

ORIGINAL

Dudek

General Plan Biological Resource Policy Update and Preparation of an Environmental Impact Report

AGREEMENT FOR SERVICES #425-S1411

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Dudek, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 605 Third Street, Encinitas, California 92024, and whose local office address is 853 Lincoln Way, Suite 208, Auburn, California 95603 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency to update the biological resource policies and implementation measures within County's General Plan and prepare an Environmental Impact Report (EIR);

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

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

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, materials, equipment, and services necessary to update the biological resource policies and implementation measures within County's General Plan and prepare an EIR (hereinafter referred to as Project), and other services as may be necessary to accomplish the objectives set forth herein. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. Deliverables for the specific tasks to be provided under the Scope of Work shall be as specified therein, shall be prepared using the software described in this Article, and shall be submitted in accordance with the timeframes specified in Exhibit A, hereto. Modifications to the deliverables required, to the completion times specified in Exhibit A,

hereto, or to the software requirements may only be made in accordance with the prior written approval of County's Contract Administrator.

Unless otherwise indicated, Consultant shall be notified in writing when to proceed with the work specified in Exhibit A, herein, not including Optional Task B-6a. No payment will be made for any work performed prior to the effective date of the Agreement.

In addition to the Base Scope of Work identified in Exhibit A, hereto, this Agreement may also include Optional Task B-6a. County's Contract Administrator will issue a separate written Notice to Proceed to Consultant for Optional Task B-6a. Consultant shall not commence work on Optional Task B-6a until receiving the appropriate Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed.

In addition to the specific services identified in Exhibit A, Scope of Work, hereto, or as assigned to Consultant as Optional Task B-6a hereunder, this Agreement may also include Supplemental Tasks, as subsequently identified during the course of work under this Agreement by County's Contract Administrator. Such Supplemental Tasks may expand or modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of completing the Project.

Before proceeding with any work concerning Supplemental Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement.

The specific services for each assignment for Supplemental Tasks shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, and any necessary permits on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

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

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that

are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Task Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Task Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XVIII, Notice to Parties, of this Agreement.

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

County shall review Consultant's progress at key points as specified in each Task Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order. Milestones may only be changed by written agreement between County's Contract Administrator and Consultant's Project Manager.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A, hereto, or as specified in individual Task Orders. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XVII, Default, Termination, and Cancellation, herein.

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

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter or upon completion of all issued Task Orders, whichever is later.

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all of the deliverables described in Exhibit A, Scope of Work, and in the individual Task Orders issued pursuant to this Agreement, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

- B. For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Schedule of Charges," incorporated herein and made by reference a part hereof. Other direct costs including rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, and other outside services authorized herein, shall be invoiced at Consultant's cost, with a fifteen percent (15%) markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

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

- C. The amounts for each task, Optional Task, and Supplemental Tasks are described in Exhibit C, marked "Cost Proposal*," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various tasks identified therein. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C, among the various Base Scope of Work tasks, Other Direct Costs, Optional Task Estimate, and Supplemental Tasks identified therein, subject to County's Contract Administrator's written approval.
- D. The not-to-exceed amount of each individual Task Order assigned shall not exceed the amount specified in each Task Order, unless County's Contract Administrator and Consultant amend the Task Order in writing.
- E. The total amount of this Agreement, including all of the services detailed in Exhibit A and including any Optional Task or Supplemental Tasks, if any, which may be assigned, and inclusive of all costs, expenses, and Task Orders shall not exceed \$377,100.
- F. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and County-supplied Task Order number, if applicable, on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE VI, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. If Task Orders for Supplemental Tasks are issued pursuant to the provisions of this Agreement, Consultant shall bill County for only one (1) Task Order per invoice.
- G. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Cindy Johnson
Administrative Technician

or to such other location as County directs.

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

ARTICLE IV

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

ARTICLE V

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

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

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

ARTICLE VI

Progress Reports: Upon issuance of a Task Order, Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule,

to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Separate detail shall be provided for each ongoing Task Order. Progress reports shall include the total number of hours worked by Consultant and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VII

Licenses: Consultant represents that it is duly certified or licensed in good standing by the State of California to perform the services contemplated under this Agreement, and that Consultant shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

Any non-final or draft administrative reports, studies, materials and documentation, including, but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with CEQA. County and Consultant agree that such material will not be distributed, released or shared with any other organization, person or group other than County's and Consultant's employees and agents whose work requires that access.

This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

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 XIII

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

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XIV

Prevailing Wage: The State of California's General Prevailing Wage Rates are not applicable to this Agreement.

ARTICLE XV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal

and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

ARTICLE XVI

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

ARTICLE XVII

Default, Termination, and Cancellation:

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

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any Task Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Task Order or the total amount of this Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XVIII

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

<p>To County:</p> <p>County of El Dorado Community Development Agency Long Range Planning Division 2850 Fairlane Court Placerville, California 95667</p> <p>Attn.: David Defanti Assistant Director</p>	<p>With a copy to:</p> <p>County of El Dorado Community Development Agency Administration and Finance Division 2850 Fairlane Court Placerville, California 95667</p> <p>Attn.: Sherrie Busby Administrative Services Officer Contract Services Unit</p>
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or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dudek
 605 Third Street
 Encinitas, California 92024

Attn.: Frank Dudek, President

or to such other location as Consultant directs.

ARTICLE XIX

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

ARTICLE XX

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXI

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XXII

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

ARTICLE XXIII

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

ARTICLE XXIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVII, Default, Termination, and Cancellation, herein.

ARTICLE XXV

California Residency (Form 590): All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment

made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

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

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is David Defanti, Assistant Director, Community Development Agency, Long Range Planning Division, or successor.

ARTICLE XXX

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

ARTICLE XXXI

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

ARTICLE XXXII

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

ARTICLE XXXIII

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

ARTICLE XXXIV

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


Requesting Contract Administrator and Division Concurrence:

By: 

David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: 2/10/14

Requesting Department Concurrence:


By: 

Kimberly A. Kerr, Acting Director
Community Development Agency

Dated: 2/14/14

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

-- COUNTY OF EL DORADO --

By: 
Second Vice-Chair
Board of Supervisors
"County"

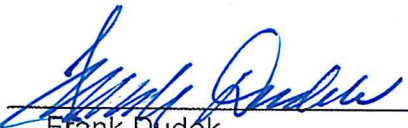
Dated: 3-19-14
Board date 3-11-14

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


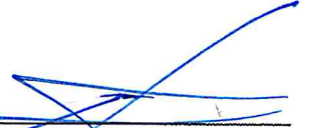
By: 
Deputy Clerk

Dated: 3-19-14
Board date 3-11-14

-- DUDEK --

By: 
Frank Dudek
President
"Consultant"

Dated: Mar. 18, 2014

By: 
~~June Collins~~ 
~~Corporate Secretary~~ CFO

Dated: 3-18-14

Dudek

AGREEMENT FOR SERVICES #425-S1411

EXHIBIT A

Scope of Work

BASE SCOPE OF WORK

TASK A – PROJECT MANAGEMENT

Task A-1: General Project Management and Project Updates

This task includes budget for Project meetings with team members, coordination, telephone/email communications, and general Project management and administration. Additionally, over the course of the entire Project, Consultant shall prepare monthly Project status updates in accordance with ARTICLE VI, Progress Reports, briefly outlining Project tasks completed during the past thirty (30) day period and tasks expected to be completed during the next thirty (30) days. Consultant shall submit monthly reports to County who will present the information to County's Board of Supervisors (Board). This task includes preparation of the monthly reports and communication with County and assumes preparation of fifteen (15) to seventeen (17) monthly reports. Consultant's attendance at monthly Board meetings to discuss the Project status is not expected and is not included in this Project task.

Deliverables:

- Email summaries of each meeting's decisions and discussions
- Up to seventeen (17) monthly progress reports

TASK B – GENERAL PLAN BIOLOGICAL RESOURCES POLICIES UPDATE

Task B-1: Background

Task Schedule: 1–2 weeks to complete task

Consultant shall review and compile documents relevant to County Biological Resource Policies, including the General Plan EIR and background studies, and the subsequent lawsuit in 1998. Consultant shall review the General Plan EIR analysis of how application of the biological resources policies would mitigate impacts from General Plan implementation. Consultant shall document the methods in which County sought to implement the policies and define key challenges that County faced in interpreting and applying the policies consistently, predictably, and fairly. During the review process, Consultant shall identify and summarize key issues along the historical Biological Resource Policies development timeline so that the process and need for the current update effort can be clearly understood and communicated. Consultant shall provide County with a draft memorandum identifying key historical issues, a list of all documents reviewed, and a digital copy (PDF) of all documents reviewed, where possible. Consultant shall incorporate comments received from County and shall prepare a final Key Historical Issues memorandum and submit this to County along with a final list of all documents reviewed and a digital copy (PDF) of each, where possible.

Deliverables:

- Draft and final Key Historical Issues memorandum
- Final list of all documents reviewed electronic
- Digital copy (PDF) of final list of all documents reviewed

Task B-2: Preliminary Options Memo

Task Schedule: 1–2 weeks to complete task

Starting from a clear understanding of County's history in developing and implementing the existing Biological Resources and Oak Woodland policies, Consultant shall prepare a Preliminary Options memorandum that outlines the broad policy approaches available to County and an outline of Consultant's proposed work program and schedule, including the public outreach process. A key topic in this discussion will be the differences between policies that require resource conservation, and associated monitoring and management of the conserved areas, compared to policies that provide a mitigation program for resources that are impacted through General Plan implementation. The memorandum shall discuss the varying levels of conservation efforts that may be included in a mitigation-based policy approach. Specific examples of County's existing policy language and policy language from other nearby and/or similar jurisdictions (with similar land use patterns and resources) shall be provided to develop this discussion. For each of the broad policy approaches, Consultant shall present a discussion of how the approach could address impacts from General Plan implementation as well as how it could be practically implemented in County's development review process, and shall discuss various cost considerations associated with each.

Consultant's memo shall also address the concept of self-implementing policies, the level of detail needed to attain this goal, and examples of policy language that can provide this. Self-implementing policies are those that define a process, integrated with County's existing development review procedures, which apply a clear and consistent set of terms and conditions to a site-specific resource inventory and proposed site plan in order to identify and address potential impacts to biological resources. Consultant shall work with County to develop policies that define County's biological resources and establish clear standards that can be applied consistently throughout General Plan implementation to minimize and compensate for impacts to those resources. Once the terms and conditions for resource management are established by the General Plan and any other planning documents, County staff could apply the applicable standards based on site-specific resource inventories and proposed site plans and improvements.

The memo shall outline specific resource issues addressed in County's existing policies and options for updating County's approach to these resources in a way that allows County's land use and economic development goals to guide General Plan implementation while recognizing and appropriately addressing County's goals for resource management.

Consultant shall submit this memo to County for review and meet with County to discuss the memo content; revisions to the memo; and content, format, and goals of Board Meetings No. 1 and No.2, which are listed in Task B-3, below. Following the meeting with County, Consultant shall finalize the Preliminary Options memo and submit it to County for inclusion in the Board Hearing Packet.

Deliverables:

- Preliminary Options memorandum

Task B-3: Board Meetings No. 1 and No. 2

Task Schedule: 3 weeks to complete task

Board Meeting No. 1 – Using the Key Historical Issues and Preliminary Options memorandums as a foundation, Consultant shall present a history of the issues, an overview of the anticipated process to update the General Plan policies, and a clear description of the options for the direction that the policy update may take. Consultant envisions this as a half-day educational workshop for the Board with adequate time for questions and interaction. Consultant shall summarize past decisions and actions that have shaped the current reality, with a focus on bringing the Board up to speed on the current issues with the policies, the requirements County must meet as a result of the lawsuit, County's options for resolution of the issues, and how those options would influence implementation of the General Plan and achievement of County's

economic development goals. The educational workshop shall also include a summary of relevant approaches and policies from surrounding counties, and shall describe the anticipated policy update process and schedule.

The goal of this meeting will be to make sure that all Board members have a common understanding of the history of the Biological Resource and Oak Woodland policies and their implementation, the state and adequacy of existing studies, and the upcoming critical path decisions that need to be made (including the timeline for making these decisions). County should also agree that the options on the table generally reflect Board goals.

Consultant shall revise the Board memo as necessary to reflect changes or clarifications discussed at the meeting. If such revisions are necessary, Consultant shall make the required changes as soon as possible, distribute to County for review, finalize the revisions, and submit the memo to County for distribution to the Board for their consideration in preparation for Board Meeting No.2. Consultant shall plan and shall execute this meeting in conjunction with County.

Board Meeting No. 2 – Approximately two (2) weeks after Board Meeting No. 1, Consultant shall facilitate a second discussion of the issues with the Board. The goal of this meeting is to reach consensus regarding direction on the policy approach options that will be presented to the general public. Although this is scoped as a half-day meeting, the intention is to work with the Board to reach consensus in a few hours. Consultant shall present the approach to stakeholder outreach and presentation and the Board will approve at this meeting.

Policy Options Memo – Consultant’s staff shall prepare a new Policy Options memorandum based on Board direction. This memo shall be used to inform the Board of the content of the public outreach sessions. The Policy Options memorandum shall present a more detailed discussion of County’s specific options for each policy being updated, again with the goal of developing policies that are clear, easily understood, and self-implementing.

For each of the policies being updated, Consultant shall present the existing text of the policy, summarize key problems in implementing the policy as currently written, outline several options for updating the policy within the context of the policy-approach direction provided by the Board, and outline the pros and cons of each option. The pros and cons will consider issues such as ease of interpretation and consistent application of the policy to development projects, how the policy would influence General Plan implementation in County, ease of application from the perspective of County staff and decision makers as well as from the perspective of Project applicants, and the degree to which the policy will meet County’s goals for resource management. Consultant shall also identify other policies that may require other revisions to be consistent with the updates to the six (6) primary policies addressed in this Base Scope of Work.

This Policy Options memorandum shall be submitted to County for review and comment prior to presenting the information to the public as listed in Task B-4, below.

Deliverables:

- Up to two (2) presentations to the El Dorado County Board of Supervisors.
- Updated Policy Options memorandum

Task B-4: Public Outreach

Task Schedule: 3 weeks to complete task

Public Noticing – Consultant shall discuss standard noticing practices for County and shall prepare a program for public noticing for this effort. Based on strategies previously confirmed with County and in the scope of work for Board Meeting No. 2, Consultant shall ensure that all relevant stakeholder groups are noticed and given the opportunity to provide input into the process. This may require targeted outreach

calls in addition to standard noticing practices. This scope of work includes placing meeting notices in three (3) newspapers (e.g., the *Mountain Democrat*, *Folsom Telegraph*, and *The Sacramento Bee*) and up to five (5) online sources. Consultant shall draft the announcement for the public outreach workshop(s) for County approval.

Public Outreach Facilitation – Following Board Meeting No. 2, Consultant shall work with staff to determine the optimal strategy and forum for the public outreach workshop(s). Consultant shall work with County to determine the optimal methods (e.g., one presenter, information stations, combination of both, or one or more workshops) for presenting the relevant information, number of public meetings to hold, and overall outreach program, and Consultant shall prepare the materials to support the selected program. For budgeting purposes, this scope of work assumes that there will be two (2) public outreach workshops and the production of up to ten (10) informational boards and up to ten (10) pages of handouts.

Consultant shall document the public's feedback so that information is clear and available for Task C - EIR. The public's feedback will provide information for the California Environmental Quality Act (CEQA) process in Task C. The scope of work assumes that members of the public will be given one (1) week after the public outreach workshop(s) to submit comments in writing. Consultant shall record the public comments by collecting comments recorded during the meeting (flip charts or white boards). Consultant shall also provide and facilitate public sign-in and the collection of written comments, if required.

Final Policy Options Memo – Consultant shall summarize the public outreach findings and revise the Policy Options memorandum as needed. The final Policy Options memorandum shall be submitted to County for review and shall be included in the Board hearing packet for Board Meeting No. 3, included in Task B-5, below.

Deliverables:

- Public noticing draft announcement
- Public input documentation
- Up to two (2) Public Outreach workshops with handouts
- Final Policy Options memorandum

Task B-5: Board Meetings No. 3 and No. 4

Task Schedule: 3 weeks to complete task

Board Meeting No. 3 – Consultant shall present the public outreach feedback and updated policy options to the Board following the public outreach meeting(s). If necessary, Consultant shall interview key individuals to clarify and/or elaborate on information presented during the public outreach process. This scope of work assumes four (4) thirty (30) minute telephone interviews.

Task Schedule: 3 weeks to complete task

Board Meeting No. 4 – Consultant shall attend the Board meeting to receive final direction on development of draft policy language.

Deliverables:

- Two (2) presentations
- Policy Options memorandum

Task B-6: Draft Policy Language

Task Schedule: 4 weeks to complete task

Following direction from the Board, Consultant shall prepare full Draft Biological Policy language with revisions, which may include preparation of a Draft Oak Woodland Management Plan (OWMP), including draft regulations and standards related to oak trees and oak woodlands. Portions of the draft language may be discussed throughout the preceding tasks; however, this task allows for revisions to all affected policies.

Based on direction from the Board, as well as a comprehensive review of the issues that have arisen during the Integrated Natural Resources Management Plan (INRMP) and OWMP processes, Consultant shall revise and streamline County's biological and oak resource policies, focusing on policies 7.4.2.8, 7.4.2.9, 7.4.4.4, 7.4.4.5, 7.4.5.1, and 7.4.5.2. In addition, the Consultant shall consider options for review and implementation of Agriculture and Forestry Element Policy 8.1.3.4. The updated policies shall be self-implementing, meaning that they will define a process, integrated with County's existing development review procedures, that applies a clear and consistent set of terms and conditions to a site-specific resource inventory and proposed site plan in order to identify and address potential impacts to biological resources.

Potential options for policy 7.4.2.8 include retaining the INRMP program, streamlining the program to various degrees, and/or eliminating the program. Retained elements of policy 7.4.2.8 may include some combination of the habitat inventory, wildlife movement corridor and road undercrossing guidelines, mitigation assistance, and/or habitat acquisition, management, monitoring, and funding. Options for policy 7.4.2.9 include keeping the Important Biological Corridor (IBC) overlay provisions as they are, streamlining them to various degrees, and/or eliminating the IBC overlay. Retained elements of policy 7.4.2.9 may include requirements that projects not conflict with the IBC overlay; establishment of standards for minimum parcel size, contiguous areas, and minimum corridor widths; and/or restrictions on barriers to wildlife movement.

Potential options for oak woodland-related policies (Policies 7.4.4.4, 7.4.4.5, 7.4.5.1, and 7.4.5.2) include language revisions to ensure consistency between policies, consolidation of two (2) or more policies, development of a two-tiered approach to oak tree/woodland mitigation, and/or completion of an updated OWMP. An updated OWMP would utilize all applicable data and information in County's original OWMP and would be streamlined and focused on updated policy language, and shall include necessary background information. The OWMP would also consider current state law regulating impacts to oak woodlands (California Public Resources Code [PRC] Section 21083.4). The content of oak woodland-related policy language will be based on Board direction (Task B-5).

Consultant shall address mitigation options for projects impacting oak woodlands or oak trees in the oak woodland-related policies. Oak tree or woodland mitigation options shall be clear and consistent across all policies and shall consider the requirements of California PRC Section 21083.4. Direction from the Board will dictate oak woodland-related mitigation approaches, which may include woodland or tree preservation, tree planting, degraded woodland enhancement, and/or fee payment. Oak woodland-related mitigation shall be clear and implementable, and conflicting or otherwise unclear language in the existing policies shall be revised or updated.

Following completion of the Draft Biological Policies and OWMP (if prepared), a complete digital copy (PDF) of the each, as applicable, shall be provided to County. These drafts shall be used for the Project description for the EIR for the Project (Task C).

Deliverables:

- Draft Biological Policies and Oak Woodland Management Plan (if prepared) in PDF

Task B-7: Final Policy Language and Final Oak Woodland Management Plan

Task Schedule: 2 weeks following completion of Final EIR

Following completion of the Final EIR, Consultant shall finalize the Biological Resources Policy language (and OWMP, if applicable). Consultant shall incorporate all modifications identified during the EIR process. A complete digital copy (PDF) of the final Biological Resources Policy language (and OWMP, if applicable) shall be provided to County upon completion.

Deliverables:

- Final Biological Resources policy language
- Final Oak Woodland Management Plan, if applicable

TASK C – EIR

Task Schedule: 34–42 weeks to complete task

Task C-1: Initial Study and Scoping

Consultant shall prepare a detailed Initial Study to analyze potential impacts and focus out of the EIR further discussion of issues and impacts clearly demonstrated to be less than significant. It is likely that the Initial Study would focus the EIR on issues of biology, land use, and visual impacts; however, Consultant's determination shall be made upon review of the analyses presented in the Initial Study. Consultant shall fully analyze agricultural/forestry issues in these sections. Consultant shall prepare a Notice of Preparation (NOP) for the Draft EIR and submit an Administrative Draft Initial Study and Administrative Draft NOP for County's review. Once approved by County, Consultant shall provide one (1) reproducible copy of the final NOP with the final Initial Study attached and one (1) electronic copy of the NOP and Initial Study. Consultant shall also distribute fifteen (15) copies of the NOP with the Final Initial Study attached to the California State Office of Planning and Research Clearinghouse.

During the thirty (30) day NOP public review period, Consultant shall plan, facilitate, and attend one (1) public outreach workshop. This workshop shall solicit the public's input on the content of the EIR. Consultant shall prepare materials for this workshop, including a fact sheet providing a summary of the material presented at the public outreach workshop(s), final direction from the Board, and listing key environmental issues to be addressed in the CEQA document.

Deliverables:

- One (1) public outreach workshop, including materials and fact sheet
- One (1) reproducible copy and one (1) electronic copy of the final NOP with the Initial Study attached
- Fifteen (15) copies of the NOP with the Initial Study attached

Task C-2: Administrative Draft EIR

Consultant shall prepare the Administrative Draft EIR (ADEIR) from the information, criteria, and analyses developed in the above tasks. The ADEIR shall be prepared in accordance with current CEQA Guidelines, case law, and El Dorado County's standards and procedures. The following presents the proposed outline of the EIR, as well as strategic considerations related to the preparation and presentation of individual sections.

Introduction

Consultant shall present in the Introduction the objectives of the proposed Biological Resources Policies and OWMP (if applicable). These objectives shall be used to frame and define reasonable and feasible alternatives. In this section, Consultant shall describe the relationship of the planning process to that of the environmental review process and the planning and scoping processes through which the proposed General Plan updates and the EIR scope were developed. The Introduction shall also describe the role of

the EIR in the overall planning process, the procedural steps by which the EIR will be processed, and the programmatic nature of the environmental analysis.

Summary

In the Summary, Consultant shall include a summary table and narrative that describes the proposed Biological Resources Policies and OWMP, their significant environmental effects, the mitigation measures that would reduce or avoid those significant effects, the residual levels of impact significance after mitigation, and the principal areas of public controversy.

Project Description

County's objectives for the Project and the proposed Biological Resources Policies and OWMP shall be described in text, tabular, and graphic forms. The public will be referred to the EIR Introduction for information concerning the background, processing, and scheduling of the planning and environmental process.

Alternatives

As required by CEQA Guidelines, in the Alternatives section included in the EIR, Consultant shall address a reasonable range of feasible alternatives that meet most of the Project objectives and that reduce or avoid one (1) or more significant effects of the proposed policy update. Consultant shall meet with County to formulate up to three (3) Project alternatives for analysis. Upon completion of this task, Consultant shall provide a matrix comparison of impacts and identify the environmentally superior alternative.

The narrative of each alternative shall consist of three (3) subsections:

- Description of alternative
- Distinctive environmental characteristics of alternative, which shall identify the major differences between the impacts of the proposed Project and those of the alternative
- Status of alternative, which shall indicate the status of each alternative and its relative environmental advantages and/or disadvantages

The Alternatives chapter included in the EIR shall also identify any alternatives considered but rejected as infeasible, and the reasons for finding them infeasible.

Environmental Setting, Impact, and Mitigation

To facilitate report continuity and minimize redundancy in each environmental topic, Consultant shall present setting, impact, and mitigation in one (1) unified section of the EIR. As required by the CEQA Guidelines, the setting shall describe the environment in the study area as it exists at the time of the NOP. The setting will be presented from local, subregional, and/or regional perspectives, as appropriate to each environmental topic. As described above, this scope of work assumes the EIR shall be focused primarily on the environmental issues discussed below.

Consultant shall present the environmental effects of the Project under each topic of analysis. The effects of the Project shall be defined as changes from the Environmental Setting that are attributable to the Project. It is anticipated that many of the Biological Resources Policies and the OWMP will mitigate, at least to some extent, potential impacts. Consultant shall assign the same technical specialists to the Biological Resources Policies and OWMP development and the EIR to ensure the two (2) documents are closely coordinated and policies are effective at mitigating impacts. Consultant shall present the mitigation discussion by environmental topic, as required by CEQA Guidelines, and shall distinguish any measures proposed and accepted by County from any other measures identified in the EIR. Consultant shall identify any significant environmental effects due to the mitigation measures.

- **Land Use/Planning:** In the land use and planning section of the EIR, Consultant shall evaluate the buildout capacity of the existing General Plan land use designations in the context of development opportunities and constraints under the proposed Biological Resources Policies and OWMP. Consultant shall also consider whether development patterns allowed under the proposed policies and OWMP could result in land use conflicts or incompatibilities and shall evaluate the degree to which these development patterns will be consistent with regional land use plans. This section of the EIR will discuss the types of land uses existing in and planned for the community, including agricultural uses and forestry resources, and consider whether development under the proposed policies and OWMP could adversely affect agricultural activities and forestry resources in County.
- **Biological Resources:** In the biological resources section of the EIR, Consultant shall provide a description of the existing biological resources within the study area, and shall identify special-status plant or wildlife resources, special-status vegetation communities and/or riparian communities, and wildlife movement corridors that could be impacted by the proposed Biological Resources Policies and OWMP. It is anticipated that the proposed Biological Resources Policies and OWMP will primarily protect, and/or mitigate impacts to, existing biological resources within the study area.
- **Visual Resources:** In the visual resources section of the EIR, Consultant shall describe the visual character of the study area and visual impacts that may result from implementation of the proposed Biological Resources Policies and OWMP. Consultant shall identify view corridors in the study area and analyze whether development patterns under the proposed Biological Resource Policies and OWMP could result in adverse changes to public views, including views from short- and long-range vantage points.

Statutory Sections

The EIR shall contain the following additional EIR sections, as required by CEQA:

- Significant Environmental Effects of the Proposed Biological Resources Policies and OWMP (including significant unavoidable effects)
- Irreversible Environmental Changes
- Effects Found Not to Be Significant
- Distribution List, and Persons and Organizations Consulted

Appendices

Consultant shall prepare appendices, such as supporting technical studies, as appropriate. The Draft EIR shall be self-contained and fully comprehensible without reference to appendices.

Consultant shall submit five (5) bound copies and one (1) electronic file of the ADEIR to County for review. County will review the document and provide Consultant with one (1) consolidated set of comments.

Deliverables:

- Five (5) bound copies and one (1) electronic file of the ADEIR

Task C-3: Screencheck Draft

After County reviews the ADEIR, Consultant shall incorporate the necessary revisions into the document. Consultant and any other appropriate members of Consultant's team may meet with County to discuss the ADEIR. Consultant shall revise the ADEIR and produce a preliminary Draft EIR. Consultant shall make the necessary revisions to the ADEIR and shall submit one (1) copy of a Screencheck Draft EIR for approval by County.

Deliverables:

- One (1) copy of a Screencheck Draft EIR

Task C-4: Public Draft

Upon County approval of the Screencheck Draft EIR, Consultant shall prepare and submit twenty-five (25) bound copies and one (1) electronic file of the Draft EIR. Consultant shall also deliver fifteen (15) copies of the Draft EIR and Notice of Completion to the State Clearinghouse to start the forty-five (45) day review period.

Consultant shall assist County in preparing a Notice of Availability (NOA) to advertise the Draft EIR for public review. This scope of work assumes that Consultant, with County's assistance, shall compile a mailing list, distribute NOA to interested parties, and publish NOA in three (3) local newspapers.

Consultant shall also attend one (1) public outreach workshop to receive comments on the Draft EIR and shall provide a brief overview of the environmental process and findings of the Draft EIR for presentation at this meeting.

Deliverables:

- One (1) public outreach workshop
- Twenty-five (25) bound copies and one (1) electronic file of the Draft EIR
- Fifteen (15) copies of the Draft EIR and Notice of Completion to the State Clearinghouse

Task C-5: Final EIR

After close of the forty-five (45) day comment period, Consultant shall analyze public comments received by bracketing and numbering each individual comment within each comment letter and prepare responses to each comment. The public comments and responses shall be compiled into an Administrative Draft Final EIR for County review. After receipt of one (1) set of consolidated comments on the Administrative Draft Final EIR, Consultant shall prepare a Final EIR that shall include all comments received, responses to comments, and any changes to the text of the Draft EIR.

Consultant shall prepare the Mitigation Monitoring and Reporting Program (MMRP). The MMRP shall be prepared in a tabular form with each mitigation measure, timing, entity responsible for implementation, and method of compliance identified. A draft MMRP shall be provided with the Administrative Draft Final EIR.

Deliverables:

- Fifteen (15) hard copies and an electronic copy of the Administrative Draft Final EIR and Final EIR
- Fifteen (15) hard copies and an electronic copy of the draft MMRP Program

Task C-6: Planning Commission Hearing and Board Approval

Consultant shall attend and shall make a brief presentation during a Planning Commission hearing on the General Plan policies and EIR recommendation to the Board and Planning Commission. Consultant shall attend and make a brief presentation during the Board meeting to facilitate the approval process. It is assumed there will only be one (1) presentation at the Planning Commission and one (1) presentation to the Board. A PowerPoint presentation shall be prepared for these hearings if required by County's Contract Administrator. Consultant shall be available to answer any questions at the presentations, if requested by County's Contract Administrator. In addition, Consultant shall work with County to prepare the staff reports for the Planning Commission and Board presentations. If Consultant's attendance is required at more than two (2) hearings/Board meetings, County's Contract Administrator shall issue a written Task Order for the additional hearing/Board meetings.

Deliverables:

- One (1) presentation to the El Dorado County Planning Commission
- One (1) presentation to the El Dorado County Board of Supervisors
- Electronic staff reports for the Commission and Board hearings

OPTIONAL TASK

B-6a: Update Priority Conservation Areas

Task Schedule: 4 weeks to complete task

If final direction from the Board includes revising and updating the Priority Conservation Areas (PCAs), Consultant shall conduct a priority analysis to identify parcels in County that could be prioritized for oak woodland preservation. PCAs shall be identified as target areas for conservation easement acquisition (or other identified mechanisms), utilizing the funds derived from oak woodland mitigation fee payments identified in the OWMP or updated policy language. Consultant shall update the PCAs using a geographic information system (GIS)-based overlay analysis approach. Utilizing GIS raster overlay tools, Consultant shall classify conservation data sets and their values assigned a weight to reflect their importance. The approach and value weighting effort would be conducted in coordination with County and shall reflect the priorities of stakeholders. The following conservation data sets may be included in the overlay analysis:

- Existing PCA data
- Land ownership and land use data, including General Plan designations
- El Dorado County parcel data
- El Dorado County's Important Biological Corridor and Ecological Preserve data
- Oak woodland mapping data (CalVEG)
- U.S. Forest Service Forest Inventory and Analysis data (linked to CalVEG)
- California Department of Fish and Wildlife data (California Essential Habitat Connectivity Project)
- Zoning data
- Other data as necessary

Upon completion of the value weighting effort, Consultant shall add together the selected conservation values in a GIS calculator procedure to develop an overall priority conservation score across County. This resulting file shall include a range of values derived from an aggregation of conservation values analyzed. Higher numeric values would represent higher conservation value, while lower numeric values would represent lower conservation value. Consultant shall classify the conservation values in to low, medium, and high categories. The resulting conservation value file shall be an Environmental Systems Research Institute (ESRI) grid file, which shall be provided to County.

Deliverables:

- Electronic copy of ESRI grid file

SUPPLEMENTAL TASKS

If County determines it is necessary to proceed with Supplemental Tasks to supplement or modify the Base Scope of Work or Optional Task B-6a for the Project, Supplemental Tasks in the form of Task Orders will be issued, pursuant to the provisions of this Agreement.

Dudek

Agreement for Services #425-S1411

Exhibit B

Schedule of Charges

ENVIRONMENTAL SERVICES

Principal	\$180.00/hr
Senior Project Manager/Specialist II	\$175.00/hr
Senior Project Manager/Specialist I	\$170.00/hr
Environmental Specialist/Planner VI	\$165.00/hr
Environmental Specialist/Planner V	\$160.00/hr
Environmental Specialist/Planner IV	\$150.00/hr
Environmental Specialist/Planner III	\$140.00/hr
Environmental Specialist/Planner II	\$130.00/hr
Environmental Specialist/Planner I	\$120.00/hr
Analyst	\$100.00/hr
Planning Research Assistant	\$75.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist	\$150.00/hr
Senior Designer	\$135.00/hr
Designer	\$125.00/hr
Assistant Designer	\$120.00/hr
GIS Specialist IV	\$140.00/hr
GIS Specialist III	\$130.00/hr
GIS Specialist II	\$120.00/hr
GIS Specialist I	\$110.00/hr
CADD Operator III	\$115.00/hr
CADD Operator II	\$110.00/hr
CADD Operator I	\$95.00/hr
CADD Drafter	\$85.00/hr
CADD Technician	\$75.00/hr

SUPPORT SERVICES

Technical Editor III	\$140.00/hr
Technical Editor II	\$125.00/hr
Technical Editor I	\$110.00/hr
Publications Assistant III	\$100.00/hr
Publications Assistant II	\$90.00/hr
Publications Assistant I	\$80.00/hr
Clerical Administration II	\$70.00/hr
Clerical Administration I	\$65.00/hr

Other direct costs including rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, and other outside services authorized herein, shall be invoiced at Consultant's cost, with a fifteen percent (15%) markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

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

Dudek

Agreement for Services #425-S1411

Exhibit C

Cost Proposal*

Base Scope of Work

Task A - Project Management		
Task A-1	General Project Management and Project Updates	\$ 23,280.00
Task B - General Plan Biological Resources Policies Update		
Task B-1	Background	\$ 15,760.00
Task B-2	Preliminary Options Memo	\$ 25,520.00
Task B-3	Board Meetings No. 1 and No. 2	\$ 28,360.00
Task B-4	Public Outreach	\$ 46,560.00
Task B-5	Board Meetings No. 3 and No. 4	\$ 16,800.00
Task B-6	Draft Policy Language	\$ 20,400.00
Task B-7	Final Policy Language and Final Oak Woodland Management Plan	\$ 10,840.00
Task C - EIR		
Task C-1	Initial Study and Scoping	\$ 10,920.00
Task C-2	Administrative Draft EIR	\$ 63,760.00
Task C-3	Screencheck Draft	\$ 17,400.00
Task C-4	Public Draft	\$ 5,960.00
Task C-5	Final EIR	\$ 37,360.00
Task C-6	Planning Commission Hearing and Board Approval	\$ 9,760.00
	Consultant Subtotal	\$ 332,680.00

Other Direct Costs \$ 6,900.00
\$ 6,900.00

Optional Task Estimate - Task B-6a Update Priority Conservation Areas \$ 19,520.00
\$ 19,520.00

Supplemental Tasks \$ 18,000.00
\$ 18,000.00

Total Proposed Agreement Budget Cost Estimate \$ 377,100.00

*All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein, among the various Base Scope of Work tasks, Other Direct Costs, Optional Task Estimate, and Supplemental Tasks identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.