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ORIGINAL

CDA 15-54292

Michael Baker International, Inc.

**Environmental Services to Prepare an Environmental Impact Report for the
Montano Master Plan**

AGREEMENT FOR SERVICES #172-S1611

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 Baker International, Inc., a Pennsylvania corporation duly qualified to conduct business in the State of California, whose principal place of business is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, California 95670, and whose Agent for Service of Process is C T Corporation System, 818 W. Seventh Street, Suite 930, Los Angeles, California 90017 (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 the preparation of an Environmental Impact Report for the development of the Montano Master Plan (County File Number: Z15-0002, PD15-0004, P15-006) located in El Dorado Hills, El Dorado County, California (Assessor's Parcel Number 118-010-12);

WHEREAS, Consultant has represented to County that it is specially trained, experienced, 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 that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, materials, supplies, equipment and services necessary to prepare an Environmental Impact Report (EIR) and related project management services for the Montano Master Plan Project (Project) in accordance with ARTICLE V, 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.

Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR which can be certified by the Board of Supervisors of the County of El Dorado.

County's Contract Administrator will issue Consultant a Notice to Proceed for the Tasks identified in Exhibit A, not including Contingency Work, and Consultant shall not commence work on any Task until receiving the Notice to Proceed. No payment will be made for any work performed prior to the effective date of this Agreement and no payment will be made for amounts in excess of the not-to-exceed amount of this Agreement, except as otherwise authorized by a duly executed amendment to this Agreement.

In addition to the specific services identified in Exhibit A, this Agreement may also include additional scope items, 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 shall identify the specific services to be provided for each assignment. Consultant shall submit the Contingency Work in a written letter format for approval by County's Contract Administrator. County's Contract Administrator will then issue a written Work Order for any Contingency Work assigned to Consultant where the not-to-exceed cost itemization does not exceed the allocated amount referenced in Exhibit C, marked "Cost Estimate" incorporated herein and made reference a part hereof, for Contingency Work.

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

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

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel) or comparable version of the Microsoft Office applications. 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 to the extent within the Consultant's reasonable control, completely transferable to County's computer and that are reasonably 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 are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date of execution thereof, unless earlier terminated in accordance with the terms and conditions of this Agreement.

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 Montano Ventures II, 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. County agrees that no Notice to Proceed shall be issued to Consultant until all required Applicant funds have been received by County.

For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the completion in accordance with this Agreement and County's acceptance of work in arrears, which shall not be unreasonably withheld, delayed or conditioned. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B marked "Rate Schedule," incorporated herein and made by reference a part hereof. Other direct costs shall be invoiced in accordance with Exhibit B 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, 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. There shall be no markups allowed on mileage rates for Consultant.

Travel costs (i.e., overnight lodging, meals, 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 \$78,260, inclusive of all expenses and Work Orders, except as otherwise authorized by a duly executed amendment to this Agreement.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number or Work Order 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 P. 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, 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, and all applicable federal laws, regulations and policy and procedural or instructional memoranda.

All of Consultant's services and deliverables must adhere to and be in full compliance with Exhibit A 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. Any required approvals shall not be unreasonably withheld, delayed or conditioned.

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 to it under this Agreement. 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 County and/or other appropriate approving agencies.

ARTICLE VI

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice

its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates 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 and/or any Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement. Any reuse by County of any such materials on any project other than the project which is the subject of this Agreement without Consultant's prior written consent shall be at the sole risk of County and County agrees to defend, indemnify and hold harmless Consultant from all costs, losses, and expenses, including legal fees, incurred as a result of any such use or decision by County.

ARTICLE VIII

Consultant's Project Manager: Consultant designates Patrick Angell, Director of Environmental Services, 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) working hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel and operations including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required this Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel. There shall be no change in Consultant's Project Manager without prior written approval by County's Contract Administrator, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the above, the County's prior approval shall not be required to replace the Consultant's Project Manager in the event of unavailability due to death, disability, or unanticipated termination of employment.

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

Confidential information shall not include information or materials that: (1) were, on the effective date of this Agreement, generally known to the public; (2) become generally known to the public after the effective date of this Agreement other than as a result of the act or omission of Consultant; (3) were rightfully known to Consultant prior to receipt from County; (4) are or were disclosed by County to a third party generally without restriction on disclosure; (5) were lawfully received by Consultant from a third party without that third party's breach of agreement or obligation of trust; (6) are independently developed by the Consultant; (7) were lawfully received by Consultant directly from a client with respect to a specific project or information directly relating to a project; or (8) are requested by any court or government agency pursuant to written court order, subpoena, regulation, or process of law.

ARTICLE XII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XIII

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

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

ARTICLE XIV

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 fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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 and/or any Work Order issued pursuant to this Agreement, may be deemed to be canceled in its entirety subject to payment for services performed prior to receipt of notice of cancellation by Consultant.

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 this Agreement, all books, records and documentation necessary to demonstrate performance under this Agreement.

ARTICLE XVI

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any material 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. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

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

ARTICLE 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 P. 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.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Michael Baker International, Inc.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, California 95670

Attn.: Philip O. Carter, Vice President

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, 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 the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's 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, to the extent caused by any negligent act, error or omission of Consultant in performance of service hereunder, except for the negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XX

Insurance: Consultant shall provide proof of a policy of insurance reasonably 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 or professional consultant 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 per claim/aggregate.

- E. Consultant shall furnish a certificate of insurance reasonably 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 reasonably 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 agrees to provide promptly following the renewal, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the reasonable approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without 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. This provision shall apply to the general liability and automobile liability policies of insurance.
- J. Any deductibles or self-insured retentions must be declared to County.
- K. 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.
- L. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- M. 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.

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

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees

and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXV

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

ARTICLE XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

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

ARTICLE XXXI

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

ARTICLE XXXII

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

ARTICLE XXXIII

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

ARTICLE XXXIV

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

ARTICLE XXXV

Force Majeure: In no event shall either County or Consultant have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

Requesting Contract Administrator and Division Concurrence:

By: Roger P. Trout
Roger P. Trout
Development Services Division Director
Community Development Agency

Dated: 1-28-16

Requesting Department Concurrence:

By: Steven M. Pedretti
Steven M. Pedretti, Director
Community Development Agency

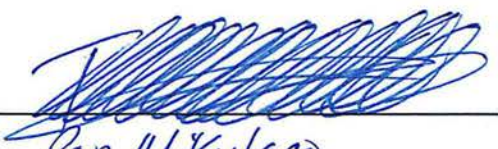
Dated: 1/29/16

mv

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

--COUNTY OF EL DORADO--

By: _____


Ron Mikulaco
Board of Supervisors
"County"

Dated: _____

3/22/16

Attest:

James S. Mitrison

Clerk of the Board of Supervisors

By: _____


Deputy Clerk

Dated: _____

3/22/16

--MICHAEL BAKER INTERNATIONAL, INC.--

By: _____


Philip O. Carter
Vice President
"Consultant"

Dated: _____

January 12, 2016

By: _____


Jennifer LeBoeuf
Assistant Secretary

Dated: _____

January 12, 2016



Exhibit A
Scope of Work
Montano Master Plan Environmental Impact Report

Consultant shall prepare an Environmental Impact Report (EIR) for the Montano Master Plan (Project) which consists of an Administrative Draft EIR, Draft EIR, Administrative Final EIR, and Final EIR. The EIR shall be prepared in accordance with CEQA guidelines. The specific Tasks are outlined below.

Task 1.0 Project Initiation

This task establishes communication protocols with County staff and the Applicant, includes a kick-off meeting, detailed review of Project application materials, site reconnaissance, and schedule.

Deliverables: Consultant shall prepare meeting minutes and submit one (1) electronic copy in pdf format and one (1) electronic copy in Microsoft Word format.

Schedule: Consultant shall submit the meeting minutes within one (1) week of meeting.

Task 2.0 Notice of Preparation

Consultant shall prepare the Notice of Preparation (NOP) for public circulation. The NOP shall describe the Project location, topics to be analyzed in the EIR, and a map of the Project area. An electronic version of the administrative draft of the NOP shall be provided to County for review and comment. Upon receipt of comments, Consultant shall edit the NOP and generate an electronic version for County distribution. Consultant shall develop the public distribution list and distribute the NOP. Consultant shall submit the NOP with the Notice of Completion (NOC) to the State Clearinghouse on behalf of the County.

Consultant shall also participate in the NOP scoping meeting for the Project.

Deliverables: Consultant shall submit one (1) electronic copy in pdf format and one (1) electronic copy in Microsoft Word format of the NOP. Consultant shall distribute the required fifteen (15) copies of the NOP to the State Clearinghouse with the NOC.

Schedule: Consultant shall submit the NOP within ten (10) days of County approval of the draft NOP.

Task 3.0 Preparation of Administrative Draft EIR (ADEIR)

Consultant shall prepare the ADEIR. The ADEIR shall contain all required components of an EIR, including a discussion of alternatives. Consultant shall participate in a total of six (6) Project meetings to be held during the preparation of the ADEIR. These may consist of conference calls or in-person meetings, based on the County's preference.

The ADEIR shall consist of the following sections, and the document shall be in a form that will allow use in subsequent Project review.

Introduction

Section 1.0 of the ADEIR shall provide an introduction and overview describing the Project history and associated settlement agreement that sets forth the scope of this EIR, the intended use of the EIR, and the review and certification process.

Executive Summary (Including Matrix of Project Impacts and Mitigation Measures)

This section shall summarize the characteristics of the proposed Project and provide a concise summary matrix of the Project's environmental impacts and associated mitigation measures as required under State of California Environmental Quality Act (CEQA) Guidelines Section 15123.

Project Description

The Project Description shall be consistent with the requirements of State CEQA Guidelines Section 15124 and consist of a detailed description of the Project and associated approvals for the Project.

Environmental Setting, Impacts, and Mitigation Measures

The following individual environmental issue areas shall be evaluated in the ADEIR in regard to Project impacts (on-site and off-site). The ADEIR shall address all environmental issue areas and the technical analysis shall focus on aesthetics (visual impacts), air quality, geology and geologic hazards, noise and traffic. The ADEIR shall include a section on environmental issue areas where no significant impacts are expected (i.e., agricultural resources, land use, mineral resources, population and housing, public services and utilities). The ADEIR shall utilize technical reports prepared by the Applicant consisting of the following:

- Application materials regarding site design, building elevations, grading and drainage impacts.
- Traffic analysis report
- Noise analysis report
- Biological resources analysis report
- Cultural resources analysis report
- Air quality and greenhouse gas analysis report

Consultant shall ensure that the technical reports provide the necessary information to prepare an adequate EIR. Copies of the technical reports shall be provided with the EIR as technical appendices.

For each issue area, impacts and mitigation measures (if required) shall be identified.

Cumulative Impact Summary

Consultant shall assess the impacts of the Project in combination with other known, approved, or reasonably foreseeable development activity in the Project vicinity, including all past, present, existing, approved, pending, and reasonably foreseeable future projects. Consistent with the State CEQA Guidelines, a clear cumulative setting

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shall be described in the ADEIR. The cumulative analysis shall address each topic covered in the environmental analysis and identify appropriate mitigation measures for any significant impacts identified.

Alternatives

Four (4) alternatives shall be analyzed. Consultant shall coordinate with County staff in the development of up to three (3) reasonable alternatives to the proposed Project, in addition to the CEQA-required No Project Alternative. The Applicant will assist in this effort by providing conceptual drawings associated with on-site alternatives as well as technical information as available.

Other CEQA Requirements

The EIR shall include the other required sections, including growth-inducing impacts of the Project and a summary of significant and unavoidable impacts of the Project.

Report Preparers and References

This section shall include reference to all persons, agencies, and references used in the ADEIR.

Deliverables: Consultant shall submit five (5) hard copies and an electronic copy (in Microsoft Word format) of the ADEIR.

Schedule: Consultant shall submit the ADEIR within 120 days of distribution of the NOP.

Task 4.0 Revisions to the ADEIR/Draft EIR (DEIR)

Consultant shall incorporate County staff edits into the DEIR. Consultant shall distribute the DEIR to the State Clearinghouse and prepare the Notice of Completion (NOC).

Consultant shall assist in the preparation of the Notice of Availability (NOA). It is assumed that County will be responsible for posting requirements, while Consultant shall send the NOA to the distribution list developed under Task 2.0.

Consultant shall attend and participate in one (1) public meeting on the DEIR, which shall include preparation of a presentation on the content of the DEIR.

Deliverables: Consultant shall submit twenty (20) hard copies and an electronic copy (in pdf format) of the DEIR.

Consultant shall place the technical appendices placed on a Compact Disc that will be inserted in a sleeve in the back of the hardcopies of the DEIR.

Schedule: Consultant shall submit the DEIR within thirty (30) days of County approval of the ADEIR.

Task 5.0 Administrative Final EIR

Upon receipt of comments on the DEIR, Consultant shall prepare the Administrative Final EIR, which shall consist of:

- Introduction to the Final EIR and summary of the conclusions of the DEIR.
- Copies of the comment letters coded with written responses to these comments.
- Minor revisions to the text of the DEIR
- Mitigation monitoring and reporting program

Deliverables: Consultant shall submit five (5) hard copies and an electronic copy (in Microsoft Word format) of the Administrative Final EIR.

Schedule: Schedule will be determined by County based on the number of comments received on the DEIR.

Task 6.0 Final EIR/CEQA Findings/Meetings

Consultant shall incorporate County staff edits into the Final EIR and prepare the CEQA Findings (including the Statement of Overriding Considerations if required). Consultant may assume that no more than ten (10) comment letters will be submitted on the DEIR that will require detailed analysis and response. Consultant Project management staff shall attend the Planning Commission and Board of Supervisors meetings to provide technical support on the Final EIR.

Deliverables: Consultant shall submit twenty (20) hard copies and an electronic copy (in pdf format) of the Final EIR and an electronic copy of the CEQA Findings

Schedule: Consultant shall submit the Final EIR within thirty (30) days of County's approval of the ADEIR.

Task 7.0 Contingency

County may require Consultant to perform 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 or necessary to complete the Project by County's Contract Administrator. Contingency tasks will be authorized in writing by County's Contract Administrator as required.

Michael Baker International, Inc.

Exhibit B

Rate Schedule

Item	Rate
LABOR	
Project Manager	\$220.00 / hour
Senior Geologist/Senior Biologist/Senior Planner	\$185.00/ hour
Senior Economic Analyst	\$145.00 / hour
Land Use Planner	\$118.00 / hour
Arborist/Air Quality/Green House Gas Analyst	\$90.00 / hour
Graphics/GIS/Text Editor	\$85.00 / hour
Administrative	\$65.00 / hour
EXPENDITURES	
*Mileage Expenses	
**Other Direct Costs	

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

**Other direct costs, including but not limited to special reproductions, delivery charges, and other outside services, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

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Michael Baker International, Inc.

EXHIBIT C

Cost Estimate*

Montano Master Plan

Task 1 Project Initiation	\$1,150
Task 2 Notice of Preparation	\$7,460
Task 3 Preparation of ADEIR	\$26,400
Task 4 Revisions to the ADEIR/DEIR	\$8,300
Task 5 Administrative Final EIR	\$11,900
Task 6 Final EIR/CEQA Findings/Meetings	\$8,000
Task 7 Contingency	\$10,000
Direct Expenses	\$5,050
Total Cost Estimate	\$78,260

*All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Tasks identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement (\$78,260.00) be exceeded.

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