an evaluation of the overall condition of the habitats, the project site's relationship to surrounding areas, and the potential for wildlife use and movements. Plant and wildlife species observed on the project site during the survey will be recorded. The reports previously prepared for the various properties on the project site will be referenced to the extent feasible.

LSA proposes to perform the following surveys for special-status species and habitats:

- **Elderberry Inventory:** Elderberry plants, which provide habitat for the federally listed Valley elderberry longhorn beetle, have been identified on the site and will be surveyed; stem counts will be performed for any plants occurring within 100 feet of project limits, per USFWS guidelines.
- **California Red-Legged Frog Habitat Assessment:** Since the project is located within the range of CRLF and potential habitat for this species occurs in the project area, LSA proposes to prepare a site assessment in accordance with the USFWS *Revised Guidance on Site Assessment and Field Surveys for California Red-legged Frogs*, dated August 2005. The site assessment is used by the USFWS to evaluate the suitability of the habitat in terms of vegetative composition, presence of predatory species, surrounding land uses, and known occurrences within the vicinity. In order to compile this data, LSA will conduct both a literature search and a field survey.
- **Nesting Birds:** Two spring/early summer surveys for nesting birds will be performed. The focus of the surveys will be raptors and special status species. Morning and evening meander surveys will be performed to provide efficient maximum coverage of the habitats on the project site.
- **Plant Surveys:** Although it is unlikely that special status plants occur on the project site, in order to bolster the findings of the previous special status plant surveys, two focused plant surveys will be conducted. The surveys will be scheduled to coincide with the normal blooming period of the target species to ensure that any special status plants that may occur on the project site are readily identifiable during the surveys. All plant species observed on

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the project site will be identified to an appropriate level of taxonomy to determine protection status (if any)

- **Prepare EIR section.** The findings of the technical report will be summarized in the biological resources section of the EIR. Mitigation measures will be identified as necessary.

## 5. Cultural Resources

Preliminary issues pertaining to cultural and paleontological resources include potential direct impacts to archaeological deposits, historical architecture, human remains, and fossils due to the nature and extent of proposed ground disturbance.

LSA will undertake the following subtasks to evaluate cultural and paleontological resources, including preparation of a technical report to support the EIR analysis:

- **Records search and literature review.** A cultural resources records search of the project area will be done at the Southern San Joaquin Valley Information Center (SSJVIC) of the California Historical Resources Information System, California State University, Bakersfield. The SSJVIC, an affiliate of the California Office of Historic Preservation, is the official State repository of cultural resources reports and records for El Dorado County. The records search will identify previously recorded cultural resources and previous cultural resource studies in and adjacent to the survey area, as well as in and adjacent to the project area as a whole. Cultural resource inventories will also be reviewed to determine if these inventories list any cultural resources within or adjacent to the plan area.
- **Peer review.** A member of LSA's cultural resources staff certified by the Register of Professional Archaeologists will conduct a peer review of the technical reports prepared for the San Stino project area. The review will assess the adequacy of the reports for establishing the baseline conditions for cultural resources and identify any potential problems with using the reports as a basis for the EIR impact analysis. LSA will recommend additional study, as warranted, to correct any deficiencies and bring the reports into conformity with professional standards for cultural resources management. *Additional study and documentation, if needed, is not part of this scope.*

LSA conducted a preliminary review of three previous cultural resources studies of the project area. These studies consisted of a Phase I study of the 286.6-acre Scheiber property, which comprises roughly the southwestern 1/3 of the project area (Michael Brandman Associates 2006a); a Phase I study of the 226-acre White property, which comprises roughly the northeastern 1/3 of the property by the client (Michael Brandman Associates 2006b); and Phase II archaeological investigations on 140 acres (Sawmill Creek Ranch), which comprises roughly the center 1/3 of the project area (Historic Resource Associates 1998). The study for the White property did not identify any cultural resources in the project area. The studies by Michael Brandman Associates (2006a) and Historic Resources Associates (1998), however, identified several cultural resources in the project area. These resources are:

### Scheiber Property

- (1) A prehistoric archaeological site with bedrock mortars.
- (2) Two historic-period buildings, a house with mortared stone walls and a barn.

### Sawmill Creek Ranch

(3) “Temp H1,” a possible cellar depression with an associated artifact scatter that underwent evaluation by Historic Resource Associates and found *not eligible*, which means that it does not qualify as a historical resource under CEQA.

(4) “Temp H3,” a prehistoric archaeological midden site that appears eligible for inclusion in the California Register of Historical Resources, which means that it qualifies as a historical resource under CEQA.

Michael Brandman Associates (2006a) recommended that resources #1 and #2 undergo Phase II evaluation to determine if they qualify as historical resources under CEQA. Historic Resources Associates (1998) recommended that resource #4 be avoided by project impacts placing it in a non-build envelope, fencing the site during construction, and monitor ground-disturbing construction in its vicinity.

Recent court decisions in CEQA litigation have established the requirement that determinations of whether a resource qualifies as a historical resource be made before certification of an EIR (Madera Oversight Coalition, Inc. v. County of Madera, No. MCV045353 [5th Dist. 2011]). Therefore, to establish an adequate baseline and enable the EIR section to sufficiently assess the potential for impacts, additional study would likely be required to address the status of resources #1 and #2, and avoidance of resource #4 would likely be required as part of project mitigation. If avoidance is not possible and the resource will be impacted, it is likely that Phase III data recovery would be required to reduce the severity of this impact. The EIR section would fully analyze these issues.

- ***Interested party consultation.*** LSA will contact the Native American Heritage Commission (NAHC) in Sacramento and will request a review of their Sacred Lands File to determine if the plan area contains any cultural resources or areas of Native American concern, as well as a list of local Native Americans. LSA will contact the El Dorado County Historical Society for any information or concerns they have about historical sites in the proposed plan area.
- ***Paleontological resources.*** LSA will conduct a paleontological resources analysis of the project area. The purpose of the analysis will be to identify paleontological resources that may be significant and that may be impacted by the project. LSA paleontology staff will conduct a fossil locality search and a literature review to identify the geologic units, paleontological studies, fossil localities,<sup>1</sup> and types of fossils that may be within or adjacent to the project area. The fossil locality search will be conducted by staff of the University of California Museum of Paleontology, Berkeley. The literature review will be conducted in-house at LSA and at the University of California, Berkeley Bioscience Library and Earth Sciences and Map Library. Relevant geology, soils, and paleontology documents and maps will be reviewed to characterize the paleontological sensitivity of the plan area. The methods and results of the preliminary paleontological resources analysis will be integrated in the cultural resources study report and EIR section.
- ***Indirect impacts analysis.*** LSA will assess whether the project will result in adverse indirect impacts to cultural resources in the vicinity of the project area. If necessary, recommendations will be made to minimize potential impacts to the area’s historical setting.

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<sup>1</sup> Fossil locality is a location at which paleontological resources are documented.

- **Prepare EIR section.** The findings of the cultural resources report will be summarized in the EIR section. The cultural resources EIR section will: (1) provide a brief overview of the cultural setting of the project area; (2) provide a summary of the County's cultural resource regulations; (3) identify potentially significant impacts to cultural resources that may result from project implementation; and (4) provide recommendations to avoid, minimize, or offset, when possible, significant impacts to cultural resources. The County's General Plan will be reviewed to identify mitigation measures applicable to the project area's cultural resources. LSA will develop mitigation measures in conjunction with this document.

## 6. Geology, Soils and Seismicity

The project site is located in the foothills of central California in a relatively quiescent seismic area of the State; there are no mapped active faults with 40 miles of the project site. The soils at the project site consist primarily of Auburn very rocky silt loam and Sobrante silt loam (both well-drained hillslope soils). It is our understanding that no geotechnical report will be prepared prior to preparation of the EIR, and therefore limited site-specific data will be available. The more hilly eastern and central portions of the site may be susceptible to slope instability, particularly if potentially unstable slopes are not identified before grading begins. Baseline will conduct the following tasks to evaluate geological conditions within the project area:

- **Conduct site visit.** A reconnaissance visit to the project area will be undertaken to review geologic and soils conditions.
- **Describe soil and seismic hazard conditions.** Regional and site-specific soil and seismic conditions for the project site will be described based on review of available published reports, and any available site-specific technical reports. Seismic hazards for the project site, including seismic shaking, will be described.
- **Describe soil conditions.** Soil conditions will be described, including erosion hazards, settlement, and shrink-swell potential, based on Natural Resource Conservation Service mapping and available geotechnical investigations for the project area.
- **Address General Plan policies.** Existing local policies related to geology and soils from the County General Plan will be summarized.
- **Analyze impacts.** Potential impacts will be evaluated based on applicable significance criteria. Anticipated impacts relating to soils, geology, and seismicity may include settlement, differential compaction, and erosion. Potential geotechnical impacts, including settlement or differential settlement, subsidence, expansive soils, and slope stability, will be evaluated.
- **Identify mitigation measures.** Practical mitigation measures will be identified that would reduce or eliminate the identified potential impacts related to geologic, soils, or expected seismic conditions, to the extent feasible.

## 7. Hydrology and Water Quality

The primary surface water feature at the project site is Sawmill Creek, which flows from the northwest to southeast through the site. The creek is dammed and feeds Holiday Lake, which is located adjacent to the project site; portions of the site are located within the dam inundation zone for the Holiday lake dam (if it were to fail catastrophically). The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) indicate that there are no 100-year flood hazard zones within the project site boundaries.

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The project would be subject to National Pollutant Discharge Elimination System (NPDES) permit compliance for both the construction and operation phases of the project. Specifically, the project would be required to comply with the Construction General Permit and the County's Storm Water Management Plan. These requirements would include preparation and implementation of a Stormwater Pollution Prevention Plan for the construction period and design, construction, and maintenance of Low-Impact Development type best management practices for the operation period.

Baseline will complete the following tasks to evaluate hydrologic and water quality conditions within the project area:

- **Conduct site visit.** A reconnaissance site visit to the project area will be conducted to assess existing drainage patterns and hydrologic conditions.
- **Describe hydrologic conditions.** The regional and local hydrologic and drainage conditions for the project area and vicinity will be described and will include accounts of localized flooding, if any.
- **Describe water quality.** The existing surface and groundwater quality conditions at the project area and vicinity will be described based on existing reports, including the San Stino Drainage Study prepared by CTA Engineering and Surveying. In addition, water quality-related observations, made during the project area reconnaissance, will be summarized.
- **Analyze impacts.** Potential impacts from the proposed project will be evaluated using prescribed significance criteria. Potential impacts include water quality impacts due to topsoil and overburden removal related to grading operations and operation period impacts to stormwater quality.
- **Identify mitigation measures.** Based on the analysis of potential impacts, practical mitigation measures will be identified that would reduce or eliminate potential impacts to surface water and groundwater quality and quantity.

## 8. Hazards and Hazardous Materials

The project proposes to place residential homes in a largely undeveloped area that has been used for agriculture and/or open space. There may be past hazardous materials releases at the site related to past agriculture operations, but there is no indication of any such releases on the State's Geotracker database. The project site is located within a "high" fire hazard severity zone based on CALFIRE mapping. Baseline will conduct the following tasks to identify existing and potential hazards and hazardous materials conditions and potential impacts that could result from implementation of the proposed project.

- **Describe regulatory agency information and previous environmental investigations.** The activities and findings of readily available environmental investigation reports for the project area will be summarized. The status of current or proposed environmental investigations and remediation will be described. The types and concentrations of contaminants will be listed, as well as potential health effects from those contaminants for future construction workers, commercial workers, and residents.
- **Describe regulatory framework.** The regulatory framework for hazardous materials, including federal, State and local agencies, laws, and regulations will be described. These regulations are

anticipated to include hazardous materials storage requirements, spill prevention/cleanup, waste disposal/recycling requirements, and emissions controls.

- **Assess impacts.** Potential impacts will be evaluated based on the prescribed significance criteria. Using data collected for the setting section, potential significant impacts of the project related to public health and safety will be analyzed. Potential health effects on construction workers, who will have direct contact with soils and groundwater in the project area, will be evaluated. Potential health effects on future residents and workers at the project area will be evaluated based on available environmental data for soil and groundwater in the project area. Potential impacts related to placement of homes within a high fire hazard area will be discussed.
- **Identify mitigation measures.** Feasible mitigation measures will be developed, if necessary, to address any identified significant impacts. Mitigation measures would likely include compliance with best management practices for hazardous materials storage during site development, and adherence to State and local hazardous materials and fire maintenance provisions following site development. Mitigation may also include recommendation of collection and analysis of soil and/or water samples, if warranted, and implementation of construction worker health and safety and risk management plans.

## 9. Traffic and Circulation

Fehr & Peers will complete the transportation impact analysis of the proposed project. The analysis will be consistent with the requirement of the El Dorado County General Plan, the El Dorado County Traffic Impact Study Protocols and Procedures, and CEQA. This effort will be coordinated the El Dorado County Department of Transportation. Fehr & Peers will prepare a stand-alone transportation analysis report and the results of this study will be summarized in the EIR section after the study is approved by the County. Fehr & Peers' complete scope of work is included as Attachment A.

## 10. Air Quality

Development activity associated with implementation of the project could increase pollutant concentrations in El Dorado County through increased vehicle trips and construction. This increase could contribute to existing air pollution in the Mountain Counties Air Basin. Construction activities associated with project development, including grading and ground disturbance, could increase concentrations of particulate matter. Increased air pollution could affect compliance with existing air quality plans and adversely affect the health of sensitive receptors.

The previously prepared air quality technical report contains an analysis from 1996 which does not meet current air quality analysis requirements. LSA will prepare a current evaluation of project air quality impacts of the project following the El Dorado Air Quality Management District's (AQMD) Guide to Air Quality Assessment by undertaking the following subtasks:

- **Describe the existing regulatory framework.** The existing regulatory framework for air quality, including existing air quality laws and regulations and the roles of the local agencies, including the California Air Resources Board (ARB) and the El Dorado County AQMD will be described.
- **Obtain and describe air quality monitoring data.** Project setting meteorological and air quality data developed through the ARB and climatological and air quality profile data gathered by the AQMD will be utilized for the description of existing ambient air quality. The most recent published air quality data from air quality monitoring stations in the vicinity of the project site for

the past 3 years will be included to characterize existing air quality. In addition, regulatory documents, professional publications, and past LSA experience in the project area will supplement background information.

- **Determine the project's consistency with adopted plans.** LSA will review adopted plans related to clean air emissions in the State of California, El Dorado County and the Mountain Counties Air Basin and determine the project's consistency with these plans.
- **Assess project construction emissions.** Construction activities associated with the proposed project would generate increased particulate emissions associated with grading, soil hauling and other construction activities on the project site. Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the ARB's new California Emissions Estimator Model (CalEEMod).
- **Assess project operation-period impacts.** The project would generate new vehicular trips within the region. Emissions associated with long-term operations from vehicle trips will be calculated with CalEEMod.
- **Identify mitigation measures.** LSA will identify practical mitigation measures to address any significant project or cumulative impacts. Mitigation measures designed to reduce the project's short-term construction and long-term air quality impacts will be identified. Mitigation measures established by the BAAQMD for dust suppression will be identified to reduce construction impacts. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

## 11. Greenhouse Gas Emissions

Construction and operation of the proposed development would result in the consumption of fuel and energy resulting in the emission of greenhouse gasses. Typically, an individual project does not generate sufficient greenhouse gas emissions to influence global climate change significantly on its own; therefore, the issue of global climate change is cumulative in nature. The proposed project, through construction and operational activities, would generate greenhouse gas emissions that would cumulatively contribute to global climate change.

This section of the EIR will include a technical analysis evaluating the impacts of project-related energy consumption and GHG emissions. LSA will conduct the following subtasks as part of this analysis:

- **Describe existing environmental setting.** LSA will summarize up-to-date information related to global climate change, along with the climate/meteorological conditions in the project vicinity, and the State, regional, and local setting.
- **Describe the existing regulatory framework.** The existing regulatory framework for global climate change will identify applicable federal, State, and El Dorado County policies, regulations, and programs.
- **Assess project greenhouse gas emissions.** LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project, including construction activities, new vehicle trips, energy consumption, water usage, and solid waste generation and disposal using the new California Emissions Estimator Model (CalEEMod).



- **Identify mitigation measures.** LSA will identify, where necessary, practical mitigation measures to address any significant project or cumulative impacts. Mitigation may include sustainable development practices and design measures such as TDM measures, site disturbance reduction measures, energy conservation measures and renewable energy sources, solid waste reduction measures, and water conservation and efficiency measures. LSA will provide a summary, to the extent information is available, of the expected percentage reduction of GHG emissions from the recommended mitigation measures and project features.

## 12. Noise

The proposed project would be located in a rural suburban setting. Ambient noise levels in rural environments are typically low with some vehicular traffic noise as the dominant noise source. LSA will describe the existing ambient noise conditions in the project vicinity, identify potential impacts associated with project implementation, and, where needed, mitigation measures will be recommended. LSA will conduct the following subtasks to identify existing noise conditions and potential impacts that could result from implementation of the proposed project:

The previously prepared technical report was conducted in 1998. Since this time County General Plan policies related to noise may have changed. Additionally, a brief scan of the technical report indicates that the current CEQA evaluation criteria were not used. Therefore, LSA will prepare an EIR section with new technical analyses that would assess the potential effects of the proposed project on the existing and future noise environments in the project site vicinity and to determine whether residents of the site would be exposed to acceptable noise levels. The following subtasks will be undertaken as part of the noise analysis:

- **Describe the existing regulatory framework.** Applicable State of California and El Dorado County noise and land use compatibility criteria for the project area will be identified. Noise standards including General Plan noise policies and the Noise Ordinance will be discussed.
- **Document existing noise levels.** Existing sources of noise in the vicinity of the project site, such as traffic on adjacent roadways will be documented. Existing noise-sensitive land uses in the project site vicinity will also be identified using aerial images and field reconnaissance. This scope of work assumes that noise monitoring will not be required. However, if determined to be necessary by the County, an ambient noise monitoring effort and scope/budget augment can be undertaken. The traffic noise levels for existing conditions will be assessed using traffic data from the project traffic impact analysis prepared for the project.
- **Assess short-term construction impacts.** Noise impacts from construction of the proposed project on adjacent land uses will be analyzed based on available project-specific construction information provided to LSA. Noise emission levels recommended by the U.S. Environmental Protection Agency will be used to ascertain the noise generated by specific types of construction equipment. The construction noise impact will be evaluated in terms of maximum levels ( $L_{max}$ ) and/or hourly equivalent continuous noise levels ( $L_{eq}$ ) and their frequency of occurrence. Analysis requirements will be based on the sensitivity of the project and El Dorado County noise ordinance specifications.
- **Calculate project and cumulative vehicle impacts.** Using the TIA prepared for the project; LSA will evaluate noise impacts from project-related and cumulative vehicular trips using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). Model input data will include average daily traffic levels, day/night percentages of autos, medium and heavy trucks,

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vehicle speeds, ground attenuation factors, and roadway widths. Projections of the future Day-Night Average Noise Level ( $L_{dn}$ ) along selected roadway and highway segments will be provided in a table format to show the relationship between vehicle-related noise and distance from the roadway. Noise impacts from project-related traffic on both on-site and off-site sensitive land uses will be assessed.

- **Identify noise reduction measures.** As warranted, LSA will identify practical measures to address significant project or cumulative noise impacts. Measures designed to reduce interior and exterior noise levels to meet applicable standards will be identified as necessary. Any measures required to reduce the project's short-term construction and/or long-term noise impacts to acceptable levels will also be identified. Both an evaluation of the potential measures and a discussion of their effectiveness will be provided.

### **13. Public Services and Recreation**

The project site is located in unincorporated El Dorado County and would increase the demand for fire, police, school, and park/recreational services. The EIR will include a concise summary of each agency that would provide service to the site, their individual responsibilities, and existing service constraints. LSA will review the General Plan EIR, as well as other background reports and then contact each service provider to determine if they have any concerns about providing services to the proposed residential project or physical constraints to doing so. The assessment in the EIR will examine the demand for services generated by the change in use on the site, and the physical impacts of this demand on existing public services. The need for coordination among facility and service providers and the project applicant for on- or off-site improvements (if any) will be addressed to ensure that any potentially significant impacts are mitigated to less-than-significant levels.

### **14. Utilities and Infrastructure**

The project site is located in unincorporated El Dorado County and would increase the demand for water, wastewater, solid waste, telecommunications, electricity and natural gas. Storm drainage issues would be evaluated in the hydrology and water quality section of the EIR. Given the size of the proposed project (over 500 residential units) a Water Supply Assessment (WSA) would be required. LSA will assist the County and applicant in requesting the assessment from the El Dorado Irrigation District (EID), as necessary.

The EIR will include a concise summary of each agency that would provide service to the site, their individual responsibilities, and existing service constraints. LSA will review the General Plan EIR, as well as other background reports and then contact each service provider to determine if they have any concerns about providing services to the proposed residential project or physical constraints to doing so. The assessment in the EIR will examine the demand for services generated by the change in use on the site, and the physical impacts of this demand on existing utility services and infrastructure. It is assumed that the results of the WSA, prepared by either the applicant or EID and confirmed by EID, will inform the evaluation of available water supply and infrastructure in the EIR.

## **TASK C: ALTERNATIVES**

The LSA team will identify and evaluate up to four alternatives to the proposed project, one of which will be the CEQA-required No Project alternative. According to the *CEQA Guidelines*, alternatives can be evaluated in less detail than the project, and therefore we would propose that the analysis in the EIR be undertaken at a qualitative level. In the case of significant and unavoidable or large-scale

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transportation impacts, Fehr & Peers and LSA will work to develop appropriate scenarios that would reduce or eliminate the most adverse impacts. Fehr & Peers will assist with a quantitative evaluation of transportation impacts for each alternative. The discussion for each remaining issue topic will be of sufficient detail to evaluate the benefits and drawbacks of each alternative, and to provide some qualitative conclusions regarding the alternatives. A summary table will be included in this section that identifies the level of significance of each environmental topic for each alternative as compared to implementation of the proposed project. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

#### **TASK D: CEQA-REQUIRED ASSESSMENT CONCLUSIONS**

LSA will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of several mandatory impact categories, including: 1) Growth-inducing impacts; 2) Significant irreversible environmental changes; 3) Unavoidable significant environmental impacts; and 4) Effects found not to be significant.

#### **TASK E: DRAFT ENVIRONMENTAL IMPACT REPORT**

This task includes preparation and distribution of the Draft EIR, beginning with the Administrative Draft through publication of the Public Review Draft EIR. Each deliverable associated with this task is detailed in this section.

##### **1. Administrative Draft EIR**

The information developed in Tasks B through D will be organized into an Administrative Draft EIR. The EIR is expected to include the following components:

- Introduction
- Executive Summary
- Project Description
- Setting, Impacts, and Mitigation Measures
- Alternatives to the Proposed Project
- CEQA-Required Assessment Conclusions
- List of Persons and Organizations Contacted
- Bibliography
- Technical Appendices

Up to 5 bound copies and 1 digital version (in both Microsoft Word [MS Word] and Adobe Portable Document Format [PDF]) of the Administrative Draft EIR will be submitted to the County for review and comment. LSA can meet with staff, either in person or via teleconference, to discuss comments on the Administrative Draft.

##### **2. Screencheck Draft EIR**

Based on the County's comments, LSA will amend the Administrative Draft EIR and prepare a Screencheck Draft for final review by the County. Up to five (5) copies of the Screencheck Draft EIR

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and one (1) compare version that shows changes between the two drafts in underline and strikeout will be provided for review by the County to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

We have allotted time for responding to changes; however, if this task exceeds the cost allotted in the budget due to changes in project description or requests for additional analysis that are not necessary to prepare a legally adequate document, the additional cost would be billed on a time and materials basis (or use of the contingency will be requested).

### **3. Public Review Draft EIR**

LSA will amend the Screencheck Draft EIR. LSA will produce up to fifty (50) bound copies and twenty-five (25) digital versions (in PDF format) of the Draft EIR. All appendix materials will be provided on a compact disk (CD) to be attached to the inside back cover of the bound Draft EIR copies. A digital version will also be created for posting on the County's website.

LSA will also prepare the Notice of Availability (NOA) and Notice of Completion (NOC) and will be responsible for distribution of the Draft EIR to the State Clearinghouse as well as State agencies (as specified by the County). The County will be responsible for local distribution and noticing.

## **TASK F: RESPONSE TO COMMENTS DOCUMENT**

LSA will prepare the Response to Comments Document on the project following the public review period. The Response to Comments Document and the Draft EIR will comprise the Final EIR.

### **1. Administrative Draft Response to Comments Document**

The LSA team will formulate responses to written comments on the Draft EIR, including review period comments received from the public and agencies. The Administrative Draft Response to Comment Document will include: 1) a list of persons, organizations, and public agencies commenting on the Draft EIR; 2) copies of written comments received; 3) responses to environmental comments raised in the review process; and 4) any necessary text, table or figure changes to the Draft EIR. LSA will discuss the best approach to the responses document with the County following the close of the comment period.

Our budget estimate shows the level of professional effort assumed for this task (see Task F in Table 2, Cost Estimate). Should an unexpectedly large volume of comments be submitted (e.g., an organized letter-writing campaign by project opponents or a substantial package of comments by a law firm representing labor union interests), an adjustment in the budget (or use of contingency funds) to cover work beyond the assumed level would be needed. Up to five (5) copies of the Administrative Draft Responses to Comments Document will be provided for review, in addition to one (1) digital version.

### **2. Screencheck Draft Response to Comments Document**

After review by County staff and transmittal of suggested revisions, LSA will amend the Administrative Draft Response to Comments Document and prepare a Screencheck version for final review by County staff. Up to five (5) copies of the Screencheck version and one (1) compare version that shows changes between the two drafts in underline and strikeout will be provided for review by County staff. One (1) digital version will also be provided.

### **3. Final Response to Comments Document**

Upon completion of the Response to Comments Document, LSA will provide the County with up to fifty (50) bound copies and twenty five (25) CDs (in PDF format) of the Responses to Comments Document for public distribution and review. One digital copy of the Final EIR will be provided for the County's use. The Response to Comments Document will be distributed to the public and commenting agencies, and the Board of Supervisors a minimum of 10 days prior to any public hearings on the Final EIR.

#### **TASK G: FINDINGS/MITIGATION MONITORING AND REPORTING PROGRAM**

LSA will prepare draft CEQA Findings and a Statement of Overriding Considerations (if necessary). The Findings will include the following: a record of proceedings for the County's decision on the project, a summary description of the project; identification of potentially significant effects of the project which were determined to be mitigated to a less-than-significant level; identification of significant impacts that cannot be mitigated to a less-than-significant level even though all feasible mitigation measures have been identified and incorporated into the project; identification of the project's potential environmental effects that were determined not to be significant, and do not require mitigation; cumulative effects; feasibility of project alternatives; and, the County's Statement of Overriding Considerations (if Significant Unavoidable impacts are identified).

LSA will also prepare a Mitigation Monitoring and Reporting Program. We will identify responsibility for implementing and monitoring each mitigation measure, along with monitoring triggers and reporting frequency, subject to approval by County staff. Monitoring will be dovetailed with existing processes of project development and review.

Upon project approval and certification of the Final EIR, LSA will prepare a Notice of Determination (NOD) for filing and distribution by the County.

#### **TASK H: PROJECT MANAGEMENT**

Judith Malamut and Theresa Wallace will undertake a variety of general project management tasks throughout the process of preparing the EIR and presenting it to decision makers.

Judith will provide input on scope, budget, and scheduling of the project, and quality assurance for all work undertaken. She will review all subconsultant submittals and in-house prepared text, tables, and graphics before these materials are presented to the County as administrative review documents. She will be available for consultation on CEQA procedural matters as well as application of the *CEQA Guidelines* to this project.

Theresa Wallace will be in charge of day-to-day activities associated with the project. Project management tasks include regular client contact; oversight of subconsultants and team members; schedule coordination; contract negotiation and management; and development of products. As Project Manager, Theresa will attend all meetings and maintain a project schedule. Theresa will monitor the project budget in light of progress in the project schedule and will communicate any potential deviations with the County in a timely manner. She will also provide direction to all team members that will ensure an internally-consistent, coherent document.

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### **TASK I: MEETINGS AND HEARINGS**

Judith Malamut and Theresa Wallace will be available to meet with the project team to gather information, review progress, discuss project alternatives, review preliminary findings, discuss staff comments, and offer input into any discussions on project modifications. The proposed cost estimate includes attendance by both Judith and Theresa at the project start-up meeting and the NOP scoping meeting(s) as detailed under Task A. In addition, we have budgeted (under this task) for attendance at the following:

- Two meetings with County staff, topics to be determined;
- One public meeting during the 45-day review of the Draft EIR; and
- Two public hearings for certification of the Final EIR.

LSA will prepare presentation materials for and participate in all of the above meetings and distribute meeting notes that summarize meeting events, as needed.

### **C. SCHEDULE**

After authorization to proceed, LSA will quickly schedule the start-up meeting and site visit and begin developing the project description. Based on our experience with similar projects, we estimate that the peer review of the applicant's technical studies, data gathering, field surveys, and preparation of the supplemental studies by LSA biologists and Fehr & Peers identified under Task B could be completed within about 3 months of authorization to proceed. As noted in Task B.9, the County's traffic model is expected to be available in early 2013.

We estimate that the Administrative Draft EIR would be available for County review within 5 months of authorization to proceed and that the Final EIR would be available for certification within less than one year. LSA will work with the County and the applicant to develop and finalize a detailed schedule with milestone dates for each deliverable within one week of the project start-up meeting.

### **D. COST ESTIMATE**

For completion of the proposed work program, the LSA team has provided a cost proposal in the form of a spreadsheet that details tasks by assigned personnel. A detailed breakdown of the cost proposal is provided in Table 2.

The estimated cost of the LSA Team's labor and direct expenses is \$289,395. We would also suggest that a 10 percent contingency (\$28,940) be added to the budget. Use of contingency funds would only be allowed upon advance written authorization by the County's Project Manager. Including the contingency funds, the total contract amount would be \$318,335.

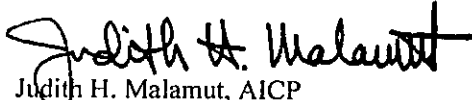
As you review the proposal and compare the work scope with the line item budget, you may find that there are ways of economizing. We would be glad to discuss suggestions for modifying both scope and budget.


LSA ASSOCIATES, INC.

Thank you for requesting a proposal from LSA. If you have any questions regarding this scope of work or budget, please call Judith Malamut at (510) 540-7331.

Sincerely,

LSA ASSOCIATES, INC.

  
Judith H. Malamut, AICP  
Principal-in-Charge

  
Theresa Wallace  
Senior Planner/Project Manager

Attachments





Table 2  
San Sino Project EIR Cost Estimate

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**FEHR & PEERS**  
**SCOPE OF WORK**

**FEHR & PEERS SCOPE OF WORK (SAN STINO)**

Fehr & Peers will complete the following tasks for the transportation impact analysis of the San Stino project. We will conduct a transportation impact analysis consistent with the requirement of the El Dorado County General Plan, the El Dorado County Traffic Impact Study Protocols and Procedures, and CEQA. This effort will be coordinated the El Dorado County Department of Transportation. Our final deliverables will be a stand-alone transportation analysis report and a separate stand-alone transportation section for the EIR using LSA's prescribed format.

**Task 1: Data Collection**

We will collect available data for use in the analysis of existing and cumulative conditions. Data requirements for the study area are listed below and will be used for documenting existing conditions and for validation of the sub-area model. The study will include facilities on US 50, major arterials, collectors.

We will develop a more formal study area after a preliminary review of the project's traffic contribution and input from responsible agencies such as Caltrans and El Dorado County.

- Existing and planned roadway geometrics and traffic controls
- New existing daily, AM, and PM peak hour traffic counts at locations listed below
- Available existing daily, AM, and PM peak hour traffic counts from El Dorado County and Caltrans
- Existing and planned transit service and facility descriptions
- Location of existing and planned bicycle and pedestrian facilities
- Project description including final plan documentation
- Traffic signal timings
- HOV lane volumes from Caltrans

We anticipate that the ultimate study will include up to 42 analysis locations consisting of intersections, roadway segments, and freeway ramp junctions. Final analysis locations will be determined in cooperation with County staff but are anticipated to include the following existing locations.

**Intersections:**

1. Ponderosa Road/US 50 Westbound Ramps
2. S. Shingle Road/US 50 Eastbound Ramps
3. N. Shingle Road/Ponderosa Road
4. Durock Road/S. Shingle Road
5. Mother Lode Drive/Sunset Lane
6. Mother Lode Drive/French Creek Road
7. Mother Lode Drive/N. Star Drive

8. Mother Lode Drive/Buckeye Road/Holiday Lake Drive
9. Mother Lode Drive/Buckeye Road (East)
10. Shingle Springs Drive/Buckeye Road
11. Shingle Springs Drive/Maggie Lane (Via Livenza – With Project)
12. Via Livenza/Maggie Lane (With Project)
13. Shingle Springs/US 50 Westbound Ramps
14. Shingle Springs/US 50 Eastbound Ramps

Roadways

1. Shingle Springs Drive – US 50 to Buckeye Road (2 Segments)
2. French Creek Road – Mother Lode Drive to Old French Town Road (2 Segments)
3. N. Shingle Road – Green Valley Road to US 50 (2 Segments)
4. Ponderosa Road – Green Valley Road to US 50 (2 Segments)
5. S. Shingle Road – US 50 to Latrobe Road (2 Segments)
6. Mother Lode Drive – Pleasant Valley Road to S. Shingle Road (5 Segments)
7. Buckeye Road – Mother Lode Drive to Mother Lode Drive (2 Segments)
8. Durock Road – S. Shingle Road to US 50 (2 Segment)

Freeway Ramp Junctions

1. US 50 EB off-ramp to S. Shingle Road
2. US 50 EB on-ramp from S. Shingle Road
3. US 50 WB off-ramp to Ponderosa Road
4. US 50 WB loop on-ramp from northbound S. Shingle Road
5. US 50 WB on-ramp from southbound Ponderosa Road
6. US 50 EB off-ramp to Shingle Springs Drive
7. US 50 EB on-ramp from Shingle Springs Drive
8. US 50 WB off-ramp to Shingle Springs Drive
9. US 50 WB on-ramp from Shingle Springs Drive

We have budgeted for AM and PM peak hour intersection traffic counts for up to 14 locations and daily roadway segment traffic counts at up to 10 locations. The counts will include identification of trucks, automobiles, bicycles, and pedestrians. The collection of existing data will also include a site visit at each location.

**Task 2:           Transportation Impact Analysis**

Fehr & Peers will complete the following tasks to prepare the transportation impact analysis for the San Stino project.

Task 2.1:           Existing Conditions Analysis

For the existing conditions analysis, we will analyze the study locations listed in Task 2.1. For traffic operations analysis of existing conditions, we propose to use the analysis procedures contained in the *Highway Capacity Manual (HCM)*, Transportation Research Board, 2000. This decision will be confirmed with El Dorado County prior to start of the analysis since the new 2010 HCM was recently released. The analysis results will contain AM and PM peak hour levels of service. We will use the Synchro software to analyze intersection operations. In addition to traffic operations, we will identify the existing conditions related to physical roadway conditions, transit, bicycling activity, and pedestrian activity in the study area.

*El Dorado County Department of Transportation staff may require analysis of some intersections using micro-simulation, depending on congestion levels. If necessary, we will submit a separate scope of work and cost estimate for this additional work.*

*Candidate locations may include US 50 and the freeway interchanges at S. Shingle Road and Shingle Springs Drive. Options include the use of SimTraffic software for the simulation of arterial corridors, such as the Mother Lode Drive near US 50. Simulation models are more suited for congested conditions where vehicle queues at intersection affect operations at downstream intersections. Another option would be to use the VISSIM micro-simulation software to develop an integrated freeway/arterial analysis model. The advantage of simulation modeling is that it allows for more robust analysis and quantification of the effects of congestion on transportation facilities, which improves the confidence in results, and corresponding mitigation. Simulation modeling requires more detailed data collection for study facilities than isolated intersection analysis, such as corridor travel times, vehicle speed, observations of driver behavior, and vehicle queuing.*

Task 2.2:           Impact Significance Criteria

Before we analyze the potential impacts of the project, we will develop impact significance criteria for traffic operations and non-automobile facilities or services for review by the project team. The recommended criteria will be based on the El Dorado County Traffic Impact Study Protocols and Procedures, El Dorado County General Plan, and other policy documents of affected agencies like Caltrans.

Task 2.3: Travel Demand Forecasts

We will develop travel demand forecasts using the updated El Dorado County travel demand forecasting model, which is anticipated to be completed in early 2013. *If this updated model is not available in time for this analysis, we can develop a sub-area model using the SACOG's regional travel demand forecasting model developed for the recently adopted for the MTP/SCS. If this option is necessary, we will develop a supplemental work scope for the sub-area model development.*

We will conduct both static and dynamic validation of the sub-area model consistent with the guidance outlined in the 2010 California Regional Transportation Plan Guidelines. We will document sub-area development and validation in a technical memorandum.

We will develop travel demand forecasts for the following scenarios:

- Existing Plus Project conditions
- Cumulative (2035) conditions
- Cumulative (2035) plus project conditions

We will apply our mixed-use development (MXD) trip generation tool to develop trip generation estimates for the San Stino project. The trip generation estimate will inform the traffic volume forecasts for plus project conditions outlined above.

The traffic volume forecasts will include overall project daily trips, daily VMT, plus AM and PM peak hour volumes for the analysis locations listed in Task 2.1 and 2.9.

Task 2.4: Transportation Impact Analysis

The transportation impact analysis will include the following scenarios and address potential impacts related to VMT, traffic operations, physical roadway conditions, transit service, bicycle activity, and pedestrian activity.

- Existing plus project conditions
- Cumulative (2035) conditions
- Cumulative (2035) plus project conditions

For these scenarios, we will analyze daily VMT and peak hour traffic operations for the study locations identified in Task 1. The analysis results will contain AM and PM peak hour levels of service for intersections, roadways, and freeway facilities. In addition, we will provide a discussion of the trip generation, distribution, and assignment assumptions used in the analysis. Impacts will be identified by comparing the analysis results to the significance criteria selected in Task 2.2. For significant impacts, we will propose mitigation measures to improve the level of

significance. Each mitigation measure will identify the specific action necessary, responsibility for implementation, and expected level of significance after mitigation.

The potential impacts to physical roadway conditions, transit, bicycling activity, and pedestrian activity in the study area will be addressed by identifying how the proposed project could change existing or future conditions related to these travel modes. For San Stino, it will be important to consider physical impacts to roadways that do not meet current design standards, since the project will connect to adjacent rural residential roadways that may not have adequate pavement width, shoulders, signing, or striping.

An alternatives assessment will also be conducted for up to three project alternatives. The assessment will include estimates of total daily trips and VMT and will compare the alternatives to conclude whether the alternatives are likely to have impacts that would be worse than, similar to, or better than the proposed project.

Task 2.5: General Plan Consistency Analysis

A separate analysis is needed to establish General Plan consistency using the travel forecasting model and analysis methods from the 2004 El Dorado County General Plan. We will conduct a General Plan consistency analysis using the 2004 El Dorado County General Plan travel demand forecasting model and level of service post processor. The level of service analysis results will include PM peak hour LOS for US 50 and major County roadways analyzed in the General Plan and will be compared to the County's LOS policy thresholds to identify potential improvements beyond those already included in the 2004 General Plan circulation element (Amended January 2009).

Task 2.6: Documentation

We will document the results of the transportation impact analysis of the San Stino project in a stand-alone report, following the identified elements of the El Dorado County Traffic Impact Study Protocols and Procedures.

Working from the traffic report we will prepare an electronic copy of the administrative draft and draft EIR transportation sections in the format prescribed by LSA. We have budgeted up to 24 hours to respond to a single set of written comments on the administrative draft EIR and up to 40 hours for responding to comments on the Public Review Draft EIR.

Task 2.7: Meetings

We will attend up to four meetings with the project team. Additional meetings will be attended on a time and material basis.



## COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

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### BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures





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### POLICY:

#### 1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



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- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

### 2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
  - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
  - (2) Car rental.
  - (3) Out-of-county overnight travel.
  - (4) Members of boards or commissions, or non-county personnel.



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BOARD OF SUPERVISORS POLICY

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(5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.

c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.

3. Travel Participants and Number

a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.

b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.

c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.

d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:



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- (1) A member of the Board of Supervisors requires NO specific authorization.
  
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
  - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
  
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.
  - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
  
  - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



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the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

#### 4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



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prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

### 5. Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



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above the maximum shall be at the sole discretion of the Chief Administrative Officer.

**b. Private Auto**

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

**c. Meals**

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



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- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner





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may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



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while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments



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The Auditor may provide advance funds for estimated “out of pocket” expenses up to seventy-five percent (75%), but no less than \$50.00. The “out of pocket” expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor’s Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller’s office within five (5) working days of the scheduled



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departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
  
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
  
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
  
- h. Expense Claim Form



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For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.