

## LSA Associates, Inc.

### Environmental Services to Prepare an Environmental Impact Report for the Dixon Ranch Subdivision Project

#### AGREEMENT FOR SERVICES #087-S1511

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and LSA Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 20 Executive Park, Suite 200, Irvine, California 92614 and whose local office address is 2215 Fifth Street, Berkeley, California 94710 (hereinafter referred to as "Consultant");

#### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency in preparation of an Environmental Impact Report for the Dixon Ranch subdivision located in El Dorado Hills, El Dorado County, California;

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

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

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

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

#### ARTICLE I

**Scope of Services:** Consultant agrees to furnish personnel, subconsultants, materials, equipment and services necessary to prepare an Environmental Impact Report (hereinafter referred to as "EIR") in accordance with the Standards for Work, set forth herein. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

No work shall be completed prior to a notice to proceed being issued by County's Contract Administrator or designee. Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR which shall be certified by the Board of Supervisors of the County of El Dorado.

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

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

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation herein.

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

## **ARTICLE II**

**Term:** This Agreement shall become effective January 24, 2014 and shall expire January 23, 2017.

## **ARTICLE III**

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

For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Hourly Billing Rates," incorporated herein and made by reference a part hereof. The hourly rates listed on the Hourly Billing Rates schedule are effective through May 31, 2015, may be adjusted annually every June and are subject to a maximum of three percent (3%) increase upon written request of Consultant and upon prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement.

Other direct costs including bridge tolls, special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced in accordance with Exhibit C, marked "In-House Direct Expenses," incorporated herein and made by reference a part hereof, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and subconsultants, 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. Bridge tolls will be reimbursed as a direct cost; all other travel costs (i.e., overnight lodging, meals, parking, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

The total amount of this Agreement shall not exceed \$90,029, inclusive of all costs, work of subconsultant and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Community Development Agency  
Development Services Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Roger Trout  
Development Services Division Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required

deliverables are received, or proceed as set forth below in ARTICLE XVI, Default, Termination, and Cancellation, herein.

#### **ARTICLE IV**

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

#### **ARTICLE V**

**Standards for Work:** Environmental services provided under this Agreement shall be performed in accordance with, and in full compliance with, County, the California Environmental Quality Act (CEQA), Public Resources Code Sections 21000 et. seq., and in full compliance with CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Sections 15000 et. seq., such that the work will result in a CEQA certifiable environmental document. Services shall further conform to all State of California statutes, regulations and procedures, all Title 23 federal requirements, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

All of Consultant's services and deliverables must adhere to current County, state, and federal requirements for project development and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

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

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

#### **ARTICLE VI**

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

#### **ARTICLE VII**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's

records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

#### **ARTICLE VIII**

**Consultant's Project Manager:** Consultant designates Amy Paulsen, Associate, 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 required work and to prepare the deliverables required by the Agreement; 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. Amendments may be made to permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. 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:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

## **ARTICLE XII**

**Subcontracting, 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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Exhibit A, Scope of Work, for the particular tasks, work and deliverables identified therein.

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.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

## **ARTICLE XIII**

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

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and subconsultant. 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 agents, associates, representatives, or subconsultant.

## **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**

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

#### **ARTICLE XVI**

##### **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 Agreement. 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 XVII**

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

To County:

County of El Dorado  
Community Development Agency  
Development Services Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Roger Trout  
Development Services Division  
Director

With a copy to:

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

Attn.: Katy Sampson  
Assistant Director  
Administration and Finance

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

LSA Associates, Inc.  
2215 Fifth Street  
Berkeley, California 94710

Attn.: Les Card  
Chief Executive Officer

or to such other location as Consultant directs.

#### **ARTICLE XVIII**

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

#### **ARTICLE XIX**

**Indemnity:** Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits,

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

## **ARTICLE XX**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are

subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

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

#### **ARTICLE XXI**

**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 XXII**

**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 XXIII**

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

#### **ARTICLE XXIV**

**California Residency (Form 590):** All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

**ARTICLE XXV**

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

**ARTICLE XXVI**

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

**ARTICLE XXVII**

**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 XXVIII**

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

**ARTICLE XXIX**

**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 XXX**

**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 XXXI**

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

**ARTICLE XXXII**

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

**ARTICLE XXXIII**

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

**Requesting Contract Administrator and Division Concurrence:**

By:   
Roger Trout  
Development Services Division  
Director  
Community Development Agency

Dated: 10-27-14

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 11/10/14

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

--COUNTY OF EL DORADO--

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

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

Board of Supervisors  
"County"

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

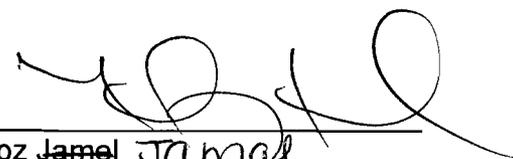
By: \_\_\_\_\_  
Deputy Clerk

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

--LSA ASSOCIATES, INC.--

By:   
Les Card  
Chief Executive Officer  
"Consultant"

Dated: 9/24/14

By:   
Firoz Jamal  
Chief Financial Officer

Dated: 9-24-2014

# LSA Associates, Inc.

## Exhibit A

### SCOPE OF WORK

The Scope of Work is required to allow Consultant to continue work and complete the Dixon Ranch EIR, and to respond to comments submitted by the Applicant's team and County on the Screencheck Draft EIR. Consultant has completed Tasks issued from Agreement for Services 003D-A-11/12-BOS, and is holding time for work already completed until this Agreement is approved.

#### PROPOSED SCOPE OF WORK

A description of each task Consultant shall complete as part of the preparation of the EIR is provided in the Tasks below. The EIR document and project budget may require modification as a result of requested changes to the scope of work, delays in schedule, or additional efforts requested by County or other circumstances.

#### 1.0: DRAFT EIR

The following describes the efforts required to prepare the Draft EIR.

##### Screencheck Draft EIR

Consultant shall revise the Administrative Draft EIR and prepare a Screencheck Draft for final review by County's Contract Administrator. County staff will verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. (Please note, this task has been completed and time held.)

**Deliverables:** Five (5) copies and one (1) electronic copy of the screencheck version of the Draft EIR shall be provided for review.

##### Screencheck Draft EIR #2

Consultant shall revise the Screencheck Draft EIR and prepare a Screencheck Draft #2 EIR for final review by County's Contract Administrator. County staff shall verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable. (Please note, this task has been completed and time held.)

**Deliverables:** One (1) electronic copy of the Screencheck Draft EIR #2 version of the Draft EIR shall be provided for review.

##### Public Review Draft EIR

Based on County's Contract Administrator's comments, Consultant shall revise the Screencheck Draft EIR and shall produce the Public Review Draft EIR.

**Deliverables:** Thirty-five (35) copies and one (1) electronic copy of the Public Review Draft EIR shall be submitted to County for distribution.

## **2.0 FINAL EIR PREPARATION**

### **Administrative Draft Response to Comments/Final EIR**

After public review of the Draft EIR, Consultant shall formulate responses to comments, including review period comments received from the public and agencies. Consultant shall discuss the approach to the responses with County following the close of the comment period. A total of fifty-two (52) hours<sup>1</sup> of professional staff time has been allocated towards preparing responses to comments.

**Deliverables:** Five (5) bound copies and one (1) electronic copy of the Administrative Draft Response to Comments/Final EIR shall be provided to County for review.

### **Screencheck Response to Comments/Final EIR**

Consultant shall revise the Administrative Draft Response to Comments/Final EIR and prepare a Screencheck Final EIR version for final review by County staff. A total of twenty-eight (28) hours of professional staff time has been allocated towards responding to County comments on the Administrative Draft Response to Comments/Final EIR.

**Deliverables:** Five (5) copies and one (1) electronic copy of the Screencheck Response to Comments/Final EIR version shall be provided to County for review.

### **Final Response to Comments/Final EIR**

The Final EIR shall consist of revisions to the Draft EIR, the comments and responses, and a description of the Final EIR process. A complete revision of the Draft EIR to include responses (a "perfected" Draft EIR) has not been included in this scope of work.

**Deliverables:** A total of thirty (30) bound copies and/or CDs and one (1) electronic copy of the Response to Comments/Final EIR shall be provided (this task does not include additional printing of the Draft EIR).

## **3.0 FINDINGS OF FACT/OVERRIDING CONSIDERATIONS/MMRP**

Consultant shall prepare a draft Statement of Findings for each of the significant effects accompanied by a brief explanation of the rationale for each finding. Information contained in the EIR impact analysis shall be utilized to support the substantial evidence for the record in making findings. In addition, the findings shall describe the specific reasons for rejecting mitigation measures (if required), and project alternatives. As a supplement to the findings, Consultant shall prepare the Statement of Overriding Considerations that balances the project benefits against the adverse impacts of the project. This task shall also include the preparation of a Mitigation Monitoring and Reporting Program (MMRP).

## **4.0 PROJECT MANAGEMENT AND MEETINGS**

Consultant shall participate in a total of three (3) required public hearings and meetings preferably via teleconference. Consultant shall provide written documentation of all substantive project developments in the form of client memos and/or telephone conversation

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<sup>1</sup> Labor costs for preparing the responses to comments documents have been estimated due to uncertainty regarding the number of comments that will be generated during public review, as well as the time needed to provide adequate responses. A substantial level of effort could be required to respond to public comments. Should the responses to comments document for the Final EIR require fewer than fifty-two (52) hours of professional staff time, only the amount expended shall be billed. Should additional time be required to prepare responses, Consultant shall immediately notify County's Contract Administrator to determine the effect on the project budget.

records, and shall follow up our submittals to outside parties and conduct coordination as necessary to ensure efficient and timely review.

**5.0 BASELINE ENVIRONMENTAL CONSULTING**

Consultant and its subconsultant, Baseline Environmental Consulting, shall assist in the preparation of the Screencheck Draft EIRs, the Public Review Draft EIR, and the Response to Comments Document.

**6.0 ADDITIONAL SCOPE OF WORK ITEMS (CONTINGENCY)**

Consultant has included a contingency amount for additional scope of work items. Additional requests could be required after the approval of this Agreement. Therefore, these requests have been included as a contingency in this scope of work as potential “to-be-defined” additional scope of work items. This contingency shall only be utilized if needed, and only after written approval by County staff is received.

**7.0 REIMBURSABLE COSTS**

Consultant has identified other direct reimbursable costs (i.e., bridge tolls, printing documents, delivery fees, outside services) of \$5,400, as separate from labor costs in this Agreement.

**BUDGET**

To prepare the scope of work described above, Consultant is proposing a budget totaling \$90,029 as described in Table 1. This amount includes a \$10,000 contingency, which would only be used with written authorization from County’s Contract Administrator.

**Table 1: Proposed Budget**

<b>Task</b>	<b>Amount</b>
Task 1.0: Draft EIR (Screencheck Draft EIR, Screencheck Draft EIR #2, and Public Review Draft EIR)	\$39,554
Task 2.0: Final EIR Preparation (Administrative Draft Response to Comments/Final EIR, Screencheck Response to Comments/Final EIR and Final Response to Comments/Final EIR)	\$18,110
Task 3.0: Findings of Fact/Overriding Considerations/MMRP	\$4,515
Task 4.0: Project Management and Meetings	\$9,230
Task 5.0: Baseline Environmental Consulting	\$3,220
Task 6.0: Additional Scope of Work Items (Contingency)	\$10,000
Task 7.0: Reimbursable Costs	\$5,400
<b>Total</b>	<b>\$90,029</b>

**LSA Associates, Inc.**

**Exhibit B**

**HOURLY BILLING RATES**

<b>Job Classification</b>							<b>Hourly Rate Range<sup>1,2</sup></b>
<b>Planning</b>	<b>Environmental</b>	<b>Transportation</b>	<b>Air/Noise</b>	<b>Cultural Resources</b>	<b>Biology</b>	<b>GIS</b>	
Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$125-300
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$85-200
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist	Senior Cultural Resources Manager	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$85-175
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist	Cultural Resources Manager	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$70-125
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$55-90
<b>Field Services</b>							
Senior Field Crew/Field Crew							\$50-85
<b>Office Services</b>							
Research Assistant/Technician							\$35-60
Graphics							\$90-120
Office Assistant							\$60-90
Word Processing/Technical Editing							\$75-95

<sup>1</sup> The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$400 per hour regardless of job classifications.

<sup>2</sup> The hourly rates listed above are effective through May 31, 2015, may be adjusted annually every June and are subject to a maximum of three percent (3%) increase upon written request of Consultant and upon prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement.

# LSA Associates, Inc.

## Exhibit C

### IN-HOUSE DIRECT EXPENSES

	Unit Cost
Reproduction (8.5 x 11) B/W	\$.07 per page
Reproduction (8.5 x 11) Color	\$.40 per page
Reproduction (11 x 17) B/W	\$.10 per page
Reproduction (11 x 17) Color	\$.75 per page
CD Production	\$5.00 per CD
Plotting	\$3.75 per sf
Mileage On Road	See Below
Delivery Fees	Cost
GPS Unit	\$75.00 per day
Total Station Surveying Instrument	\$50.00 per day
Level (Laser or Optical)	\$25.00 per day
Laser Rangefinder	\$25.00 per day
Sound Meter	\$75.00 per day
Aerial Photo	Cost
Boat Rental	\$50.00/day
Water Quality Meter	\$25.00/day

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