

AGREEMENT FOR SERVICES #245-S1011

COUNTY FILE NUMBERS A08-0017, Z08-0041, PD08-0027, TM08-1486

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 Michael Brandman Associates, a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2000 "O" Street, Suite 200, Sacramento, CA 95811 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist in the preparation of a legally and technically adequate Environment Impact Report (hereinafter referred to as "EIR") for the development project described as follows: Proposed development of a mixed-use subdivision located north of Highway 50 in El Dorado County, California. This approximately 177-acre high-density, mixed-use development project would construct 290 residential lots (132 Village Lots, 84 Neighborhood Lots, and 74 Estate Lots) and a Village Center (including three commercial lots) on Assessor's Parcel Numbers (APNs) 323-640-01, -02, -06, and -07 in Western El Dorado County, north of Green Valley Road. Other features of the mixed-use development include common areas such as a pool, outdoor gathering area, gazebo, and open space area with walkways. In addition, the project site currently has a 100-year-old barn, which will be incorporated into project designs. Keeping the barn on site will enable the barn to be utilized by the project for community events and programs such as farmers' markets and community meetings. The project would also construct park improvements on a 2.7-acre parcel located on APN 317-250-48. The project will require minor improvements to the local roadway system; including, signage and stripping, sidewalks, and landscaping along Campus Drive, which will also require a minor extension that will ultimately connect it to "Offsite Road H." Currently, the project parcels are zoned for agricultural use (AE) and the project will therefore require rezoning as well as a General Plan Amendment. Two of the subject parcels are located within the El Dorado Irrigation District (EID) service area, but the other two parcels will require annexation via El Dorado LAFCO; and

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.

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 "Scope and Cost Proposal" attached hereto and made a part hereof as Exhibit A. The "Project Description/Understanding" section of the "Scope and Cost Proposal," Exhibit A, is only an outline of the work. 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. This Agreement may be extended for one (1) additional one (1)-year period if mutually agreed between the parties hereto in writing not less than thirty (30) days prior to the expiration of the then current Agreement.

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 (GGV Greenwood, LLC) 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, County shall pay to Consultant a sum not to exceed one hundred sixty-seven thousand five hundred and ninety-one dollars and no cents (\$167,591.00) as outlined in "Cost Estimate – Detail" attached hereto and made a part hereof as Exhibit B, which said sum shall be in full compensation for all services hereunder, including

additional analysis of the project based on comments received on the Draft EIR, preparation of the Final EIR, and Consultant's attendance at weekly meetings and all necessary public hearings.

This sum is inclusive of all personnel costs, travel costs, costs of materials, overhead, and profit. This sum may be subject to modification upon mutual agreement memorialized pursuant to Section 26 hereof. Said payment shall be made as follows:

- (1) Upon submission of the Administrative Draft EIR to County, Consultant shall be paid additional amounts on a monthly basis upon submission and approval of invoices, such that the paid-to-date shall not exceed a cumulative total of eighty-five (85) percent of the amount of the contract sum.
 - (2) Upon submission of an acceptable Final EIR, Consultant shall be paid additional amounts, such that the total paid-to-date shall not exceed a cumulative total of ninety (90) percent of the amount of the contract sum.
 - (3) Upon the occasion of a final decision by the certifying authority as to the Final EIR, or thirty (30) days after acceptance of the Final EIR by County staff, whichever occurs first, Consultant shall be paid additional amounts, such that the total paid-to-date shall not exceed a cumulative total of one-hundred (100) percent of the amount of the contract sum.
- C. Subject to Sections A and B above, Consultant will submit monthly invoices and County will pay such invoices within thirty (30) days of receipt.

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 Principal. Consultant shall have a Responsible Principal who shall be responsible for Consultant's obligations under this Agreement who shall serve as principal liaison between County and Consultant. Designation of another Responsible Principal by Consultant is subject to a mutually agreed upon written amendment. The name of the Responsible Principal is Trevor Macenski, MS, REA.

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 effect 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 VIV

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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

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 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 X

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
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: ROGER P. TROUT, DEVELOPMENT SERVICES DIRECTOR

Or to such other location as County directs.

With a carbon copy to:

COUNTY OF EL DORADO
CHIEF ADMINISTRATIVE OFFICE
PROCUREMENT AND CONTRACTS DIVISION
330 FAIR LANE
PLACERVILLE, CA 95667
ATTN: GAYLE ERBE-HAMLIN, PURCHASING AGENT

Notices to Consultant shall be addressed as follows:

MICHAEL BRANDMAN ASSOCIATES
2000 "O" STREET, SUITE 200
SACRAMENTO, CA 95811
ATTN: TREVOR MACENSKI, MS, REA

Or to such other location as Consultant directs.

ARTICLE XI

Indemnity: Consultant shall defend, indemnify, and hold 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 Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subconsultant(s) and employee(s) of any of these, except for the sole, or active negligence of 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 XII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) 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 El Dorado County 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 the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, 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 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, 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 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 the protection of County.

ARTICLE XIII

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 XIV

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 XV

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 XVI

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

ARTICLE XVII

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

ARTICLE XVIII

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 XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Pierre Rivas, Principal Planner, Development Services Department, or successor.

ARTICLE XX

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 XXI

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 XXII

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 XXIII

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: _____ Dated: _____
Pierre Rivas, Principal Planner
Development Services Department

Requesting Department Head Concurrence:

By: _____ Dated: _____
Roger P. Trout, Director
Development Services Department

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:

Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

-- CONSULTANT --

MICHAEL BRANDMAN ASSOCIATES
(A CALIFORNIA CORPORATION)

By: _____

Jason Brandman
Executive Vice President
"Consultant"

Dated: _____

By: _____

Corporate Secretary

Dated: _____

Exhibit A

Agreement #245-S1011

Scope and Cost Proposal

Project Description / Understanding

Michael Brandman Associates (MBA) understands that GGV Greenwood is proposing the development of a mixed-use subdivision located north of Highway 50 in El Dorado County, California. This approximately 177-acre high-density, mixed-use development project would construct 290 residential lots (132 Village Lots, 84 Neighborhood Lots, and 74 Estate Lots) and a Village Center (including three commercial lots) on Assessors Parcel Numbers (APNs) 323-640-01, -02, 06-, and -07 in western El Dorado County, north of Green Valley Road. Other features of the mixed-use development include common areas such as a pool, outdoor gathering area, gazebo, and open space area with walkways.. In addition, the project site currently has a 100-year-old barn, which will be incorporated into project designs. By keeping the barn on site, it will be utilized by the project for community events and programs such as farms markets and community meetings. The project would also construct park improvements on a 2.7 acre parcel located on APN 317-250-48. Furthermore, the project will require minor improvements to the local roadway system; including, signage and stripping, sidewalks, and landscaping along Campus Drive. Campus Drive will also require a minor extension that will ultimately connect to "Offsite Road H". Currently the project parcels are zoned for agricultural use (AE) and the project will therefore require rezoning as well as a General Plan Amendment. Two of the subject parcels are located within the EL Dorado Irrigation District (EID) service area, but the other two parcels will require annexation via El Dorado LAFCO.

Given the range of issues associated with the proposed project, including the need for rezoning and General Plan amendment, MBA understands that the County of El Dorado (County) will be requiring GGV Greenwood to prepare an Environmental Impact Report (EIR) to satisfy the requirements of the California Environmental Quality Act (CEQA) and County's General Plan.

MBA has prepared this scope of work and cost estimate based on the information provided by GGV Greenwood and conversations with the project architect/planner, Brad Nelson of LPA Sacramento, Inc., and the project engineer / coordinator, Bobbie Lebeck of Lebeck Young. Our estimate assumes that the following materials will be made available to MBA at the project initiation (or as soon as feasible thereafter): updated Biological Resources Assessment , Wetland Delineation, oak tree report, that evaluate the proposed Greenwood Road improvements; in addition to and Phase 1 Environmental Site Assessment (ESA). MBA assumes that we will coordinate directly with project's traffic engineer (Kimley-Horn Associates (KHA)), geotechnical and Phase 1 ESA consultant (Youngdahl Consulting Group, Inc.), biological resources consultant (North Fork Associates), and cultural resources consultant (Peak and Associates, Inc.) as appropriate, to expedite the transfer of pertinent information into the draft EIR. MBA understands that the project is in the pre-application stages and that the project team members are currently in the process of compiling and preparing the County-required components of the project applications. The CEQA component of the project is anticipated to begin in October 2009. Based on the project schedule, MBA anticipates that our involvement with the project will begin in October and that the completion schedule for the EIR will be approximately nine months following the County's acceptance of GGV Greenwood's project application as being complete.

The previous scope of work submitted in September 2008 did not account for the "offsite" improvements that are now proposed as part of the Project. Newly proposed as part of the Project is the off site sewer lift stations and associated infrastructure and the Campus Drive



roadway improvements. As a result, the following scope of work includes analysis of the proposed project as depicted included in tentative map dated September 2009. Changes to the project area to include lands located outside of those discussed above could require that MBA revisit the scope of work seek augmentation of the project budget.

Scope of Work

MBA will prepare an EIR for the Greenwood Hills Subdivision Project (project) in accordance with CEQA, the State CEQA Guidelines, and the County's CEQA compliance guidelines, as appropriate. The EIR will include a description of the existing conditions, project-related and cumulative impacts, and mitigation measures discussions designed to avoid or reduce impacts. Text will be supplemented with graphics and summary tables to present information in a concise and easily understood format. The proposed scope of work that follows is organized into major tasks.

Task 1: Project Description and Alternatives

MBA will work with the Project Team to formulate a working description for the project that articulates the major project components, overall project goals and objectives, and relationship to the County General Plan and other guiding documents. As part of this task, MBA will also describe the alternatives considered but rejected from analysis (with the reasons for rejection) and will assist GGV Greenwood in identifying and describing any reasonable alternatives, with no more than three alternatives being analyzed, in addition to the proposed project and the No Project alternative that is required under CEQA. MBA will provide the draft project descriptions to the County for review and input. This task allows for one round of project description and alternatives revisions resulting from County review. If more than one submittal of the draft Project Description and Alternatives is required, MBA would need to revisit / augment the budget, as necessary.

Task 2: Notice of Preparation

Upon acceptance of the project application(s) as being complete, MBA will prepare the Notice of Preparation (NOP) for the project. The NOP will include the appropriate State and County form(s), a brief summary description of the scope and content of the project, project exhibits, and a brief discussion of environmental issues. MBA will provide copies of the administrative draft and draft NOPs to GGV Greenwood and the County for review and acceptance. Upon acceptance, MBA will reproduce and distribute 15 copies (CD/PDF) to the State Clearinghouse and will provide one copy to GGV Greenwood. One camera-ready original and one CD/PDF formatted copy of the NOP will be submitted to the County for distribution by the Development Services division to responsible and trustee agencies and any known special interest groups or person. MBA assumes that the County will provide MBA and GGV Greenwood with all comments received during the 30-day NOP circulation period. MBA will take these comments into account when preparing the Administrative Draft EIR.

Task 3: Scoping Process and Public Outreach

MBA will coordinate with County staff in conducting up to two (2) public outreach/scoping meetings to discuss the proposed project. MBA will be responsible for collecting and compiling all information provided by the public for consideration in determining the issues to

be analyzed in the EIR. MBA will prepare a matrix of issues raised during the scoping process and draft recommendations for addressing those issues. MBA will assist the County in determining the format, strategies, and content of the scoping presentations as well as in preparing and noticing the meeting, preparing visuals and handouts and other meeting logistics, as necessary. As part of the early consultation process, this task would include a meeting with El Dorado LAFCO on the EIR content to ensure that the EIR includes all of the information necessary for the LAFCO to process the project application for annexation. MBA will provide a brief summary of this meeting and determine if an augment to contracted scope of work will be required.

Task 4: Peer Review Technical Studies Prepared By Others & Conduct Technical Studies / Prepare Technical Reports

MBA will peer review the following technical studies prior to incorporating their results into the Administrative Draft EIR:

- Archeological Records Search and Archeological Survey and Report
- Wetland Delineation
- Biological Resources Study
- Oak Tree Report
- Traffic Study
- Geotechnical Report
- Preliminary Drainage Report
- Phase 1 Environmental Site Assessment

During the peer review process, MBA will evaluate factors such as the area studies (to ensure that the complete APE / project study area has been reviewed), methodologies, and findings/recommendations. MBA assumes, for purposes of this proposal, that all of the studies prepared by others will be deemed acceptable for incorporation.

As part of this task, MBA, in conjunction with our subconsultants, will also conduct air quality and noise analyses. The results of the air quality analysis will be incorporate directly into the EIR; a stand-alone noise report will be prepared by Bollard Acoustical Consultants for incorporation into the EIR. These subtasks are described in more detail below.

Air Quality: MBA will prepare an air quality analysis that will largely be incorporated directly into the air quality section of the Draft EIR. The analysis will be conducted in accordance with the El Dorado County Air Quality Management District's (AQMD) Guide to Air Quality Assessment and the CEQA Guidelines and will include a description of existing environmental conditions, regulatory framework, project-generated air quality impacts, mitigation to reduce those impacts that are identified as potentially significant, and an evaluation of significance after the application of mitigation measures. Project components that avoid or reduce the Project's air-related impacts will be identified, as will goals, policies, or other actions or documents by the County related to air quality or climate change. Potential air quality impacts will be screened using the AQMD's criteria to determine the appropriate level of analysis. In addition, the air quality section will include a discussion and analysis of the Project's contribution to climate change. Evidence and documentation supporting the analysis will be included as a technical appendix to the Draft EIR. The air quality analysis will include the following:

Assessment of Construction Impacts. The impact generated by construction activities will be assessed using emission factors and methodologies developed by the California Air Resources Board (ARB), the AQMD, and other agencies. The primary air quality impacts from construction include dust generation, and on-road and off-road vehicle exhaust emissions. The impact assessment will calculate emissions associated with construction using the most current version of URBEMIS. In addition, rock formations containing Naturally Occurring Asbestos (NOA) are known to be present in El Dorado County and the Project may, therefore, have the potential to disturb NOA during earth moving activities. MBA will review relevant State and AQMD documents to assess the potential for adverse air quality impacts from NOA.

Assessment of Operational Impacts. MBA will estimate operational emissions using emission factors and methodologies developed by the ARB, the AQMD, and other agencies. The regional impact assessment will calculate annual emissions associated long-term operational activities for the proposed project using the most current version of URBEMIS. Vehicle emission factors will be generated for the proposed project using the CARB's EMFAC2007 v2.3. The localized impact assessment will include a CO Hot-Spot Analysis. If preliminary screening indicates that potential exists for a CO hot spot, a minimum of three intersections with the highest potential for congestion will be evaluated using the California Department of Transportation CALINE4 and the EMFAC2007 models. If these intersections are predicted to exceed the CO standard, remaining intersections that meet the criteria for further analysis will also be modeled for CO hotspot impacts. Up to 5 intersections may be assessed.

Toxic Air Contaminants Evaluation. There are two scenarios that have the potential for exposing sensitive receptors to toxic air contaminants (TACs). The first involves a project that includes a new or modified source of TACs that would be located near an existing or proposed sensitive receptor. The second scenario involves a residential or other sensitive receptor development locating near an existing or planned source of TACs. The proposed project would construct sensitive receptor land uses near existing residential and educational land uses. The air quality section of the EIR will describe existing and potential sources of TACs and the location(s) of sensitive receptors to those TAC sources. MBA believes that potential TACs impacts can be addressed with a qualitative methodology and that a quantitative Health Risk Assessment (HRA) is not warranted. Therefore, the air quality analysis will use ARB's Air Quality and Land Use Handbook, ARB's published information on diesel particulate matter, and California's Office of Environmental Health Hazard Assessment's recommendations as guidance to qualitatively assess the potential for TACs impacts.

Greenhouse Gas Analysis. The potential effect of GHG emissions on climate change is an emerging issue that warrants discussion under CEQA. Therefore, a climate change analysis will be included in the air quality section. Unlike the pollutants that may have regional and/or local effects, Project-generated GHG emissions do not directly produce local or regional impacts, but may contribute to an impact on global climate. Climate change impacts can be separated into two categories:

- The Project's contribution to climate change through emissions of greenhouse gases (GHGs); and
- The potential impact to the Project through the environmental effects of climate change.

The air quality analysis will assess the Project's contribution to climate change. However, potential impacts on the Project from climate change, such as the potential for wildfires, would not be analyzed in the air quality section of the EIR. The air quality analysis will include

a discussion of the environmental and regulatory setting for climate change, suggest a threshold of significance, and evaluate the potential impact of the proposed Project with regard to its contribution to greenhouse gases based on the intent of AB 32.

The following threshold will be proposed: “Does the Project comply with the provisions of an adopted Greenhouse Gas Reduction Plan or Strategy? If no such Plan or Strategy is applicable, would the Project significantly hinder or delay California's ability to meet the reduction targets contained in AB 32?” As El Dorado County does not have an adopted Greenhouse Gas Reduction Plan or Strategy, a significance analysis that assess the Project’s potential to significantly hinder or delay the State’s ability to meet the reduction targets contained in AB 32 will be provided. The analysis will identify the criteria for determining significance, and the Project’s impacts for those criteria.

The analysis will focus on the Project’s early implementation of state strategies (ARB Early Action Measures and CAT Report), implementation of applicable mitigation measures provided by the Attorney General’s office, and include emissions inventory of the major greenhouse gas sources for construction and operation of the Project. The emissions inventory would use the most current version of URBEMIS and emission factors and methodologies developed by the EPA, ARB, California Climate Action Registry, and/or other pertinent agencies.

Evaluation of Consistency with the Applicable Air Quality Attainment Plan (AQAP). A consistency determination will be prepared in accordance with CEQA guidelines and included to ensure that the project is consistent with the goals of the current AQAP – the 1994 Sacramento Regional Clean Air Plan.

Cumulative Air Quality Impact Analysis. The cumulative analysis of air quality impacts will use the criteria recommended by the AQMD and the most current AQAP to evaluate the Project’s contribution to cumulative air quality impacts. This analysis will compare the emissions from the proposed project’s land use to the anticipated emissions for the site if developed under the existing land use designations. In addition, the cumulative analysis will consider the ‘project-alone’ emissions, the inclusion of AQAP control measures, and compliance with AQMD rules and regulations. A cumulative impact significance determination will then be made for the project based on the criteria described above and in consultation with the AQMD.

Mitigation Recommendations. In accordance with CEQA requirements and the AQMD’s Guide to Air Quality Assessment, the air quality analysis will propose mitigation measures for air quality impacts that are potentially significant. Where quantification methodologies are available, the emission reduction from implementation of the mitigation measures will be quantified. The air quality analysis will then assess the impact significance after the application of mitigation.

Noise: Bollard Acoustical Consultants (BAC) will provide an analysis of short-term and long-term noise impacts associated with the proposed project. These levels will be evaluated and related to the applicable El Dorado County Health, Safety and Noise Element land use compatibility guidelines and the El Dorado County Code. The following is a detailed approach to the analysis:

Site Inspection and Ambient Noise Level Measurements: BAC will inspect the project site and conduct ambient noise level measurement surveys in the project area. At least two measurement sites will be chosen for this project.

Traffic Noise: Using the Federal Highway Administration's traffic noise prediction model (FHWA RD-77-108) and traffic volume data provided by the project traffic consultant, BAC will calculate existing and future traffic noise exposure levels for Project and No Project conditions.

On-Site Noise Source(s): We will estimate noise exposure from the proposed amphitheater at existing and future (proposed) noise-sensitive uses. Noise exposure from the proposed recreation area (pool area) may also be evaluated.

Impacts Assessments and Mitigation: BAC will compare the noise levels quantified in Tasks 2 and 3 to the applicable significance criteria. A general assessment of project-related construction noise will also be completed. BAC will develop appropriate noise mitigation recommendations where impacts are expected.

Stand-alone Report: BAC will prepare a written report summarizing findings and recommendations for this project. The report will satisfy the requirements of the El Dorado County General Plan Noise Element and CEQA. The report will be presented in standard Word format.

Ongoing Phone Consultation: BAC will provide ongoing phone consultation for interpretation of the acoustical analyses and recommendations.

Task 5 –Administrative Draft EIR

MBA anticipates that a Project Environmental Impact Report (EIR) is the appropriate level of analysis to cover the range of potential impacts that may be associated with the Project and the range of alternatives that may be considered. MBA will prepare the Administrative Draft EIR and submit ten copies to the County and GGV Greenwood for review. The following will be included:

- **Project Description.** MBA will use the project description developed under Task 1 as the basis for the EIR project description. Per CEQA, MBA will also include a list of responsible and other agencies expected to use the EIR in decision-making process and a list of approvals for which the EIR will be used.
- **Cumulative Projects Identification.** In accordance with standards adopted by the County, MBA will describe the reasonably foreseeable projects at the time of NOP distribution, as provided by the County that may result in cumulative impacts associated with the proposed project. MBA will work closely with County staff to ensure that the EIR is prepared at the appropriate level of detail and that pertinent projects are evaluated. As identified above, it is assumed that the County will provide information on all reasonably anticipated projects to MBA so that cumulative projects can be adequately addressed. It should be noted that the evaluation area for cumulative impacts will vary dependent upon the technical issue to be addressed. For instance, the evaluation area for traffic analysis, to be provided by KHA, will encompass a larger area than the immediate site

and access to it via Greenwood Lane Extension, as opposed to noise impacts, which are more site-specific. Findings of recent court cases will be used to address all pertinent issues. Cumulative projects will be discussed within each technical section. Growth-inducing impacts will be evaluated separately in the EIR.

- **Effects Found to be Not Significant.** MBA will describe effects found to be not significant, in accordance with Section 15128 of the State CEQA Guidelines, by listing them with brief explanations of why they are not significant, or by referral to the NOP.
- **Thresholds of Significance.** Based on our recent experience in the County, general standards of significance (via Appendix G of the CEQA Guidelines) will be used in conjunction with established thresholds that are applicable to this project regarding cultural resources, hazardous materials, air quality (El Dorado County Air Quality Management District), biological resources (County, California Department of Fish and Game, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers), traffic (County, Caltrans), noise (County), and energy (Appendix F, Energy Conservation, CEQA Guidelines). The thresholds will be stated in each technical section of the EIR in order that the reader can clearly understand the analytical process used to identify potential project effects. It is anticipated that presently established thresholds will primarily be used.
- **Effects Identified as Potentially Significant.** MBA will conduct an environmental analysis of the proposed project to include the documentation of baseline conditions, conducting project and cumulative impact evaluations, and formulating mitigation measures for each environmental issue.
- **Review of Technical Documentation Prepared By Others.** After confirming their adequacy for purposes of CEQA, MBA will summarize and incorporate the technical documents listed above, under Task 4, into the EIR. The MBA project team will address the remaining issues in the EIR. Below is a description of the general approach and the specific analyses included in the EIR.

Aesthetics. The project will be evaluated through the use of ground-level photographs by MBA and architectural renderings and elevations provided by LPA Sacramento, Inc. Impacts will be assessed in terms of visibility of the project, alteration of the visual setting, and sensitivity of viewpoints. The potential glare impacts, including scale and illumination in relation to existing development, from construction and operation of the proposed project will also be evaluated. Both the aesthetic and light and glare impacts will be assessed in terms of visibility of the project and its components. The long-term implications of the proposed project in relation to the County General Plan and Zoning Ordinance will also be discussed. Potential aesthetic impacts will be identified and discussed. Mitigation measures will be recommended, if necessary, to reduce any significant impacts. This analysis does not include the use of visual simulations beyond renderings provided by the project architect.

Air Quality. To streamline the EIR preparation, MBA is proposing to directly incorporate the findings of the air quality analysis into the EIR. See above for the detailed description of the Air Quality Analysis and methodology that will be employed.

Biological Resources. MBA will incorporate the findings and recommendations of the biological resources report, oak tree study and report, and wetland delineation into the EIR. These reports will be used as the basis for the impact analysis and development of mitigation measures. The EIR impact analyses and mitigation measures will be as consistent as possible with the County's recently adopted Oak Woodland Management Plan and the Integrated Natural Resource Management Plan that is currently under development.

Cultural Resources. MBA will incorporate the results of the archaeological / cultural / historic resources report into the EIR and will include the original report(s) as an appendix to the environmental document.

Geology, Soils, and Seismicity. We assume that the preliminary geotechnical studies / reports will provide an indication of surficial material and bedrock conditions (for example, expansive/compressive soils, fracturing, jointing), proximity to active and/or potentially active faults, areas of landslide activity, unstable slopes, and potential areas for erosion problems. For the purposes of this scope of work, we have assumed that available background reference materials will be adequate to address the data gaps for local geologic issues and that new technical investigations will not be required. MBA will use this information in to determine if the local geologic conditions may have an effect upon specific project design, and whether the projects, collectively impact the geologic environment.

Hazards and Hazardous Materials. MBA will qualitatively discuss impacts resulting from future land uses and the respective hazardous materials likely to be encountered as a result of the Project. For the purposes of the scope of work, MBA assumes that GGV Greenwood will provide MBA with the Phase I Environmental Site Assessment (ESA) for the Project site. MBA will be responsible for compiling this information and synthesizing the findings and recommendations into the EIR. MBA will summarize and discuss applicable federal, state, and local hazardous materials and safety regulations as they pertain to conditions found or expected in the Plan Area. Mitigation measures, if necessary, will be provided to complement existing federal, state, and local regulations.

Hydrology and Water Quality. It is assumed that the applicant's engineer will provide a preliminary drainage study (or equivalent), which will quantify the pre- and post-development runoff from the project sites. MBA will use this information in conjunction with other informational sources to evaluate construction and operational impacts of the proposed project(s) on surface runoff and flooding. MBA will summarize the existing hydrological and water quality characteristics for the Project area and the range of potential impacts that could result from each of the projects. A qualitative discussion of water quality issues related to the proposed project will be provided. Conformity of the proposed project with applicable water quality regulations will also be discussed. Mitigation measures for hydrology and water quality impacts will be recommended, if needed.

Land Use and Planning. Existing onsite land uses and land uses in the immediate vicinity of the proposed project will be identified by MBA from existing information, available aerial photography, and a field visit. An existing land use map will be presented in the EIR. The EIR will evaluate the compatibility of the proposed projects in relation to surrounding

land uses and consistency with regional plans and programs, and the County plans and policies, including, but not limited to, the General Plan and Zoning Ordinance. Impacts on existing land uses including the compatibility of proposed development with the adjacent undeveloped lands, as well as potential future land uses in the project vicinity, will be assessed for the construction (short-term) and operations (long-term) phases (i.e., traffic trips, noise emissions, visual alteration, etc.). Density, interrelationship of uses, and environmental impacts will also be addressed from a land use impact perspective. The appropriateness of the proposed project will be evaluated with respect to the existing and proposed General Plan land uses, emerging land use trends, and regional access availability. Measures will be recommended to reduce or eliminate adverse land use effects, as necessary.

Noise. MBA will incorporate the results of the BAC noise study into the EIR. Noise levels will be evaluated and related to the applicable El Dorado County Health, Safety and Noise Element land use compatibility guidelines and the El Dorado County Code and summarized in the EIR.

Population, Employment and Housing. MBA will analyze the project's potential to induce substantial population growth in the area (for example, due to creation of jobs or from any traffic mitigation measures proposed for potential long-term project traffic impacts). The analysis will incorporate direct project-generated job creation estimates for the project's operations. MBA will work with the County Planning and Development Department to determine the availability of housing stock.

Public Services and Utilities. MBA will coordinate with the team's project engineer, the County staff, and affected public service and utility purveyors to assess potential impacts of the proposed project. The following services, facilities, and utility systems will be analyzed:

- Police Protection
- Fire Protection
- Wastewater
- Stormwater
- Solid Waste
- Energy

Letters describing the proposed project will be sent to all service and utility agencies. Answers will be requested to document existing and planned facilities' current and planned usages and excess capacities. The additional capacity required to meet projected needs will be described. Anticipated impacts will be assessed and appropriate mitigation measures will be recommended.

Traffic and Circulation. MBA will incorporate the results of KHA's comprehensive Transportation Impact Analysis Report (TIAR) into this section of the EIR. MBA assumes that the TIAR will be easily integrated as a technical supporting document for the EIR document by being made available in electronic format.

Significant Unavoidable Adverse Impacts. MBA will discuss all significant unavoidable adverse impacts, in conformance with the State CEQA Guidelines, Section 15126(b). The discussion will include any impacts that can be partially mitigated, but not to a level that

is less than significant. Any mitigation measures considered, but eliminated from suggestion because of new impacts that would be associated with their implementation, will also be discussed.

Growth-Inducing Impacts. Pursuant to Section 15126(g) of the State CEQA Guidelines, MBA will discuss any potential growth-inducing impacts of the proposed project. Potential sources of growth inducement and their corresponding impacts, such as removal of obstacles to growth, new employment generation, or major economic influences, will be qualitatively analyzed, to the extent that they are applicable.

Alternatives to the Proposed Project. MBA will prepare the alternatives section for the EIR. The alternatives will be provided in sufficient detail for comparison with the proposed project consistent with the requirements of CEQA, as amended through 2007. For the purposes of this scope of work, alternatives to be analyzed in the EIR would include up to one alternate site locations(s), one alternative site configuration, and a reduced build-out alternative that would propose fewer than 208 proposed residential lots/units. To provide an adequate comparison, the County, Applicant(s), and their team of consultants may need to provide data to MBA to support the alternative analysis and findings as appropriate. Each alternative will be evaluated with respect to each key impact categories reviewed for the proposed project. Graphic exhibits of alternatives will be presented, based on information provided by the applicant. MBA will discuss, as required by the State CEQA Guidelines, the advantages and disadvantages of each alternative and the reasons for rejecting or recommending it. The environmentally superior alternative will be identified. A summary of the alternatives and their associated impacts will be provided in the EIR summary for resource category. In addition, a brief summary of alternatives that were initially considered but ultimately rejected from further consideration will be provided. This scope of work assumes up to four alternatives will be analyzed in the EIR, and no more than four alternatives rejected from further consideration will be summarized.

Project Summary. MBA will prepare a summary, presenting the significant conclusions of the EIR in a manner that is easily understood by the public. A summary “table” format will be used to identify the significant impacts and the effectiveness of the recommended mitigation measures. A summary of the alternatives analyses will also be presented, as will issues still to be resolved and issues subject to potential controversy, as required by CEQA compliance procedures.

Other CEQA-Mandated Sections. MBA will be responsible for the preparation of the following for each project:

- Table of Contents
- Irreversible and Irrecoverable Commitment of Resources
- List of Organizations and Persons Consulted
- Preparers of the Environmental Document
- References
- Appendices

Task 6 and 7: Second Administrative and Public Draft EIR

MBA will respond to the GGV Greenwood project team's and the County's comments on the first Administrative Draft EIR, complete necessary revisions, and redistribute a revised second

Administrative Draft EIR in advance of publishing the Draft EIR for public review. Once the product is deemed acceptable for public distribution, MBA will take responsibility for distribution of the Draft EIR. If more than two submittals of the Administrative Draft EIR is required, MBA would need to revisit / augment the budget, as necessary.

To facilitate this process, MBA will:

- Coordinate with the County planner who will assemble comments on, and suggested revisions to, the Administrative Draft EIR. One set of unified County staff comments will be provided to MBA. The County will reconcile conflicting review comments, if needed, between County staff before giving comments to MBA.
- Complete one set of revisions to the Administrative Draft EIR, pursuant to review comments. Revisions will be prepared in conformance with the scope of work. If additional revisions are required based on factors such as changes to the project or changes in report format, additional funds may be required and will be requested by MBA prior to proceeding with the report.
- Prepare and reproduce the Draft EIR for submittal to GGV Greenwood and the County for a final “proof-check” review prior to distribution to the public.
- Reproduce 70 paper copies, one copy on CD/PDF format, and one camera ready original of the Draft EIR (assumes technical appendices on CD in portable document format [PDF]).
- Reproduce 15 hard copies and ten CD/PDF of the Technical Appendices.
- Provide GGV with a hard copy and CD of the Draft EIR and appendices.
- Prepare the notice of completion (NOC) and submit it to the State Clearinghouse with 15 copies of the Draft EIR and Technical Appendices in CD/PDF format.

Task 8 - Administrative Final EIR

MBA will prepare written responses to comments received on the Draft EIR that raise significant environmental issues and submit them for GGV Greenwood and County staff review after the close of the public comment period. The responses to comments will be prepared based on the requirements of the State and County CEQA requirements. MBA assumes that the County planner will compile and transmit to MBA all written comments on the Draft EIR. MBA will:

- Confer with GGV Greenwood and County staff / counsel during the review of comments on the Draft EIR to develop a general framework and strategies for preparation of responses. The format of the Final EIR will be as an attachment of responses to comments to the text of the Draft EIR.
- Submit ten copies of the Administrative Final EIR for County staff and applicant review. Responses that are within this scope of work and budget consist of explanation, elaboration, or clarification of the data contained in the Draft EIR with a budgeted effort of up to one hundred and sixty (160) hours for technical staff. GGV Greenwood's technical consultants will be responsible for responding to technical questions on their respective reports and providing responses to MBA for incorporation into the Final EIR.
- Prepare the Draft Significance Findings and Statement of Overriding Considerations document with a County staff/counsel approved sample document and submit 10 copies for County Staff and GGV Greenwood to review.

Task 9 - Final EIR

MBA will revise the written response to comments based on comments received by GGV Greenwood and County staff / counsel. MBA assumes that the County planner will assemble comments on, and suggested revisions to, the Final EIR. One set of unified comments, incorporating all County staff comments will be provided to MBA. MBA will reproduce 50 paper copies, one camera ready original of the Final EIR, and one (1) copy of the Final EIR (responses to comments document) in electronic format (CD/PDF), and distribute a copy to each public agency that commented on the corresponding Draft EIR in accordance with Section 21092.5(a) of the CEQA statutes. MBA will also prepare the Final Significance Findings and Statement of Overriding Considerations document with a County staff/counsel. GGV Greenwood will also receive a paper and CD copy of the Final EIR and appendices. The remaining copies will be submitted to the County and be available to the public.

Task 10 - Meeting Attendance

MBA will participate in ongoing project team meetings to discuss the status and progress of the project and the EIR preparation. MBA has extensive experience in public outreach programs and scoping, including public participation programs and public hearings. MBA will be present at public meetings and hearings to develop an understanding of the public's comments and concerns, to be available to answer questions on environmental issues, and to make presentations on the EIR.

MBA's role will be as follows:

- Attend and participate in monthly project status meetings (up to 10 2-hour meetings).
- Attend one public scoping meeting, two public hearings at the Planning Commission, two public hearings at Board of Supervisors, two additional public information and outreach meetings and ten other meetings with County staff and/or GGV Greenwood.
- Conduct presentations, as required, regarding the EIR process and findings, and be available to answer questions that may arise at public hearings or meetings.
- Prepare handout materials regarding the EIR process and findings, if needed. Meeting graphics depicting the project and other project description materials are assumed to be provided by the County and/or GGV Greenwood.
- Prepare a summary matrix of comments received during public meetings and the public review process and draft recommendations to address said comments.

Task 11 - Mitigation Monitoring and Reporting Program

MBA will prepare a Mitigation Monitoring and Reporting Program (MMRP) for each project complying with Public Resources Code Section 21081.6, as mandated by Assembly Bill 3180 (Cortese 1988), for adoption at the time of the CEQA findings.

- MBA will prepare a draft MMRP in accordance with the State and County CEQA requirements. The MMRP will be designed to ensure compliance with adopted mitigation requirements during project implementation. In coordination with County staff, MBA will prepare the MMRP for mitigation measures that address significant impacts.
- The program will be designed to fit into the County's existing entitlement and project review process. The County will provide the format. MBA will coordinate with staff to refine MMRP content and format, prior to preparing the draft MMRP.
- After review and comment on the draft MMRP, MBA will revise the MMRP, according to the comments provided, and will submit two (2) paper copies, one (1) camera ready



original, and one copy on CD/PDF format of the final MMRP with the submittal of the Final EIR.

Task 12 - CEQA Notices

MBA will prepare all CEQA-required notices in compliance with state legislation and guidelines. (Note: The NOP will be prepared under Task 2, as described above.) This task includes the preparation of the notice of completion (NOC) and notice of determination (NOD) which will be prepared for each project. MBA will:

- Prepare the NOC and NOD, in compliance with the State CEQA Guidelines.
- File the final NOC with the State Clearinghouse, with the Draft EIR.

The final NOD is assumed to be filed with the El Dorado County Clerk within five working days of the project approval. One camera ready original and one copy on CD/PDF format of the NOP and NOC will be submitted by MBA. MBA assumes that GGV Greenwood will provide the funds necessary for the California Department of Fish and Game filing fees at the time of filing the NOD.

Task 13 - Project Management and Coordination

The purpose of this task is to manage the EIR preparation effort and to maintain close communication between the GGV Greenwood Project Team, County staff, and MBA team members. This task is also intended to ensure that the project is running on time, within budget, technically correct and legally defensible. This is a key element to the project because of the necessity to maintain clear lines of communication between the involved parties. MBA will:

- Communicate with GGV Greenwood, the County staff, and project team members to ensure compliance with the scope of work, schedule and budget.
- Prepare and provide a matrix of the EIR tasks and schedule for completion.
- Coordinate the team's work and provide management liaison between GGV Greenwood, the County, and project team for communication issues, transmittal of comments, financial management (e.g., invoices) and other project management matters. The scope of work must take into account the following:
 - The involvement of multiple agencies and stakeholders with interest in the project
 - Five levels of County involvement, including the Board of Supervisors, the Planning Commission, County staff, LAFCO and GGV Greenwood.
 - Communication with various community and other interest groups.
- MBA will retain and manage subconsultants as necessary for the EIR.
- MBA will coordinate with other Responsible Agencies and stakeholders as necessary to address concerns and resolve issues.

The schedule of fees includes up to 100 hours of senior management time for ongoing project coordination.

Task 14 - Contingency Fund

The purpose of this task is to effectively manage minor additional work completed at the request of the County for the project that results in either increased staff time or document



revisions due to minor modifications of the project description above those anticipated for the tasks above. The contingency task does not cover costs for tasks not contained in the Scope of Work above. Additional tasks and other scope revisions would require an augment.

Schedule and Fees

Based upon our understanding of the project, MBA has outlined the following project schedule. If necessary, MBA can accelerate the pace of completion.

Schedule

Work Product/Milestone	Estimate Completion (weeks)	Tentative Dates
Project initiation meeting; receipt of approved project plans, and all background information. Initiate review of / preparation of technical reports.	1	December , 2009
Submit NOP to County/Applicant(s)	3	January 4, 2010
Receive Comments on NOP from County	5	January 18, 2010
Distribute NOP for 30-Day Public Review Period	5	January 18, 2010
Close of 30-Day NOP Public Review Period	12	March 8, 2010
Submit Administrative Draft EIR to County/applicant	20	May 3, 2010
Receive Comments on Administrative Draft	22	May 17, 2010
Submit Second Administrative Draft EIR to County/applicant	26	June 14, 2010
Receive Comments on Second Administrative Draft EIR	28	June 28, 2010
Distribute Draft EIR for Public Review (45 days)	30	July 12, 2010
End of Public Review Period	35	August 16, 2010
Submit Administrative Final EIR, Draft Findings/SOC, and MMRP to County/applicant.	40	September 20, 2010
Receive Comments on Administrative Final EIR and Draft Findings/SOC, and MMRP.	42	October 4, 2010
Submit Final EIR and Final Version of Findings/SOC and MMRP to County/applicant	45	October 25, 2010
Planning Commission and Board of Supervisor Public Hearings	TBD	

The assumptions used in determining the above project schedule are the following:

- Assumes receipt of approved and stable project description and construction plans, project-related information, and base maps at the project initiation meeting.
- The periods shown assume a set amount of time for concurrent County/applicant review of each submittal. If review schedules change, the elapsed time of other tasks will be maintained.



Schedule and Fees

- Assumes all technical reports will be completed and deemed adequate by week 20.
- The review period for the NOP will be the state-mandated 30 days.
- The review period for the EIR will be the state-mandated 45 days.

Fees

Fees are based upon the outlined scope of work, and include all labor and direct costs.

Task	Fees
Task 1: Project Definition and Alternatives	4,160
Task 2: Notice of Preparation	2,150
Task 3: Public Outreach / Scoping Process	2,980
Task 4: Review and Prepare Technical Studies (see below for detail)	18,240
<i>Peer Review Technical Reports</i>	3,450
<i>Air Quality Study (MBA)</i>	8,740
<i>Noise Study (BAC)</i>	6,050
Task 5: Administrative Draft EIR	37,060
Task 6: Second Administrative Draft EIR	6,400
Task 7: Draft EIR	7,960
Task 8: Administrative Final EIR	18,220
Task 9: Final EIR	8,735
Task 10: Meeting Attendance	12,840
Task 11: Mitigation Monitoring and Reporting Program	2,990
Task 12: CEQA Notices	2,115
Task 13: Project Management and Coordination	13,500
Task 14: Contingency Fund	15,000
Total MBA Professional Labor	\$152,350
Direct Costs	
Travel/ Mileage	2,503
Reprographics/Document Production	11,682
Delivery/Postage	1,056
Total Direct Costs	\$15,241
TOTAL PROFESSIONAL FEE	\$167,591

Assumptions:

- The price is valid for up to 30 days from the date of this submittal, after which it may be subject to revision.
- The County will be responsible for distribution of public review documents.
- This price is based on completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs, and to reflect adjustments for updated billing rates.
- Printing costs are based on the method of printing and binding proposed, specific numbers of copies proposed as work products, and estimated page lengths. Document printing costs are estimated and will need to be finalized at the time of printing. (Estimated document costs, including appendices are: IS/NOP - \$15, Administrative Draft(s) EIR: \$70, Draft EIR: \$80, Administrative Final EIR: \$40, MMRP: \$10, Findings of Fact: \$8, Final EIR: \$40).
- The EIR will be prepared to comply with CEQA.
- Costs have been allocated to tasks based on MBA's proposed approach. During the work, MBA may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
- An internal review and comment will be conducted by the project team for each document submitted to the County.
- The EIR scope of work may need to be adjusted after receipt of NOP comments.
- MBA reserves the right to reallocate labor and/or direct expenditures between tasks to ensure the successful performance of the project in its entirety.

Air Quality Assumptions: This proposal assumes that the following necessary project information will be provided to MBA by GGV Greenwood or a member of the Project Team:

- A detailed description of proposed construction activities, including:
 - The phasing of construction with a detailed schedule and description of activities;
 - The total acreage to be disturbed by construction activities; and,
 - The amount of import or export of soil.
- Project design features that support alternative transit, increase energy efficiency, recycling, or reduced water consumption.
- Electronic copies of base graphics showing the project sites and vicinity;
- A copy of the traffic impact analysis; and
- Electricity use per year at buildout
- Quantity of water to be used per year at buildout
- The Project description and related documents will be reviewed for air quality issues and to ensure that potential impacts are accounted for in the analysis.

Exhibit B

Agreement #245-S1011

Cost Estimate – Detail

EXHIBIT A - COST ESTIMATE - DETAIL

MICHAEL BRANDMAN ASSOCIATES

Contact: Trevor Macenski, Project Manager

MBA PNR #: 3530.0001.P
 PROJECT: GGV Greenwood Subdivision Project
 CLIENT: GGV Greenwood
 Date of Estimate: October 23, 2009

DIRECT LABOR :	Title	Name	RATE	TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		TASK 8		TASK 9		TASK 10		TASK 11		TASK 12		TASK 13		TASK 14		TOTAL PROGRAM									
				Project Descr. / Alts	HOURS	AMOUNT	NOP	HOURS	AMOUNT	Scoping / Outreach	HOURS	AMOUNT	Technical Studies	HOURS	AMOUNT	ADEIR	HOURS	AMOUNT	2nd ADEIR / MMRP	HOURS	AMOUNT	DEIR / MMRP	HOURS	AMOUNT	AFEIR	HOURS	AMOUNT	Final EIR	HOURS	AMOUNT	Meeting Attendance	HOURS	AMOUNT	MMRP	HOURS	AMOUNT	CEQA Notices	HOURS	AMOUNT	Project Mgmt / Coord	HOURS
QA/QC / Oversight	Principal-in-charge	Jason Brandman	\$250.00	1	\$250	0	\$0	0	\$0	1	\$250	4	\$1,000	2	\$500	2	\$500	2	\$500	1	\$250	10	\$2,500	1	\$250	0	\$0	12	\$3,000	60	\$15,000	98	\$24,000								
Project Management	Branch Manager/ PM	T. Macenski	\$135.00	12	\$1,620	2	\$270	7	\$945	4	\$540	40	\$5,400	11	\$1,485	16	\$2,160	50	\$6,750	15	\$2,025	60	\$8,100	8	\$1,080	3	\$405	45	\$6,075		\$0	323	\$36,855								
Asst. Project Manager	Assistant PM	C. Meier	\$105.00	1	\$105	3	\$315	4	\$420	8	\$840	60	\$6,300	6	\$630	8	\$840	25	\$2,625	8	\$840	12	\$1,260	4	\$420	4	\$420	25	\$2,625		\$0	193	\$17,640								
CEQA Technical Writer	Environmental Analyst	A. Brown	\$95.00	8	\$760	0	\$0	2	\$190	60	\$5,700	8	\$760	4	\$380	5	\$475		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0	92	\$8,265								
Air Quality	Air Quality Scientist	E. Nuno	\$115.00	0	\$0	0	\$0		\$0	0	\$0	4	\$460	2	\$230	0	\$0	2	\$230		\$0	0	\$0	0	\$0	0	\$0	0	\$0		\$0	10	\$920								
Biological Resources	Arborist / Ecologist / Botanist	D. Stout	\$90.00	0	\$0	0	\$0		\$0	8	\$720	40	\$3,600	3	\$270	0	\$0	4	\$360		\$0	0	\$0	1	\$90		\$0		\$0		\$0	60	\$5,400								
CEQA Technical Writer	LAFCO Specialist	E. Muhlberg	\$100.00	0	\$0	0	\$0	1	\$100	1	\$100	7	\$700	0	\$0	1	\$100	2	\$200		\$0	0	\$0		\$0		\$0		\$0		\$0	14	\$1,200								
CEQA Technical Writer	Environmental Analyst	J. Waligorski	\$85.00	8	\$680	9	\$765	12	\$1,020	0	\$0	80	\$6,800	8	\$680	8	\$680	28	\$2,380	22	\$1,870	8	\$680	10	\$850	8	\$680	0	\$0		\$0	229	\$17,085								
Word Processing / Editing	WP / Editor	E. Livingston	\$80.00	0	\$0	2	\$160	1	\$80	4	\$320	35	\$2,800	8	\$640	22	\$1,760	24	\$1,920	22	\$1,760	0	\$0	0	\$0	2	\$160	0	\$0		\$0	144	\$9,600								
GIS Mapping / Graphics	GIS Technician	C. McCracken	\$85.00	7	\$595	4	\$340	4	\$340	4	\$340	40	\$3,400	8	\$680	4	\$340	8	\$680	4	\$340	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	91	\$7,055								
Project Coordination / Administration	Project Coordinator	A. Berg	\$75.00	2	\$150	4	\$300	1	\$75	2	\$150	12	\$900	7	\$525	16	\$1,200	28	\$2,100	22	\$1,650	4	\$300	4	\$300	6	\$450	24	\$1,800		\$0	160	\$9,900								
TOTAL LABOR				39	\$4,160	24	\$2,150	30	\$2,980	34	\$3,450	382	\$37,060	63	\$6,400	81	\$7,960	178	\$18,220	94	\$8,735	94	\$12,840	28	\$2,990	23	\$2,115	106	\$13,500	60	\$15,000	1,414	\$137,560								
SUMMARY - MBA Technical Studies																																									
Air Quality	E. Nuno	MBA		0	\$0		\$0		\$8,740		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$8,740				
SUBTOTAL M & S					\$0		\$0		\$8,740		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$8,740				
TOTAL M & S					\$0		\$0		\$8,740		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$8,740				
SUMMARY - MATERIALS & SUBCONTRACTS																																									
Noise	J. Mirise	Bollard		0	\$0	0	\$0	0	\$0		\$5,500		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$5,500				
SUBTOTAL M & S					\$0		\$0		\$5,500		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$5,500				
TOTAL M & S with 10% Admin Charge					\$0		\$0		\$6,050		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$6,050				
OTHER MBA DIRECT COSTS:																																									
Meeting/Hearing																																					\$0				
Transcription				\$0	\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$250		\$500		\$100		\$500		\$0		\$0		\$0		\$0		\$2,503				
Travel				\$100	\$0		\$125		\$0		\$700		\$0		\$0		\$3,500		\$1,000		\$3,000		\$100		\$100		\$250		\$120		\$0		\$0		\$0		\$11,682				
Reproduction				\$50	\$400		\$250		\$250		\$800		\$800		\$75		\$250		\$75		\$250		\$25		\$25		\$25		\$25		\$0		\$0		\$0		\$1,056				
Shipping/ Notices				\$10	\$25		\$0		\$25		\$150		\$150		\$75		\$250		\$75		\$250		\$25		\$25		\$25		\$25		\$0		\$0		\$0		\$1,056				
TOTAL ODC's				\$160	\$425		\$375		\$275		\$1,650		\$1,650		\$875		\$3,750		\$1,075		\$3,500		\$625		\$125		\$375		\$645		\$0		\$0		\$0		\$15,241				
TOTAL COST ESTIMATE					\$4,320		\$2,575		\$3,355		\$18,515		\$38,710		\$7,275		\$11,710		\$19,295		\$12,235		\$13,465		\$3,115		\$2,490		\$14,145		\$15,000		\$0		\$0		\$167,591				