

Dudek

Diamond Springs Community Park Plan Development and Environmental Analysis

AGREEMENT FOR SERVICES #6454

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Dudek, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 605 Third Street, Encinitas, California 92024, and whose local office address is 1102 R Street, Sacramento, California 95811 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Parks Division, in the Diamond Springs Community Park Plan Development and Environmental Analysis;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those 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 due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), 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 Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks completed in accordance with Exhibit B, marked "Project Schedule," incorporated herein and made by reference a part hereof.

If a submittal deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD/Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by County's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and engineering applications (e.g., Autodesk/Civil 3D 2010 and ASCII file formats) 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 in accordance with completion time schedules identified in Exhibit B. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIV, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion. Consultant shall receive direction from County's Contract Administrator.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire on June 1, 2023.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. 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 C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by the Contract Administrator or designee. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid.

Costs for any subconsultants' services and other outside services and reproductions authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for the services rendered. Rates and fees, included in such costs, will require prior authorization from the County's Contract Administrator, or successor. Any invoices that include subconsultant services and other outside services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Direct expenses for copying, faxing, and overnight delivery services shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct expenses shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$297,995.50, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. 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
Parks Division
200 Armory Drive
Placerville, California 95667
Attn.: Vickie Sanders

Parks Manager

or to such other location as County directs.

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

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Consultant's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, and Consultant shall modify its work if the County's Contract Administrator determined it is necessary to meet current County requirements applicable to the project. Consultant shall include in a progress report the total number of hours worked by Consultant and any authorized subconsultants; a descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Ownership of Data: Upon completion or earlier termination of all services under 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 prior 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 VII

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 VIII

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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE IX

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 Parks Division 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 X

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Except for the subconsultants identified in Exhibit A, 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 XI

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subcontractor or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XII

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.

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 XIII

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 XIV

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this

Agreement and the balance, if any, shall be paid to Consultant upon demand.

3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXI, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately 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, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be 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.

ARTICLE XV

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
Parks Division
200 Armory Drive
Placerville, California 95667

Attn.: Vickie Sanders
Parks Manager

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dudek
1101 R Street
Sacramento, California 95811

Attn.: Joseph Monaco, Chief Executive Officer

or to such other location as Consultant directs.

ARTICLE XVI

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 XV, 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 XVII

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including 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, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts 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 XVIII (For Engineering and Design Work)

Design Indemnity: To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the COUNTY and its officers, agents, employees, and representatives from and against any and all claims, actions, losses, injuries, damages, or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, COUNTY employees, officers, or agents, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors, and subcontractors. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778 and is subject to any limit provided for in Civil Code Section 2782.8(a) of the cost to defend charged to Consultant. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement, provided that County's failure to immediately or timely notify Consultant does not limit or waive Consultant's defense and indemnity obligations in this Article. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XIX

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 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.
- 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 agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, 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 in respect to 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 in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this

Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of

economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XIV, Default, Termination, or Cancellation.

ARTICLE XXIII

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, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, 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 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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 Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXIV

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 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

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 XXVIII

Standards for Work: Consultant and any subconsultants authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's and subconsultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, 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 and any sub consultants authorized herein, have 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 or subconsultant of their professional responsibility.

ARTICLE XXIX

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 XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Vickie Sanders, Parks Manager, Parks Division, or successor.

ARTICLE XXXI

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 XXXII

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXIII

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

ARTICLE XXXIV

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 XXXV

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 XXXVI

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.

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:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- DUDEK --

By: _____
Joseph Monaco
Chief Executive Officer
"Consultant"

Dated: _____

By: _____
Christine Moore
Chief Financial Officer

Dated: _____

Dudek
Exhibit A
Scope of Work

Project Description

The County is planning the development and operation of a regional park on an approximately forty (40) acre site in Diamond Springs, California. The process involves developing technical studies to identify:

- Potential opportunities to utilize site resources;
- Potential constraints, such as wetlands, waters of the state and nation, and local traffic issues that could impact both the County and function of the park, and;
- Suggestions to consider in the development of park programming and design to ensure that the facility can be built, operated, and maintained in an efficient and economical manner.

Consultant shall work with the County to use this framework of opportunities and constraints to identify the facilities and functions that align with the El Dorado County Parks Master Plan and the preferences of the Diamond Springs community. Roach + Campbell Landscape Architects will prepare preliminary designs for the consideration of the County and the community and will work closely with the County to identify a preferred design to consider in a California Environmental Quality Act (CEQA) analysis to determine project alternatives, impacts, and potential impact mitigation measures. Warren Consulting Engineers will provide preliminary civil engineering support to inform project plans and ensure infrastructure viability.

Scope of Services

Services shall include, but not be limited to the following:

Task 1: Opportunities and Constraints Analysis Project Management

Kickoff Meeting

Consultant shall conduct a Kickoff Meeting at the project site to:

- Confirm site extents and boundary
- Confirm Department's expectation and goals
- Review Communications protocols
- Confirm scope of work, schedule, and deliverables

Deliverables:

- Kickoff Meeting notes

Coordination and Project Management

Consultant shall conduct check-in phone calls every other week, and as-needed, with informal conveyance of results and budget/schedule review status.

Deliverables:

- Progress Reports in accordance with and in full compliance of ARTICLE V, Progress Reports
- Check-in telephone calls with Contract Administrator every other week

Task 2: Opportunities and Constraints Technical Analyses

Consultant shall conduct site visits, technical analyses, and prepare technical reports that will address each of the following resource investigations. These tasks are described in general sequence, as project topographic surveys and site mapping will serve as the framework for all digital data developed for each technical study.

Detailed Topographic Survey

Consultant shall utilize high-precision unmanned aerial vehicle (UAV) equipment with Riegl LiDAR and imagery sensors. The topographic survey shall be completed in compliance with the following scope of work assumptions:

- 1) Consultant shall provide necessary field and office work to prepare a Topographic survey.
- 2) Consultant shall identify existing property benchmarks or establish at least two (2) site survey benchmarks.
- 3) Elevations shall be referenced to the local state vertical datum.
- 4) Each project horizontal datum shall be relative to the standard horizontal datum for the state.
- 5) Follow National Geodetic Survey (NGS) standards for coordinate system and datum where applicable.
- 6) Aerial survey accuracy will be American Society of Photogrammetry and Remote Sensing (ASPRS) Class 1 for vertical positional accuracy (Root Mean Square Error (RMSE) = 0.17 – 0.33ft) with 1foot contours.
- 7) Topo map will be 1foot intervals lines.
- 8) Spot elevations on a 50 foot grid will be provided.
- 9) Ortho rectified image will be provided with a 1-inch image resolution.
- 10) Project will include aerial targets throughout the project site.

Deliverables:

- Topographic Surface files in Civil3D .dwg file format in accordance and in full compliance of ARTICLE I, Scope of Work
- Topographic AutoCAD drawings in AutoCAD .dwg file format in accordance and in full compliance of ARTICLE I, Scope of Work, including:
 - Showing all spot elevations
 - A minimum of 1.0 foot. contours and annotated contour elevations
 - All site features listed above
- Orthomosaic
 - 1-inch pixel resolution.
 - Registered to site controls.

ALTA/NSPS Land Title Survey

Consultant shall prepare an American Land Title Association/National Society of Professional Surveyors (ALTA/NSPS) Land Title Survey based on the ALTA/NSPS Minimum Standard Detail Requirements for the subject sites. Consultant shall utilize the aerial topographic mapping as a basis to show all physical features and ground elevations and contours. Consultant shall determine the parcel boundaries of the subject parcels based on field survey data and Client supplied title commitments. Consultant shall review the title commitments and show encumbering easements (if plottable). Consultant shall also locate observed evidence of underground utilities and show on the survey.

Deliverables:

- One (1) ALTA/NSPS Land Title Survey document based on information provided at the time of the surveys.

Oak Resources Evaluation

Field Assessment

Consultant shall conduct an evaluation of the site to determine the extent and condition of oak resources present on the property. Oak trees/woodlands will be evaluated consistent with guidelines identified in the County's Oak Resources Master Plan (ORMP) and implementing ordinance. Consultant shall consult existing site data related to biological resources/oak woodlands (2009 Biological Resources Study and Important Habitat Mitigation Program). This task assumes that a reconnaissance-level pedestrian survey will be conducted on site and no detailed mapping of oak woodland boundaries

or individual native oak trees will be conducted. Representative site photographs will also be taken.

Deliverables:

- One (1) draft summary letter report outlining field assessment efforts, the presence/distribution of oak resources on site, potential project-related impacts to oak resources, additional survey needs and oak resource impact mitigation measures that would be necessary for consistency with the County's ORMP
- One (1) final summary letter report incorporating County edits/recommendations

Phase I Environmental Site Assessment (ESA)

Consultant shall prepare the Phase I Environmental Site Assessment (ESA) in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessments: Phase I Site Assessment Process E 1527-21, and with the previous standard (ASTM E 1527-13) as EPA is still reviewing in the new standard for conformance with the "All Appropriate Inquiries" rule. The Phase I ESA shall include a review and evaluation of past and current uses of the site for indications of the manufacture, generation, use, storage, and/or disposal of hazardous substances, as well as evaluation of potential soil and/or groundwater contamination resulting from current and historical land use activities, including those of nearby properties. Specifically, Consultant shall perform the following:

- Conduct a search of regulatory agency records to see if there are currently, or were previously, any reports of hazardous materials contamination or usage at the sites or contamination at other nearby sites within the ASTM-specified search radius that could impact the project site;
- Review relevant records maintained by the Certified Unified Program Agency for El Dorado County;
- Review records maintained by local regulatory agencies, including the Regional Water Quality Control Board, Department of Toxic Substances Control, and the building department;
- Review historical source information, including historical aerial photographs, historical topographic maps, Sanborn fire insurance maps, and County Directory listings;
- Evaluate the potential for vapor intrusion risk;
- Conduct a search of environmental liens for APN 331400002;
- Conduct a site reconnaissance and document current conditions, and
- Interview the owner(s) or site representative(s) regarding the environmental history and background of the site.

Deliverables:

- One (1) Phase I ESA report including recognized environmental conditions (RECs) identified for the site, as well as historical RECs and controlled RECs, as well as recommendations for further assessment and/or investigation, if necessary.

Biological Resources Constraints Analysis

Consultant shall conduct fieldwork and prepare a Biological Resources Constraints Analysis to describe existing conditions on the approximately forty (40) acre project site and identify any regulatory constraints related to special-status species or sensitive habitats that might occur on site. Preparation shall include:

Desktop Evaluation - Consultant shall conduct a pre-field desktop evaluation of the site. The evaluation shall include queries of available databases and other background information on soils, aerial photographs, topographic maps, and other natural resource documentation and available data for the project region. Consultant shall conduct a query of the California Natural Diversity Database (CNDDDB), US Fish and Wildlife Service's (USFWS) IPaC Trust Resources database, and the California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants to identify any occurrences of listed or special-status species and rare and endangered plants found within a five (5) mile radius of the site. A copy of the database findings shall be submitted with the Biological Resources Constraints Analysis Report.

Biological Resource Field Survey - Consultant shall create a baseline biological resources map that will include vegetation communities and conspicuous sensitive species. Vegetation communities and aquatic resources shall be mapped on an appropriately scaled topographic map or aerial photograph of the project area. Consultant shall compile a general inventory of plant and animal species detected by sight, calls, tracks, scat, or other signs. Consultant shall record vegetation communities and other biological resources, including any habitat that could potentially support special-status species or sensitive biological communities, and make a determination of sensitive or special-status species that could potentially use the site. Consultant shall identify potentially occurring sensitive resources that are not apparent at the time of the survey, and which require focused surveys, including rare plants and special-status wildlife species.

Aquatic Resource Delineation - Consultant shall perform a preliminary Aquatic Resources Delineation of the site to assess potential for jurisdictional aquatic resources and assist in determining potential for indirect effects to wetlands, riparian areas, and other resources. The delineation will be a combination of a desktop delineation utilizing satellite imagery (to easily identify features with distinct aerial signatures), and field data collected at the site with Global

Positioning System (GPS) technology. Field delineation shall be performed in accordance with the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0), and U.S. Army Corps of Engineers Jurisdictional Determination Form Instructional Guidebook. The delineation shall include identification of wetland and non-wetland jurisdictional waters within the project boundary by employing a three (3) parameter approach to delineating wetlands that examines the following: vegetation, soils, and hydrology. Routine on-site delineation forms based on the Arid West Regional Supplement shall be completed for sample areas to determine jurisdictional and wetland boundaries.

Report Preparation - Consultant shall include the results of the biological resource field survey and aquatic resource delineation in a Biological Resources Constraints Analysis Report. The report shall include a discussion of the survey methods, an assessment of existing vegetation communities, sensitive biological resources, and potential jurisdictional waters present or likely to occur. The need for additional focused biological surveys or aquatic resources delineation shall be identified, as well as regulatory mechanisms necessary for approval of development of the property. Graphics shall be prepared to illustrate the location of the site, the existing biological conditions, and any potential aquatic resources. Potential avoidance, minimization, and mitigation requirements shall be discussed in terms of regional planning as well as state and federal laws and guidelines.

Deliverables:

- One (1) Biological Resources Constraints Analysis Report including geospatial data for land cover types, aquatic resource delineation, and any sensitive biological resources noted on site during the site survey

Transportation Constraints Analysis

Consultant shall conduct a transportation constraints analysis, which will assess the site's existing transportation conditions and determine the potential traffic, circulation, and parking constraints associated with the project. This constraints analysis will be provided to the project team to assist in the refinement of the project's description (uses, components, and services) and site plan (access, circulation, and parking). Upon completion of the final site plan, Consultant shall determine, in consultation with the County, the extent of the level of the project's transportation analysis, either an On-Site Transportation Review (OSTR) or a more comprehensive Transportation Impact Study (TIS).

Consultant shall request historical traffic counts in the area to determine whether the collected traffic volumes would need to be adjusted and shall adjust where necessary.

Opening Year conditions shall be based on a list of approved/pending projects in the vicinity provided by the County.

Consultant shall propose traffic and circulation improvements at the study area roadways and intersections based on potential traffic capacity and/or queuing impacts determined from the analysis.

Consultant shall analyze the on-site circulation of site in respect to vehicles, pedestrians, and bicyclists consistent with the County's circulation policies and design standards.

Deliverables:

- One (1) Transportation Constraints Analysis Report including proposed traffic and circulation improvements

Cultural Resources Constraints Analysis

Consultant shall conduct a cultural resources constraints analysis to include an Inventory of all cultural resources within the project site. Consultant shall conduct a records search for a one half (1/2) mile radius around the proposed project area at the North Central Information Center (NCIC) to obtain information on previously recorded cultural resources and investigations. Consultant shall initiate correspondence with the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File for any known Native American resources identified within the Areas of Potential Effects (APE).

Consultant shall complete an intensive pedestrian survey of the project site.

Consultant shall document the results of the cultural resources investigation in a letter report including a project location and description, regulatory context, review of geomorphic information for suitability to support unanticipated cultural resources, a summary of records search results and NAHC search, a discussion of impacts to cultural resources, and recommended mitigation.

Deliverables:

- NCIC Records Search
- NAHC SLF Search
- One (1) draft of Cultural Resources Constraints Analysis Report for County review
- One (1) final of Cultural Resources Constraints Analysis Report incorporating County edits/recommendations

Civil Engineering Constraints Analysis

Warren Consulting Engineers shall conduct engineering Site Master Planning in support of the project including conducting a site visit to review existing conditions, meeting with the El Dorado County Building Department, the Department of Transportation, and the El Dorado Irrigation District to determine access and wet utility requirements.

Deliverables:

- One (1) preliminary wet utility layout and narratives to identify the civil engineering facilities needed to construct and operate the Diamond Springs Community Park.

Summary Opportunities and Constraints Memorandum

Consultant shall prepare a summary memorandum to describe the results and ramifications of the technical analyses described above, which shall include a desktop review of the conceptual site plan recommendations for taking the project forward. The memorandum shall incorporate all technical studies and be provided in administrative draft form for the County's review and comment. Upon the receipt of County comments, Consultant shall provide a final memorandum.

Deliverables:

- One (1) administrative draft for County review and comments
- One (1) final summary memorandum

Task 3: Park Planning and Design

Project Description

Roach + Campbell Landscape Architects shall conduct baseline programmatic analysis, and thirty percent (30%) Construction Documents to support environmental permitting, budgeting, grant proposals, and other fundraising for a new +/- thirty-nine (39) acre community park serving Diamond Springs and the surrounding region.

Plan Development Process

Consultant shall attend an initial scoping meeting with the County to identify or confirm process, extent of outreach, and deliverables.

Consultant shall participate in up to six (6) information gathering meetings with stakeholders either in person or by phone to gain input that will ultimately confirm or

influence the park programming. These meetings will be scheduled upon the advice and direction of County staff.

Consultant shall conduct an informal community outreach and listening session to introduce the project.

Consultant shall develop up to three (3) alternative concept plans that illustrate proposed uses and spatial relationships, as appropriate, based on the information gathered from the meetings above, and from the existing El Dorado County Parks and Recreation Master Plan. Consultant shall present the alternate concept plans at a community workshop.

Consultant shall prepare a preferred concept plan that incorporates feedback during the information gathering meetings and community workshop.

Consultant shall present the preferred concept plan at a community design review meeting.

Consultant shall attend up to three (3) client/team meetings in person, as requested.

Deliverables:

- Up to three (3) alternative concept plans and presentation
- One (1) preferred concept plan and presentation

Preliminary Design (30% plans)

Consultant shall develop the preferred concept plan into thirty percent (30%) construction drawings, as required for CEQA, including:

- Construction plans that approximate a level of thirty percent (30%) completion. Plans will include various features, materials, paving, and layout of proposed work, which will be based upon ten percent (10%) construction documents prepared by Warren Consulting Engineering, which will provide preliminary grading and wet utility plans.
- These plans shall define the character and essentials of the project including selection of materials, plant palette, and general conformance with local development requirements. These plans will identify areas of improvement and disturbance to inform a robust project description. These plans will serve as a technical design guideline for working drawings and coordination between project consultants.

Consultant shall prepare an itemized Opinion of Probable Construction Cost (OPC) for proposed improvements.

Consultant shall attend a maximum of three (3) client/team plan development meetings during this phase (in addition to the Board of Supervisor's meeting).

Consultant shall present the preferred concept and thirty percent (30%) construction drawings to the El Dorado County Board of Supervisors for approval prior to proceeding with CEQA documentation.

Deliverables:

- Thirty percent (30%) construction drawings
- One (1) preferred concept plan and thirty percent (30%) construction drawings presentation to Board of Supervisors

Task 4: CEQA Analyses and Documentation

Consultant shall conduct site visits, technical analyses, and prepare technical reports that will address each of the following resource investigations.

Prepare Notice of Preparation (NOP) and Initial Study

Consultant shall prepare an administrative draft NOP for internal County review. The NOP shall include a brief project description, project location map, and summary of issues to be evaluated in the Environmental Impact Report (EIR). Consultant shall prepare an Initial Study to refine the scope of analysis in the EIR. Consultant shall consult with County staff to identify the appropriate standards of significance to use to evaluate project impacts. Potentially significant impacts will be identified, and if necessary, feasible mitigation measures presented.

Consultant shall submit the draft NOP and Initial Study for County review. Upon receipt of County comments, Consultant shall revise the NOP and prepare the final version for circulation to public agencies, interested individuals, and the State Clearinghouse. Consultant shall prepare the transmittal form and submit fifteen (15) copies of the NOP/Initial Study to the State Clearinghouse to start the thirty (30) day review period.

Deliverables:

- One (1) administrative draft NOP and Initial Study provided electronically in MS Word for internal review
- One (1) final NOP provided in MS Word for internal County files and pdf for posting on the County's website and for emailing to public agencies (no hard copies will be provided)
- Fifteen (15) hard copies and a NOP delivered to the State Clearinghouse

Administrative Draft EIR

Consultant shall prepare an administrative draft EIR that includes the following information:

Executive Summary - The Executive Summary chapter presents an overview of the results and conclusions of the environmental evaluation. This chapter will summarize the project alternatives and areas of controversy and will include, in tabular form, the potentially significant project impacts and feasible mitigation measures.

Introduction - The Introduction chapter will describe the CEQA process, type of environmental document, areas of concern identified as part of the NOP review process, and project background/history.

Project Description

Environmental Analysis - The final determination of what issues to address will be made in consultation with County staff during the scoping period, however, the EIR typically evaluates the following issue areas:

- Aesthetics
- Air Quality
- Biological and Oak Woodland Resources
- Cultural and Tribal Cultural Resources
- Energy
- Greenhouse Gasses
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Noise and Vibration
- Transportation

Project Alternatives - This chapter discussed feasible alternatives that would avoid or substantially reduce one or more significant environmental impacts. The alternatives must include the No Project alternative, and may include alternate means of treating industrial wastewater and/or an alternative location. The assumption is three (3) alternatives (including the No Project) will be considered.

Other CEQA Considerations - This chapter discusses issues required by CEQA, including unavoidable adverse impacts, effects found not to be significant (including those “scoped out” during the NOP process), irreversible environmental changes. The EIR will also list the preparers and persons consulted during the preparation of the EIR.

Appendices - Supporting documentation will be provided in the appendices, including all updated technical studies prepared for the project and any new technical studies relied upon for preparation of the EIR. The appendices will be

provided on a CD to be inserted in a sleeve in the back cover of the Draft EIR document.

Evaluation of Technical Issues

- Aesthetics - Consultant shall conduct a site visit and photographic inventory of the site and surrounding area to support the characterization of the existing visual setting presented in the focused EIR. The site visit will help establish the aesthetics baseline and provide an opportunity to document the existing character of and quality of existing views to the project site including views from designated scenic vistas (if applicable) and highways.
- Air Quality - Consultant shall prepare an assessment of the air quality impacts of the project utilizing the significance thresholds in Appendix G of the CEQA Guidelines and the El Dorado County Air Quality Management District (EDCAQMD) emissions-based thresholds as the basis.
- Biological and Oak Woodland Resources – Consultant shall prepare an impact analysis that addresses biological resources and will illustrate the location of the site, the existing biological conditions, and any aquatic resources. Impact avoidance, minimization, and mitigation requirements will be analyzed in terms of regional planning as well as state and federal laws and guidelines.
- Cultural and Tribal Cultural Resources – Consultant shall prepare a California Historic Resource Information System records search request for the project site and a 0.5-mile radius. In addition, a Sacred Lands File search from the Native American Heritage Commission and outreach to the Native American community using the list of tribal contacts provided by Native American Heritage Commission for tribal groups associated with project area vicinity is typically conducted at the same time. Consultant shall conduct an intensive/reconnaissance-level field survey for archaeological resources within the project area that may not have been previously surveyed and to also document the current baseline conditions.
- Energy - Consultant shall prepare an energy assessment for the project per Appendix G of the CEQA Guidelines including if the project would (1) result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation, and (2) conflict with or obstruct a state or local plan for renewable energy or energy efficiency.
- Greenhouse Gases – Consultant shall prepare a greenhouse gas (GHG) emissions assessment to include a description of greenhouse gases, global climate change, and applicable regulatory measures. Consultant shall estimate the GHG emissions associated with construction of the project using CalEEMod based on the same construction scenario utilized in the air quality analysis.

Project-generated operational GHG emissions that will be estimated shall include those associated with area, energy, mobile, water and wastewater, and solid waste. _

- *Hazards and Hazardous Materials* - Consultant shall prepare a Phase I Environmental Assessment as an initial activity of this project, under Task 1. Dudek will incorporate the results of the Phase I analysis and database review into the EIR analysis, along with a discussion of hazardous materials to be used and stored at the proposed park site.
- *Hydrology and Water Quality* – Consultant shall describe the general hydrologic conditions of the site, including onsite drainage features, water quality, and downstream receiving waters. Data sources will include published maps and reports by the California Department of Water Resources and Central Valley RWQCB; County-provided, site-specific geotechnical and drainage reports. Consultant shall evaluate short-term construction impacts and long-term operational impacts with respect to Appendix G – Environmental Checklist, of the most recent CEQA guidelines.
- *Noise and Vibration* – Consultant shall conduct an environmental noise and vibration assessment for the proposed El Dorado Community Park Project for incorporation into the subsequent environmental documents. The analysis will identify and discuss applicable noise exposure standards at the local (El Dorado County General Plan and the County Code), State and Federal levels. Consultant shall develop and execute a noise level monitoring program to quantify the existing ambient acoustical conditions in the Project vicinity.

Deliverables:

- One (1) administrative draft EIR provided electronically in MS Word with all figures, tables, and technical appendices

Transportation (Vehicle Miles Traveled [VMT] Analysis)

Consultant shall include a qualitative analysis that describes the various components of the park and the daily operation of the proposed facilities which could include recreation center, sports fields and/or park facilities, and league or tournament plays. Consultant shall conduct an analysis of proposed operations to determine which components would be local-serving (i.e. serve the adjacent residents and communities) and if any operations would be regional-serving (i.e. serve players and attract visitors outside of the local jurisdiction primarily for regional tournaments). Consultant shall prepare a Technical Memorandum of findings.

Deliverables:

- One (1) Technical Memorandum of the VMT Analysis in MS Word with all figures, tables, and technical appendices

Prepare and Circulate Draft EIR

Consultant shall prepare a screen check of the Draft EIR. Following screen check approval, Consultant shall publish the Draft EIR. Consultant shall assist the County with preparation of the Notice of Availability (NOA) of the Draft EIR.

Consultant shall prepare the Notice of Completion (NOC), and deliver to the State Clearinghouse for distribution to state agencies, along with fifteen (15) hard copies of the EIR and fifteen (15) printed Executive Summaries.

Deliverables:

- Ten (10) hard copies of the Draft EIR
- One (1) electronic version in MS Word of the Draft EIR
- One (1) electronic version in PDF format of the Draft EIR for posting on the County's website
- Fifteen (15) Compact Disc (CD) copies of the Draft EIR for State Clearinghouse distribution
- Fifteen (15) printed Executive Summaries for State Clearinghouse distribution
- One (1) Draft NOA
- One (1) NOC

Prepare Final EIR

After close of the 45-day public comment period, Consultant shall list and scan all comment letters (including email). Individual comments will be numbered and bracketed in the letters. A written response shall be provided for each comment addressing an environmental issue.

Consultant shall prepare a mitigation monitoring and reporting program (MMRP) to ensure implementation of all required mitigation measures. The MMRP shall be designed to ensure compliance with all adopted mitigation measures and shall identify the entity responsible for monitoring compliance, timing of when compliance is required,

and frequency, if required, and criteria to ensure successful completion. A draft of the MMRP will be provided with the Administrative Final EIR.

Deliverables:

- One (1) electronic copy of the Administrative Final EIR in MS Word for internal review
- One (1) electronic copy of the draft MMRP in MS Word
- One (1) electronic (PDF) copy of the screen check Final EIR for internal review
- Ten (10) hard copies of the Final EIR
- One (1) electronic copy in MS Word of the Final EIR
- One (1) electronic copy in PDF version of the Final EIR for posting on the County's website

Findings

Consultant shall prepare the draft Findings of Fact for each significant impact, as required by CEQA. If the project would result in a significant and unavoidable impact, Consultant shall prepare a Statement of Overriding Considerations.

Deliverables:

- One (1) electronic copy of the draft Findings in MS Word
- One (1) Statement of Overriding Considerations, if necessary, in MS Word

EIR Project Management and Meetings

Consultant shall participate in bi-weekly conference calls (up to twice monthly) with County staff to address any issues that may arise associated with preparing the environmental analysis. Consultant shall participate in two (2) project meetings, and one (1) public hearing. Consultant shall assist County staff in preparing a power point presentation or other graphics for the hearings.

Deliverables:

- Emails summarizing items discussed in conference calls and project meetings as needed
- One (1) Presentation for public hearing

Dudek
Exhibit B
Project Schedule

| Milestone | Time | Cumulative Time |
|---|----------------------|------------------------|
| Project initiation | 1 week | 1 week |
| Kickoff Meeting | 1 week | 2 weeks |
| Prepare Opportunities and Constraints Analysis | 12 weeks | 13 weeks |
| Public Outreach | 2 weeks | 8 weeks |
| Preliminary Park Plan Development | 4 weeks | 8 weeks |
| Coordination with County Parks and Trails Committee | 2 weeks | 6 weeks |
| Coordination with County Board of Supervisors | 2 weeks | 16 weeks |
| Finalize 30% Plans | 2 weeks | 18 weeks |
| Prepare NOP/Initial Study | 4 weeks | 6 weeks |
| County review of NOP/Initial Study | 2 weeks | 8 weeks |
| Revise NOP/Initial Study | 1 week | 9 weeks |
| 30-day scoping period | 4 weeks | 13 weeks |
| Prepare Admin Draft EIR | 8 weeks | 21 weeks |
| County review of Admin Draft EIR | 3 weeks | 24 weeks |
| Prepare Screen Check Draft EIR | 2 weeks | 26 weeks |
| County review of Screen Check | 1 week | 27 weeks |
| Prepare Public Draft EIR | 1 week | 28 weeks |
| 45-day Public Review Period | 6 weeks | 34 weeks |
| Consultant prepares Admin Final EIR | 4 weeks ¹ | 38 weeks |
| County reviews Admin Final EIR | 2 weeks | 40 weeks |
| Prepare Final EIR | 1 week | 41 weeks |
| Prepare Findings | 1 week | 42 weeks |

Dudek
Exhibit C
Fee Schedule

| Task 1: Opportunities and Constraints Analysis Project Management | \$2,920 |
|--|------------------|
| Kickoff Meeting | \$800 |
| Coordination and Project Management | \$2,120 |
| Task 2: Opportunities and Constraints Technical Analyses | \$80,928 |
| Detailed Topographic Survey | \$7,840 |
| ALTA/NSPS Land Title Survey | \$12,200 |
| Oak Resources Evaluation | \$5,100 |
| Phase I Environmental Site Assessment (ESA) | \$7,835 |
| Biological Resources Constraints Analysis | \$14,600 |
| Transportation Constraints Analysis | \$14,320 |
| Cultural Resources Constraints Analysis | \$4,733 |
| Civil Engineering Analysis (Warren Consulting Engineering) | \$12,500* |
| Summary Opportunities and Constraints Memorandum | \$1,800 |
| Task 3: Park Planning and Design | \$71,290 |
| Project Description | \$2,040 |
| Plan Development Process (Roach & Campbell) | \$28,050* |
| Preliminary Design (30% plans) (Roach & Campbell) | \$41,200* |
| Task 4: CEQA Analyses and Documentation | \$127,435 |
| Prepare Notice of Preparation (NOP) and Initial Study | \$10,000 |
| Administrative Draft EIR | \$22,400 |
| <i>Aesthetics</i> | \$5,720 |
| <i>Air Quality</i> | \$4,970 |
| <i>Health Risk Assessment (HRA)</i> | \$3,630 |
| <i>Biological and Oak Woodland Resources</i> | \$3,000 |
| <i>Cultural and Tribal Cultural Resources</i> | \$1,500 |
| <i>Energy</i> | \$3,820 |
| <i>Greenhouse Gases</i> | \$4,400 |

| | |
|---|---------------------|
| <i>Hazards and Hazardous Materials</i> | \$2,500 |
| <i>Hydrology and Water Quality</i> | \$2,500 |
| <i>Noise and Vibration</i> | \$9,000 |
| <i>Transportation (Vehicle Miles Traveled [VMT] Analysis)</i> | \$5,500 |
| Prepare and Circulate Draft EIR | \$5,520 |
| Prepare Final EIR | \$12,000 |
| Findings | \$2,000 |
| EIR Project Management and Meetings | \$28,975 |
| Subconsultant Markup (10%) - indicated with * | \$13,192.50 |
| Direct Costs (printing/travel): | \$2,230.00 |
| Total Cost | \$297,995.50 |