

Michael Brandman Associates**ORIGINAL****Environmental Services for the
Diamond Springs Parkway-Phase 1 Project****AGREEMENT FOR SERVICES # AGMT 08-1838**

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 Michael Brandman Associates, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 220 Commerce Street, Suite 200, Irvine, California 92602, and whose local office address is 2000 O Street, Suite 200, Sacramento, California 95811 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation with environmental services for the Diamond Springs Parkway-Phase 1 Project; 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 state and local laws; and

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, subconsultants, materials, equipment and services necessary to complete the environmental process required for completion and acceptance of the Final Environmental Impact Report for the Diamond Springs Parkway-Phase 1 Project and such other services as may be necessary to carry out the objectives of this Agreement. Services shall include, but not be limited to, those items of work as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. County's Contract Administrator shall issue a written Notice to Proceed for the Base Scope of Work (Items A through H) in Exhibit A, and Consultant shall not commence work on any Item of Work until receiving the 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 as the Base Scope of Work (Items A through H) in Exhibit A, this Agreement may also include some or all of the Supplemental Items of Work identified as Items of Work I through N in Exhibit A.

Before proceeding with any work concerning the Supplemental Items of Work under this Agreement, County's Contract Administrator will issue a separate written Notice to Proceed for each Supplemental Item of Work to be assigned. Each Notice to proceed will indicate specific dates on which Consultant shall begin and complete the Supplemental Item of Work and shall include specific deliverables and a not-to-exceed cost for the work. No payment will be made for any Supplemental Item of Work performed prior to the date specified in the written Notice to Proceed, and no payment will be made for amounts in excess of the not-to-exceed amount established for the Supplemental Item of Work.

In addition to the Base Scope Items of Work and the Supplemental Items of Work identified in Exhibit A, "Scope of Work," this Agreement may also include Optional Tasks. Such Optional Tasks may supplement, expand or otherwise modify the Base Scope of Work and the Supplemental Items of Work or may include, but not be limited to, tasks that are deemed critical by the Contract Administrator to the furtherance of the objectives of this Agreement.

Before proceeding with any work concerning Optional 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 Optional Task assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, required deliverables, specific Consultant staff, and subconsultants, if applicable, on a task-by-task basis. Following the meeting, Consultant shall provide the Contract Administrator with a written scope of work for the Optional Task, a schedule including a list of tasks with completion dates and a target completion date for the overall scope of work, and a not-to-exceed cost 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 Optional Task work 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.

Consultant shall provide the 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 XVI, Notice to Parties, of this Agreement.

The period of performance for Task Orders 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 extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

Exhibit A, Scope of Work, also outlines the scope of Consultant's subconsultant responsibilities. All of the tasks included in the Scope of Work are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultants for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire two years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in the Scope of Work and in any individual Task Orders issued for Optional Tasks in accordance with Article I, Scope of Services, and including the progress reports required in Article VI, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Fee Schedule," incorporated herein and made by reference a part hereof. The hourly rates indicated in Exhibit B are effective through December 31, 2008. The hourly rates are subject to increases of not more than three percent (3%) per year beginning on January 1, 2009 and continuing on January 1st of each succeeding year.

~~Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Any reimbursements for mileage under any Optional Tasks will only be made if such expenses are included in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.~~

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses other than mileage) will not be reimbursed for any services performed under this Agreement.

For the purposes of budgeting the items of work identified in Exhibit A, Scope of Work, the maximum allowable billing amounts for each item of work 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 items of work. 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 items of work (not including items of work performed by subconsultants) identified therein, subject to the Contract Administrator's written approval. In no event shall the "not-to-exceed" amount of the Base Scope of Work be exceeded, nor shall the amounts identified for Supplemental Items of Work or Optional Tasks be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.

~~The total amount for services to be provided under the Base Scope of Work in accordance with Exhibit A hereto shall not exceed \$89,255, inclusive of all work of subconsultants, costs and expenses.~~

The total amount for all Supplemental Items of Work, if any, which may be assigned in accordance with Exhibit A hereto, shall not exceed \$58,098, inclusive of all costs and expenses.

The total amount for all Optional Tasks which may be assigned in accordance with this Agreement shall not exceed \$32,647, inclusive of all work of subconsultants, Task Orders, costs and expenses. The not-to-exceed amount of each individual Task Order so assigned shall not exceed the amount specified in each Task Order, unless County's Contract Administrator and Consultant amend the Task Order.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including all Optional Tasks which may be assigned, shall not exceed \$180,000, inclusive of all costs and expenses and inclusive of all work of subconsultants and Task Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and, for Optional Tasks, the Task Order number, both on their faces and on any enclosures or back-up documentation. Consultant shall attach copies of any progress reports required under the provisions of Article VI, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Consultant shall attach copies of the written Notices to Proceed required under the provisions of Article I, Scope of Services, as back-up documentation to any invoices submitted for payment under the terms of the Agreement. For Optional Tasks, if any, Consultant shall bill County for only one Task Order per invoice. 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
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

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

ARTICLE IV

Standards for Work: Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County and Caltrans guidelines, procedures and related regulations, the California Environmental Quality Act (CEQA), Public Resources Code Sections 210000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 150000 et. seq., such that the work will result in CEQA certifiable environmental documents. Services shall further conform to all State statutes, regulations and procedures, including those set forth in the Caltrans Local Assistance Procedures Manual, the Local Assistance Program Guidelines and other applicable Caltrans publications.

ARTICLE V

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized pursuant to this Agreement or in the individual Task Orders issued pursuant to this Agreement shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the offices of the District Director of Transportation for the district in which the work is situated. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant and any authorized subconsultants shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and any subconsultant authorized under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE VI

Progress Reports: Consultant shall submit progress reports to the 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 the 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 the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Separate detail shall be provided

for each ongoing item of work or Task Order, if applicable. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants 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

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion of services provided in accordance with individual Task Orders issued pursuant to this Agreement, if any, 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 provided under this Agreement.

ARTICLE VIII

Consultant's Project Manager: Consultant designates Kerri Mikkelsen Rose, Regional Manager/Senior Project Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the work and to prepare the deliverables required by the various items of work; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE IX

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager or subconsultants without prior written approval by County's Contract Administrator.

ARTICLE X

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this

Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE XI

Confidentiality:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations 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, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement.
- B. Permission to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel or authorized subconsultants involved in the performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of the Contract Administrator's written permission.
- E. All information related to any construction estimates prepared or otherwise obtained in the performance of this Agreement is confidential, and shall not be disclosed by Consultant to any entity other than to County.
- F. 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 the California Environmental Quality Act (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.

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. Notwithstanding this Article, Consultant is

authorized to utilize the specific subconsultant identified in Exhibit A, Scope of Work, and the subconsultants, if any, that may be authorized in individual Task Orders issued for Optional Tasks pursuant to this Agreement. An approved Task Order shall be obtained by Consultant prior to any subconsultant commencing any work under the Optional Tasks provisions of this Agreement. At no time shall County be obligated to pay separately for subconsultant services. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward 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 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 and subconsultants. 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 or subconsultants.

ARTICLE XIV

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 XV

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 in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the 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. 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 XVI

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

To County:

With a Copy to:

County of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew D. Smeltzer,
Deputy Director of Engineering,
West Slope Engineering Division

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Michael Brandman Associates
2000 O Street, Suite 200
Sacramento, California 95811

Attn.: Robert Francisco, Vice President

or to such other location as Consultant directs.

ARTICLE XVII

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, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, 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 XVIII

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.

- 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 contract, 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 contract 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 30-day 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 all general and excess liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by 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 the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive 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.

In addition, Consultant shall ensure that all subconsultants maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same.

ARTICLE XIX

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 XX

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 XXI

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 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 XXII

Taxpayer Identification Number (Form W-9): All independent contractors 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 XXIII

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 the County Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

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 XXV

Year 2000 Compliance: Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director of Engineering, West Slope Engineering Division, Department of Transportation, or successor.

ARTICLE XXVII

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.

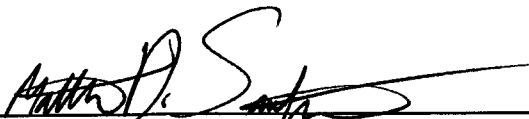
ARTICLE XXVIII

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 XXIX

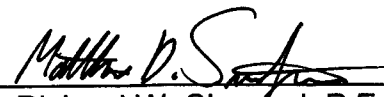
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

By: 
Matthew D. Smeltzer
Deputy Director of Engineering
West Slope Engineering Division
Department of Transportation

Dated: 9/30/08

~~**Requesting Department Concurrence:**~~

By: 
For Richard W. Shepard, P.E.
Director of Transportation

Dated: 10/02/08

~~IN WITNESS WHEREOF~~, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- MICHAEL BRANDMAN ASSOCIATES --

By: _____
Robert Francisco
Vice President
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

Exhibit A

Scope of Work

Scope of Work Description

The El Dorado County Department of Transportation (DOT) proposes the construction of the Diamond Springs Parkway (Project) to improve traffic circulation along the Pleasant Valley Road and Missouri Flat Road corridors, in the vicinity of Diamond Springs. The Project is identified in County's General Plan (2005) Circulation Map as a planned roadway and is part of DOT's 5-year Capital Improvement Plan (CIP) and County's 20-year Traffic Impact Mitigation (TIM) Fee Program. The Project was programmatically evaluated in the Missouri Flat Corridor and Funding Plan (MC&FP) EIR, which originally identified the Project as the Missouri Flat/Pleasant Valley Road Connector.

The Project is identified as a project included in County's 5-year CIP for fiscal years July 1, 2007 through June 30, 2012. The intent of the Project is captured in General Plan Policy 10.2.7.3 for the Missouri Flat Road Corridor Area, which states "the County shall commit to the comprehensive development of the needed road circulation plan for this area immediately following adoption of the General Plan. This plan shall also include the identification and development of a specific funding mechanism that overcomes existing deficiencies and accommodates future traffic demands to the year 2015." The Project, as proposed, is intended to support this policy. The more specific objectives of County's DOT for constructing the Parkway include the following:

Objective 1a. Improve traffic safety and operations on portions of Missouri Flat Road south of U. S. Highway 50 and Pleasant Valley Road (SR 49) in the vicinity of Diamond Springs.

Objective 1b. Implement the Project as part of County's 5-year CIP and per direction provided in County's 2005 General Plan (Policy 10.2.7.3).

Objective 1c. Improve roadway and intersection capacities along the Missouri Flat Road, south of U. S. Highway 50, to encourage the creation of additional commercial/retail square footage.

Objective 1d. Provide opportunities for improved bicycle and pedestrian facilities consistent with the 2005 El Dorado County General Plan and coordinate the construction of the Project with the planned El Dorado Multi-Use Trail.

Objective 1e. Protect natural resources, including local wetlands, riparian features, and oak woodlands by siting the Project alignment to avoid these features, to the extent feasible.

The Project is identified in County's General Plan Circulation Element Table TC-1 and Circulation Map as a future four-lane, divided roadway. The proposed Project would extend eastward from Missouri Flat Road near its intersection with the Southern Pacific Railroad (SPRR), north of China Garden Road, to Diamond Road, State Route (SR) 49. As part of the traffic mitigation measures required for the proposed Project, the DOT will also construct improvements to Diamond Road, State Route (SR) 49, from north of the proposed intersection with the Project and continuing south to Pleasant Valley Road into the town of Diamond Springs. The Project improvements would also require minor improvements and/or realignment

of China Garden Road, Black Rice Road, Happy Lane, Throwita Way, Old Depot, Truck Street and Lime Kiln Road.

The Project would provide fully controlled access at three new signalized intersections with limited private property access and public road approaches. The new Project would have a design speed of 50 miles per hour (mph) and the proposed lane configurations would reflect the ultimate roadway design contemplated in County's General Plan. The Project would be constructed according to American Association of State Highway and Transportation Officials (AASHTO) Policy on Geometric Design of Highway and Streets (2004).

Diamond Road (SR 49) would be improved per Caltrans' Highway Design Manual, 6th edition. DOT would improve the roadway to a two-lane major highway with nearly all existing driveway encroachments eliminated. This would be accomplished by creating a new frontage road along the existing roadway and widening the roadway to the west; approximately 100 feet on average. A new median would be included to provide sufficient separation between the frontage road and SR 49.

Based on available funding and other considerations, the Project would be constructed in two phases. Phase 1 would involve the acquisition of the necessary rights-of-way for the four-lane Parkway and two-lane SR 49 improvements. While Phase 1 of the Parkway would include grading sufficient to establish the full roadway prism sufficient to accommodate Phase 2 improvements, under the first phase, the Parkway would be constructed as a 2-Lane Arterial. Under Phase 2 of the proposed Project, DOT would widen the Parkway to four lanes and incorporate center dividers or medians and turn-pocket lanes, where applicable.

Michael Brandman Associates (Consultant) will prepare a Project Environmental Impact Report (EIR) that incorporates information and environmental commitments (mitigation measures) from the previously-prepared Missouri Flat Area Master Circulation and Funding Plan (MC&FP) Program EIR and information from the Administrative Draft Checklist and Administrative Draft General Plan Consistency Memorandum will be incorporated into the Draft EIR to the maximum extent feasible.

The EIR will also evaluate the installation of approximately 4,000 lineal feet of 18-inch water line in Diamond Springs Parkway and approximately 4,200 lineal feet of 12-inch water line in SR 49 from Pleasant Valley Road to Finch Road.

This Scope of Work, Supplemental Items of Work and Optional Items of Work, if required, will complete the environmental process that precedes acceptance by County of the Final Environmental Impact Report (EIR).

DELIVERABLES:

Consultant shall submit all deliverables to County's Contract Administrator in accordance with the attached Project schedule. All unsigned deliverables, whether hard copy or electronic versions, will be provided using Microsoft Office 2003 applications (specifically, MS Word, MS Project and MS Excel). Signed reports will be submitted in Adobe portable document format (pdf).

Consultant shall submit all draft documents and reports to County's Contract Administrator for review and comment. Upon review of the documents/reports, County will provide Consultant with one consolidated set of comments. Consultant shall incorporate County's comments into the final documents or reports subject to agreement by Consultant and County's Contract Administrator.

Consultant shall not be responsible for modifications to electronic files made by County or its agents or for reuse of the files for any purpose other than the purpose for which the files were originally intended.

PROJECT SCHEDULE:

Consultant shall provide environmental services as identified in this Scope of Work and detailed in the table below.

Deliverable	Estimated Completion Period
1 st Administrative Draft EIR	10 working days from Notice to Proceed and receipt of the County deliverables listed below,
2 nd Administrative Draft EIR	10 working days after 1 st ADEIR comments
Draft EIR and NOC	10 working days after 2 nd ADEIR comments
Draft EIR and NOC for public circulation and submittal to State Clearinghouse	5 working days after Draft EIR comments
Draft EIR Public Review Period	45 calendar days
Administrative Final EIR and Draft MMRP	25 working days after DEIR comments
Final EIR and MMRP	10 working days after Administrative Final EIR and Draft MMRP comments
Certification of Final EIR	2 weeks after BOS Certifies Final EIR
Supplemental Items	TBD

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

- County will provide the Final Phase I Environmental Site Assessment, Preliminary Drainage Study and Final Traffic Impact Analysis to Consultant for use in preparing the Air Quality, Traffic/Transportation, Noise, and Hazards and Hazardous Materials sections of the 1st Administrative Draft EIR and finalizing the Table of Contents, Acronyms and Abbreviations, References, Appendices, and other related sections of the document.
- The review period for the EIR will be the state-mandated 45 days.
- Preparation and maintenance of the formal Administrative Record are outside the scope of the Base Scope of Work and cost estimate.

Adjustments to the Project Schedule can be made with written approval of County's Contract Administrator, provided that any extension of time does not exceed the expiration date of the Agreement.

BACKGROUND:

The detailed Scope of Work provides the necessary work breakdown structure to adequately guide and control the proposed work and deliverables. The Scope of Work includes the Base Scope of Work and may include the Supplemental Items of Work herein encompassing additional studies and revisions to technical reports. The scope is built on the work accomplished by Consultant while under separate contract with a developer. Pursuant to that contract, Consultant has consented to the developer's assignment of all of its right, title and interest in, to and under the work, work product, data, plans and documents, whether electronic or printed, including the work product associated with all of the work completed by Consultant to date under that separate contract to the County of El Dorado at no cost to the County. The purpose of this Agreement is to complete the following items of work and deliverables described herein. County will provide project oversight, giving Consultant direction and guidance as needed to ensure the Project meets County requirements. This Scope of Work includes the Items of Work listed below as detailed in the item descriptions.

Base Scope of Work

Item of Work A – Project Management and Coordination

Item of Work B – 1st Administrative Draft EIR

Item of Work C – 2nd Administrative and Public Draft EIR

Item of Work D – Administrative Final EIR

Item of Work E – Final EIR

Item of Work F – Mitigation Monitoring and Reporting Program

Item of Work G – CEQA Notices

Item of Work H – Revising and Finalizing Required Technical Reports

Supplemental Items of Work

Item of Work I – Oak Woodland Canopy Mapping and Report

Item of Work J – State and Federal Wetlands Permitting

Item of Work K – Additional Level of Administrative Draft EIR Review

Item of Work L – Health Risk Assessment

Item of Work M – Administrative Draft/Draft Findings of Fact

Item of Work N – Administrative Draft/Draft Statement of Overriding Considerations

ITEM OF WORK A - PROJECT MANAGEMENT AND COORDINATION

Consultant shall provide project management for each Item of Work described in this Scope of Work. Consultant's Project Manager, Kerri Mikkelsen Rose, will proactively manage the project development process, assure that the key submittal milestone events are met, and that County staff is kept informed on Project issues. Consultant shall monitor subconsultants' performance to assure contract compliance and quality standards are met. Management activities will consist of meeting attendance, scheduling, coordination, quality control and project administration.

PDT Meetings

Project Development Team (PDT) meetings will serve as the primary forum for reviewing the status of the Project, identifying and resolving Project issues, sharing Project information, coordinating with members of the team who are conducting work simultaneously for the Project. Attendees will include Consultant's PM, Consultant task leads and others as required by Consultant's PM to perform the Project work. Consultant shall participate in and prepare meeting minutes for up to thirty (30) one hour meetings. Meetings will consist of alternating telephone calls with the DOT Project Manager and in-person meetings with DOT staff and other members of the project team (up to 15 in-person meetings). Consultant shall consult with DOT's Project Manager prior to each meeting to get input regarding the agenda and potential attendees. For the purposes of this Agreement, DOT's Project Manager shall be Jennifer Maxwell, Senior Civil Engineer, West Slope Engineering Division, Department of Transportation, or successor.

Public Meetings

Consultant's Project Manager will attend two (2) public meetings, one (1) public hearing at the Planning Commission, and up to two (2) public hearings at the Board of Supervisors. The purpose of these meetings is to develop an understanding of the public's comments and concerns, to conduct presentations, as required, regarding the EIR process and findings, and to be available to answer questions from interested citizens and participating agencies. Consultant shall assist the DOT in preparing handout materials regarding the EIR process and findings, if needed. Meeting graphics depicting the project and other project description materials will be provided by County.

Progress Reports

Consultant shall prepare monthly progress reports and invoices and submit these to County. The invoices will include copies of subconsultant invoices, a breakdown of hours and charge rates by grade classification and a summary of expenses by category. Twenty (20) status reports/invoices are anticipated.

CPM Schedule

Consultant shall prepare an initial Critical Path Method (CPM) schedule and will maintain the project schedule on a regular basis. The CPM schedule will be prepared using Microsoft Project 2003 Professional software and will be updated monthly, prior to each PDT meeting, to reflect the current status of the Project. Consultant shall use the initial CPM Schedule provided by County.

Quality Assurance and Control (QA/QC)

QA/QC methods will be employed by Consultant to ensure the quality and content of anticipated deliverables meets the standards of County/DOT, Caltrans, California Environmental Quality Act (CEQA) and other policies as appropriate.

Deliverables:

- **PDT Meeting Minutes**
- **Public Meetings Handouts and Materials**
- **Progress Reports/Invoices**
- **CPM Schedule**

ITEM OF WORK B - 1st ADMINISTRATIVE DRAFT EIR

Using the information from the previously completed Phase 1 Environmental Site Assessment work, Preliminary Drainage Report, and Traffic Study, Consultant shall complete the Air Quality, Traffic/Transportation, Noise, and Hazards and Hazardous Materials sections, including exhibits, update the Table of Contents, Executive Summary, References, Appendices, and Acronyms sections of the First Administrative Draft EIR.

Deliverable:

- **1st Administrative Draft EIR (twenty (20) hard copies and one (1) electronic copy (CD/PDF))**

ITEM OF WORK C - 2nd ADMINISTRATIVE DRAFT EIR and PUBLIC DRAFT EIR

Consultant shall respond to County's comments on the First Administrative Draft EIR, complete necessary revisions, and redistribute a revised second Administrative Draft EIR. Once the product is deemed acceptable for public distribution, Consultant shall submit the Draft EIR to the State Clearinghouse and County will take responsibility for public distribution of the Draft EIR.

Deliverables:

- **2nd Administrative Draft EIR (twenty (20) hard copies)**
- **Draft EIR (one (1) hard "proof-check" copy, seventy (70) hard copies, one (1) electronic copy on CD in portable document format (PDF))**
- **Technical Appendices (fifteen (15) hard copies and ten (10) CD/PDF copies)**
- **Public Draft EIR and Technical Appendices (fifteen (15) copies submitted to State Clearinghouse)**

ITEM OF WORK D - ADMINISTRATIVE FINAL EIR

County's project manager will compile and transmit to Consultant all written comments on the Draft EIR within three (3) days of the close of the public review period. Consultant shall confer with staff to review written comments on the Draft EIR and comments from public meetings and hearings 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.

Responses that are within this scope of work consist of explanation, elaboration, or clarification of the data contained in the Draft EIR with a budgeted effort up to 160 hours. Other consultants under direct contract to DOT will be responsible for responding to technical questions on their respective areas of expertise and providing responses to Consultant for incorporation into the Final EIR.

Consultant shall compile these written responses to all of the comments received on the Draft EIR and submit them for 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.

Deliverable:

- **Administrative Final EIR (twenty (20) hard copies and one (1) electronic copy (CD/PDF))**

ITEM OF WORK E - FINAL EIR

DOT's Project Manager will compile one consolidated set of comments on, and suggested revisions to, the Final EIR, and that one set of comments, incorporating all County staff comments will be provided to Consultant. Consultant shall revise the written responses to comments based on comments received from DOT.

Consultant shall reproduce fifty (50) paper copies, one (1) 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 (for no more than 50 agencies). The remaining copies will be submitted to County and be made available to the public.

Deliverables:

- **Final EIR (fifty (50) paper copies, one (1) camera ready original of the Final EIR, and one (1) copy of the Final EIR (responses to comments document) in electronic format (CD/PDF)**

ITEM OF WORK F - MITIGATION MONITORING AND REPORTING PROGRAM

Consultant shall prepare a Mitigation Monitoring and Reporting Program (MMRP) for the Project, as mandated by Assembly Bill 3180 (Cortese 1988), for adoption at the time of the CEQA findings.

The Draft-MMRP will be prepared in accordance with State and County CEQA requirements. The MMRP will be designed to ensure compliance with adopted mitigation requirements during project implementation. County will provide the MMRP format. Consultant shall coordinate with DOT staff to refine MMRP content and format prior to preparing the draft MMRP. Consultant shall submit the draft MMRP for County review and approval. Consultant shall revise the MMRP according to the comments provided by County and will submit the final MMRP with the submittal of the Final EIR.

Deliverables:

- **Draft MMRP (one (1) hard copy and one (1) electronic copy (CD/PDF))**
- **Final MMRP (two (2) hard copies, one (1) camera ready original and one (1) electronic copy (CD/PDF) with the submittal of the Final EIR)**

ITEM OF WORK G - CEQA Notices

Consultant shall prepare all CEQA-required notices in compliance with State CEQA Guidelines. This Item of Work includes the preparation of the Notices of Completion (NOCs) and Notice of Determination (NOD).

The final NOC will be filed with the State Clearinghouse with the Draft EIR. The final NOD will be filed with the El Dorado County Clerk within five (5) working days of the project approval. County will provide filing fees for the California Department of Fish and Game at the time of filing the NOD.

Deliverables:

- **NOC and NOD (one (1) camera ready original and one (1) copy on CD/PDF of each)**

ITEM OF WORK H- Revising and Finalizing Required Technical Reports

In the event that modifications to the proposed project require technical specialists to conduct additional site evaluations and/or make significant and/or substantive revisions to the technical reports that were prepared and/or finalized prior to October 1, 2008 (air quality study, biological resources assessment, noise study, wetland delineation, etc.), Consultant shall revise technical reports according to direction provided by County.

Deliverables:

- **Revised Air Quality Study**
 - **Revised Biological Resources Assessment**
 - **Revised Noise Study**
 - **Revised Cultural Resources Study**
 - **Revised Wetland Delineation**
- (one (1) hard copy and one (1) electronic copy in PDF of each)**

SUPPLEMENTAL ITEMS OF WORK

County may require Consultant to perform any or all of the following Supplemental Items of Work. If Consultant's services are required for any of these Supplemental Items of Work, County's Contract Administrator will issue separate written Notices to Proceed for Consultant to perform those tasks. Each Notice will indicate a specific date on which Consultant shall begin and complete the required Supplemental Item of Work and shall include specific deliverables and a not-to-exceed cost for the work.

ITEM OF WORK I - OAK WOODLAND CANOPY MAPPING AND REPORT

Consultant shall have an arborist certified by the International Society of Arboriculture (ISA) map the oak woodland canopy within the project corridor. Mapping will be done initially by hand onto

an aerial photograph and will be verified by a one-day site visit. Mapped areas of oak woodland canopy will be digitized and quantified using ARC GIS technology. The mapping will be done in accordance with the newly adopted El Dorado County Oak Woodland Management Plan (OWMP) (2008). Consultant shall prepare a brief report that describes the methods and results of the oak woodland canopy mapping. The report will include an exhibit showing affected portions of the existing oak woodland canopy cover and will quantify the acreage of oak woodland canopy that would be impacted by the proposed project. No on- or off-site mitigation plan will be prepared. The report will meet the requirements for Mitigation Option B of the OWMP, which does not require retention of a minimum percentage of oak canopy on-site. This mitigation option allows for off-site mitigation in the form of a payment into a Conservation Fund at a mitigation ratio of two acres conserved for every acre impacted at the cost of \$4,700 per acre.

Deliverables:

- **Oak Woodland Canopy Map (one (1) PDF and one (1) hard copy)**
- **Oak Woodland Canopy Report (one (1) PDF and one (1) hard copy)**

ITEM OF WORK J- STATE AND FEDERAL WETLANDS PERMITTING

Consultant has developed the following preliminary scope of work defining the process required to complete the Section 404 permitting process, based on its understanding of and work completed for the Project to date and its experience with other, similar projects. This scope of work assumes that the project will be designed to impact less than 0.21 acre (total delineation for the site) of jurisdictional waters of the U.S., including wetlands, thus qualifying for a Section 404 Nationwide Permit (NWP). Additional acres of permanent impact beyond 0.5 acre would exceed the acreage threshold requirements of the applicable NWPs and require an alternative permitting process, most likely a Section 404 Individual Permit. Conversely if the United States Army Corps of Engineers ("USACE") were to determine that the adjacent proposed Diamond Dorado Retail project be combined with the Diamond Springs Parkway, an alternative strategy would need to be developed.

J.1- Project Planning.

Consultant shall coordinate with the Project design team to obtain accurate quantification (acreage, linear feet of channel, and cubic yards of fill) of proposed temporary and permanent impacts to potential waters of the U.S. Based on this information, Consultant shall further coordinate with the design team to address the Section 404 permit process, which places the "burden of proof" on the applicant (County) to demonstrate avoidance and minimization of impact to jurisdictional wetlands and waters.

Consultant shall require digital, geo-rectified (i.e., spatially referenced) construction site plans (100% design is not necessary but percent design must be labeled). This information will be used by Consultant for a highly accurate, quantitative wetland impact analysis using Geographic Information System (GIS)-based tools and existing wetland mapping completed by Consultant.

Consultant shall require sufficient project detail in construction plans and/or verbal or written communication to provide Consultant information with which to quantify the location and extent (e.g., cubic yards of fill within ordinary high water of channels) of proposed temporary and permanent impacts.

This Item of Work includes up to two (2) iterations of design modification and impact quantification to be coordinated between Consultant, County and the project design team. This Item of Work also includes up to two (2) meetings between Consultant, the project design team and County to discuss project design with regard to environmental permitting planning and approaches.

J.2 – Section 404 Permit Pre-Application Meeting

Following the wetland delineation, Consultant shall initiate a pre-application meeting with the USACE for the Projects. The purpose of this meeting is to introduce the proposed project to the USACE, discuss the applicability of the Section 404 Nationwide Permit (NWP) application process and specific NWPs to the Proposed Project, processing timelines and potential mitigation options. Other agencies that would have regulatory authority over the project, such as the Regional Water Quality Control Board, U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG), will be invited to attend the pre-application meeting. In addition to its typical function, the pre-application meeting will provide the opportunity to describe on-going regulatory compliance efforts related to Section 404 permitting, such as CEQA, and Section 106 NHPA and Section 7 Endangered Species Act compliance. The USACE recommends that a project's completed wetland delineation be brought to the meeting. Consultant additionally recommends that a representative of the design consultant and a representative from County attend the meeting as the agency representatives may have questions or suggestions for design modifications that could be simultaneously addressed by such a representative.

J.3– Prepare and Submit Section 404 Clean Water Act Pre-Construction Notification

Consultant proposes to prepare and submit a Section 404 Nationwide Permit (NWP) application(s) to the USACE. The application(s) will consist of a preconstruction notification ("PCN") as guided by the Notification requirements of the USACE's NWP program. Consultant anticipates that the following NWP will apply to the project and will be specified within the PCN: NWP-14, Linear Transportation Projects (e.g., realigned entrance road, internal roads)

USACE approval of the NWP is conditioned on completing consultation under Section 106 of the NHPA and Section 7 of the FESA. A conceptual mitigation plan will also be included in the permit application package.

Information required in the PCN submittal includes but is not limited to the following:

- Location and extent of temporary and permanent impacts to waters of the U.S.; acreage, linear feet of channel, cubic yards of fill within ordinary high water;
- Type(s) of material to be placed in waters of the U.S. and amount (cubic yards) of each;
- Description of avoidance and minimization of impacts to waters of the U.S. by the project and specific components (e.g., width of new bridge);

- A conceptual mitigation proposal to offset loss of permanent impacts to waters of the U.S.; Consultant anticipates, given the nature of the impacts, that this will be a very simple plan and that mitigation will largely be secured through the purchase of credits at an approved mitigation bank or similar mechanism.
- Required drawings include a Site Plan showing the Proposed Project with regard to existing waters of the U.S. and a scaleable cross-section(s) depicting proposed work within channels (e.g., effluent outfall).

J.4– Coordination of Conceptual Mitigation Plan

Consultant shall submit a conceptual mitigation plan with the Section 404 PCN to offset permanent loss of waters of the U.S. Conceptual mitigation will be addressed via a combination of avoidance and off-site mitigation banking and/or in-lieu fees to one or more organizations sanctioned by the USACE. The cost of purchasing mitigation bank credits and/or in-lieu mitigation fees will be provided by County.

J.5– Prepare and Submit Section 401 Clean Water Act Certification

Consultant shall prepare and submit a Section 401 Water Quality Certification application to the Regional Water Quality Control Board (“RWQCB”). Section 401 certification is a required condition of the Corps’ approval of Section 404 permits. The Section 401 application will require a permit filing fee (typically ranging from \$500 to \$1,000 and to be paid by County). The application will be prepared concurrently with the preparation of the Section 404 PCN application, and does not require additional information beyond the level of detail required to prepare the PCN. Note that Section 401 approval cannot be granted by the RWQCB before CEQA documentation for a project is certified/adopted.

J.6– Prepare and Submit California Department of Fish and Game Streambed Alteration Agreement

Consultant shall prepare and submit an application for a CDFG Streambed Alteration Agreement as required under the California Fish and Game Code Sections 1600-1616 for activities associated with the Project that would obstruct the flow of, or alter the bed, channel, or bank of a river or stream in which there is a fish or wildlife resource. Submittal requirements for a 1600-1616 application include a fee payment (paid by County), project description and drawings, and a CDFG questionnaire regarding potential aquatic resource impacts. The applications will be prepared concurrently with the preparation of the Section 404 PCN application, and does not require additional information beyond the level of detail required to prepare the PCN.

J.7– Regulatory Agency Consultation

Consultant shall provide ongoing coordination of interrelated content, processing, and communication with regulatory agency staff for the regulatory permits and supporting documentation described in Items of Work J.1 - J.6. Consultant shall work directly with County and design consultant on an on-call basis including up to two (2) team meetings to discuss project regulatory issues and updates. This Item of Work also includes preparation of technical memos, e-mail and/or verbal

communication on an on-call basis with County related to status and progress of the regulatory permits. Coordination includes up to two (2) on-site meetings with ~~regulatory agency personnel to review the Proposed Project and resources of interest~~, including for verification of the submitted wetland delineation report and follow-up in response to Corps determinations. This Item of Work includes up to twenty (20) hours to complete.

Deliverables:

- **Technical Memorandum summarizing anticipated impacts to wetlands / waterways based on project design information (one (1) hard copy and one (1) copy on CD/ PDF);**
- **Presentation of the proposed project at the USACE pre-application meeting;**
- **Administrative Draft - Section 404 PCN (two (2) hard copies and one (1) copy on CD/ PDF);**
- **Submittal of Final Section 404 Permit Application Package to the USACE (one hard copy submittal and five (5) hard copies and one (1) copy on CD/ PDF)**
- **Administrative Draft Conceptual Mitigation Proposal (one (1) hard copy and one (1) copy on CD/ PDF)**
- **Final mitigation proposal (one (1) hard copy and one (1) copy on CD/ PDF)**
- **1st Administrative Draft Section 401 Water Quality Certification (two (2) hard copies and one (1) copy on CD/ PDF)**
- **2nd Administrative Draft Section 401 Water Quality Certification (two (2) hard copies and one (1) copy on CD/ PDF)**
- **Submittal of the Final Section 401 Water Quality to RWQCB (one (1) hard copy submittal and five (5) hard copies and one (1) copy on CD/ PDF)**
- **Administrative Draft Streambed Alteration Agreement application (one (1) hard copy and one (1) copy on CD/ PDF)**
- **Submittal of Final Streambed Alteration Agreement applications to CDFG (one (1) hard copy submittal and five (5) hard copies and one (1) copy on CD/ PDF)**
- **Two (2) Project Regulatory Issues and Update Meeting Agendas and Minutes**
- **Two (2) Project Site Visits**

ITEM OF WORK K- Additional Level of Administrative Draft EIR Review

Should an additional iteration of ADEIR be required by County beyond the 1st and 2nd ADEIRs described above, Consultant shall revise the ADEIR and provide additional review copies to County.

Deliverable:

- **Administrative Draft EIR (one (1) electronic copy on CD/ PDF)**

ITEM OF WORK L- Health Risk Assessment

In the event the Air Quality Management District ("AQMD") requires that a Health Risk Assessment (HRA) be prepared for the Project, Consultant shall complete an Administrative Draft, Draft, and Final HRA for submittal. Consultant shall follow a modeling protocol approved in consultation with the AQMD to calculate concentrations of diesel particulates near the project site and truck routes from heavy-duty diesel trucks using the EPA AERMOD model and, if necessary, calculate concentration of non-diesel toxic air contaminant emissions using the

Deliverables:

- **Administrative Draft Health Risk Assessment Report (one electronic copy on CD/ PDF)**
- **Draft Health Risk Assessment Report (one electronic copy on CD/ PDF)**
- **Final Health Risk Assessment Report (Five (5) hard copies and one (1) copy on CD/ PDF)**

ITEM OF WORK M- Administrative Draft / Draft Findings of Fact

To support its decision on the Project, County must prepare written findings of fact for each significant impact identified in the MC&FP EIR as well as the Project EIR prepared by Consultant. Findings are written statements made by the decisions-making body (County) that explains how it dealt with each significant impact and alternative in the EIR. Each finding must contain an ultimate conclusion regarding each significant impact, substantial evidence supporting the conclusion, and an explanation of how the substantial evidence supports the conclusion. At County's request, Consultant shall prepare Administrative Draft and Draft Findings of Fact for review and finalization by County and County's Counsel. County will provide Consultant with a template, including County Counsel's preferred legal approach and language. Consultant has budgeted up to fifty (50) hours of senior management time to prepare the Draft Findings.

Deliverables:

- **Administrative Draft Findings of Fact (one (1) electronic copy on CD/PDF)**
- **~~Draft Findings of Fact (one (1) electronic copy on CD/PDF)~~**

ITEM OF WORK N- Administrative Draft / Draft Statement of Overriding Considerations

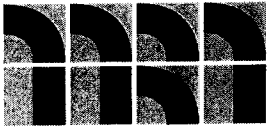
After considering the Final EIR in conjunction with making findings, County is required to prepare a Statement of Overriding Considerations ("SOC") when approving a project with significant unavoidable environmental effects. The SOC is a written statement explaining why the agency is willing to accept each significant effect. At County's request, Consultant shall prepare an Administrative Draft / Draft SOG for review and finalization by County. The SOC will be based on substantial evidence in the MC&FP Final EIR and the Project Final EIR being prepared by Consultant (or elsewhere in the record) and will be included in the record of project approval and be mentioned in the Notice of Determination. Consultant has budgeted up to fifty (50) hours of senior management time to prepare the Administrative and Draft SOC.

Deliverables:

- **Administrative Draft SOC (one (1) electronic copy on CD/PDF)**
- **Draft SOC (one (1) electronic copy on CD/PDF)**

Exhibit B

Fee Schedule*



Hourly Rates

President/CEO	\$250-285
Principal/Director.....	160-270
Senior Project Manager/Scientist/Senior Regulatory Specialist.....	110-175
Project Manager/Regulatory Specialist.....	100-150
Assistant Project Manager/Assistant Regulatory Specialist	80-120
Environmental Planner/Project Ecologist/Biologist.....	70-95
Environmental Analyst/Regulatory Analyst	60-90
Research Analyst/Staff Ecologist.....	50-75
Sr. Archaeologist/Paleontologist.....	95-135
Project Archaeologist/Paleontologist/Principal Investigator, Historian.....	85-110
Project Coordinator	65-90
Architectural Historian/Staff Archaeologist.....	65-95
Field Director/Supervisor	65-80
Laboratory Director.....	65-80
Field Crew-Chief	65-80
Field Monitors/Laborer.....	40-55
Laboratory Assistant	40-55
Publications Coordinator/Technical Editor.....	90-110
GIS Specialist	70-100
Graphics Designer/GIS Technician.....	65-80
Word Processor.....	65-80
Administrative Assistant/Accounting/Clerical.....	55-80
Reprographics Assistant/Intern	55-60

**Hourly rates are effective through December 31, 2008. The rates indicated above are subject to increases of not more than three percent (3%) per year beginning on January 1, 2009 and continuing on January 1st of each succeeding year.*

Exhibit B

Fee Schedule

Direct Expenses

Direct expenses are billed at the amount charged, as described below, plus a 10% administration cost.

- Out-of-pocket expenses - including, but not limited to, messenger service, blueprint, reproduction, and photographic services: Cost, as charged to Consultant.
- Subcontractors' fees: As quoted. No markups allowed on mileage rates.
- Four-wheel drive vehicles: \$75.00 per day.
- Reproduction and Color copies: 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).
- Records checks: fees vary with facility and project.
- USFWS/CDFG impacts or mitigation fees: paid for by the County.
- Museum curation: fees vary with the County and project.
- Cultural resources storage/curation of fossil and artifact collections: Cost, as charged to Consultant.

Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant.

Michael Brandman Associates

Exhibit C

Cost Proposal*

Base Scope of Work

Michael Brandman Associates

Item of Work A - Project Management and Coordination	\$	18,330
Item of Work B - 1st Administrative-Draft EIR	\$	4,330
Item of Work C -2nd Administrative Draft and Draft EIR	\$	13,080
Item of Work D -Administrative Final EIR	\$	23,045
Item of Work E -Final EIR	\$	5,810
Item of Work F -Mitigation Monitoring and Reporting Program	\$	4,390
Item of Work G -CEQA Notices	\$	1,690
Item of Work H -Revising and Finalizing Required Technical Reports	\$	3,173
Labor Subtotal	\$	73,848
Other Direct Costs	\$	14,207
Total Prime Costs	\$	88,055

Subconsultants:

Bollard Acoustical, Inc.

Item of Work H -Revising and Finalizing Required Technical Reports	\$	1,200
Total Proposed Base Scope Cost Estimate	\$	89,255
Supplemental Items	\$	58,098
Optional Tasks	\$	32,647
Total Proposed Contract Budget Cost Estimate	\$	180,000

*The distribution of proposed costs and items of work is an estimate only. This cost proposal represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various items of work identified herein (not including subconsultants) subject to the Contract Administrator's written approval. In no event shall the not-to-exceed amount of the Base Scope be exceeded, nor shall the amounts allocated for Supplemental Items of Work or Optional Tasks be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.



**COUNTY OF EL DORADO
DEPARTMENT OF TRANSPORTATION
INTEROFFICE MEMORANDUM**



Date: October 1, 2008
To: Gayle Erbe-Hamlin, CAO
Joe Harn, Auditor
From: Richard Shepard, Director of Transportation
Subject: Delegation of Authority

I have plans to be out of the office Thursday, October 2nd and Friday, October 3rd, 2008.

During my absence, I am delegating my signature authorization to Matt Smeltzer, Deputy Director, Engineering to be effective Thursday, October 2nd until my anticipated return to the office on Monday, October 6th, 2008.

A handwritten signature in black ink, appearing to read "Richard W. Shepard".

Richard W. Shepard, Director
Department of Transportation

A handwritten signature in black ink, appearing to read "Matthew Smeltzer".
Matthew Smeltzer
Deputy Director, Engineering

cc: Jim Ware, Deputy Director, Transportation Planning & Land Development
Diana Buckley, Deputy Director, Administration
Tom Celio, Deputy Director, Maintenance
Russ Nygaard, Deputy Director, El Dorado Hills Engineering
Matt Smeltzer, Deputy Director, West Slope Engineering
Bob Slater, Deputy Director, Engineering
Laura Friestad, Administration, DOT
Melanie Draper, Auditor/Controller's Office

:dm