

ORIGINAL

Analytical Environmental Services Focused Environmental Impact Report

AGREEMENT FOR SERVICES #365-S1510

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 Analytical Environmental Services, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1801 7th Street, Suite 100, Sacramento, California 95811 (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 preparing a Focused Environmental Impact Report (EIR) for the Tilden Park Project (County File Numbers: A08-0015/Z08-0039/PD08-0025/TM08-1485) located in Shingle Springs in El Dorado County, California (Assessor's Parcel Numbers: 070-280-59-100 and 070-280-60-100);

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

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

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

WHEREAS, both County and Consultant make this Agreement with full knowledge of the requirements of the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto, and County's General Plan amendment procedures.

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, materials, supplies, and services necessary to prepare a Focused EIR for the Tilden Park Project. 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. Deliverables for the specific tasks to be provided under the Scope of Work shall be as specified therein and

shall be submitted in accordance with Exhibit A, hereto. Modifications to the deliverables required in Exhibit A, hereto, may only be made in accordance with the prior written approval of County's Contract Administrator.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with Exhibit A, Tasks 1 – 5, herein. No payment will be made for any work performed prior to the effective date of the Agreement.

In addition to the Base Scope of Work identified in Exhibit A, hereto, this Agreement may also include Optional Task 6 – Optional CalEEMod Air Quality Modeling and GHG Section Revisions. County's Contract Administrator will issue a separate written Authorization to Proceed to Consultant for Optional Task 6. Consultant shall not commence work on Task 6, Optional CalEEMod Air Quality Modeling and GHG Section Revisions, until receiving the appropriate Authorization to Proceed. No payment will be made for any work performed prior to the date specified in the Authorization to Proceed.

In addition to the specific services identified in Exhibit A, Scope of Work, hereto, or as assigned to Consultant as Optional Task 6 hereunder, this Agreement may also include Task 7, Additional Services, as subsequently identified during the course of work under this Agreement by County's Contract Administrator. Such Additional Services may expand or 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 completing the Project.

Before proceeding with any work concerning Task 7, Additional Services, under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders to be issued in accordance with this Agreement. Consultant shall not commence work on Task 7, Additional Services, until receiving the appropriate Work Order. No payment will be made for any work performed prior to the date specified in the Work Order.

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.

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 the Applicant (Real Returns, LLC) under a separate agreement between County and the 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 the 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 the Applicant.

For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

Reimbursement for mileage expenses for Consultant shall not exceed the lesser of 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, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

Other direct costs including but not limited to special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost, 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.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," and Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$33,550, inclusive of all expenses.

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

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

Consultant's Project Manager: Consultant designates Bibiana Alvarez as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel and operations including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables; and (2) reviewing, monitoring, training and directing Consultant's personnel.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager without prior written approval by County's Contract Administrator.

ARTICLE VII

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 VIII

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

ARTICLE IX

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 X

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

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

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XII

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 XIII

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event

of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE XIV

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

With a copy to:

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

Attn.: Roger P. Trout
Development Services Director

Attn.: Michele Weimer
Administrative Services Officer
Contract & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Analytical Environmental Services
1801 7th Street, Suite 100
Sacramento, California 95811

Attn.: Bibiana Alvarez

or to such other location as Consultant directs.

ARTICLE XV

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 XIV, 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 XVI

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are

claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

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

ARTICLE XVIII

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 XIX

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 XX

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 XIII, Default, Termination, and Cancellation, herein.

ARTICLE XXI

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

ARTICLE XXII

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 XXIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the

unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of 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 XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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 XXVII

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 XXVIII

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 XXIX

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 XXX


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

Requesting Contract Administrator and Division Concurrence:

By: 
Roger Trout
Development Services Director
Community Development Agency

Dated: 3-17-15

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 3/18/15

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

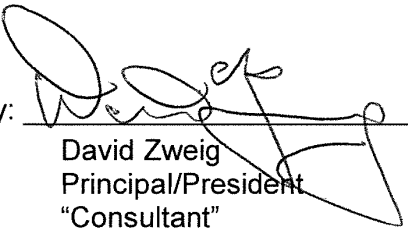
-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Chief Administrative Office
"County"

-- ANALYTICAL ENVIRONMENTAL SERVICES --

By:  _____
David Zweig
Principal/President
"Consultant"

Dated: 2-18-15 _____

Analytical Environmental Services
Exhibit A
Scope of Work

Consultant shall prepare a Focused EIR (which consists of an Administrative Draft EIR, Draft Focused EIR, and Final Focused EIR) and provide planning services for the Tilden Park Project (Project).

ASSUMPTIONS/PROJECT DESCRIPTION

The Project consists of an application in El Dorado County for a Planned Development (PD) infill project that includes a mix of residential and commercial uses. The Project includes a General Plan Amendment, Zone Amendment and Subdivision Map for an 11.58 acre parcel, to allow for the development of two commercial lots, two open space lots and 14 residential single family lots. Proposed commercial uses within the Project include an 80-room hotel, 120-seat restaurant, food mart, 6,500 square feet of retail, and 6,000 square feet of office space. In accordance with the California Environmental Quality Act (CEQA), the County prepared a draft Mitigated Negative Declaration (MND) and Initial Study (IS) Environmental Checklist which was circulated for public review in September 2011. Conclusions within the IS were supported by the following technical studies:

- Air Quality Impact Analysis, Carlton Engineering, February 2008;
- Cultural Resources Study of the Tilden Park Project, Historic Resources Associates, January 2008;
- Preliminary Drainage Report for Wild Chaparral, Carlton Engineering, January 2008;
- Environmental Noise Assessment/Tilden Park Mixed Use, J.C. Brennan & Associates, January 2008;
- Biological Resources Evaluation and Botanical Inventory for Tilden Park, Sycamore Environmental Consultants, November 2008;
- Preliminary Jurisdictional Delineation Report for Tilden Park, Sycamore Environmental Consultants, November 2008;
- Soils and Geology Investigation/ Wild Chaparral, Carlton Engineering, January 2008;
- Tilden Park Wild Chaparral Final Traffic Impact Report, Prism Engineering, April 2011.

Based on comments received during the public review period for the proposed MND, the County has subsequently determined that preparation of a Focused Environmental Impact Report (EIR) will likely be required to meet CEQA requirements for the Project. The County has indicated that the Focused EIR should include additional analysis and discussion of impacts related to Greenhouse Gas (GHG) Emissions and Traffic. Specifically, the Focused EIR shall include the following:

- Discussion of climate change, quantification of GHG emissions, and suggested mitigation and conclusions with respect to significance.
- Expanded discussion of the traffic analysis and conclusions with respect to the significance of identified impacts.
- Other mandatory requirements of an EIR, including a discussion of alternatives, cumulative impacts, indirect effects and significant and unavoidable impacts.

Assumptions

- The County will provide copies of the previously prepared Initial Study and proposed MND in word format for editing and inclusion within the appendices of the EIR.
- With the exception of Traffic and GHG Emissions, no further analysis of issue areas discussed within the draft IS, prepared by the County, will be required within the Focused EIR.
- The EIR will focus on impacts from traffic and GHG emissions.
- Other areas will be addressed within the existing analysis, completed by the County, in the September 2011 IS Checklist.
- No more than two (2) one-hour conference calls with the County and their traffic consultant regarding the TIS Update. Consultation with the County, Applicant, and the Applicant's traffic consultant regarding the TIS Update will not exceed more than seven (7) hours. Any additional consultation would be conducted under the Additional Services Task with written approval from the County.
- The trip generation rates and distribution for the project will be the same as the April 2011 TIS.
- Consultation with Caltrans will be limited to the scope and methodology of the TIS Update and comments on the Focused EIR related to traffic and air quality (if any).
- The conclusions of the TIS Update will not result in the need to re-evaluate any issue areas previously eliminated from consideration in the Focused EIR.
- Only one round of review for the TIS Update will be required.
- Comments raised during the scoping and public review period for the EIR regarding issue areas other than traffic and GHG analysis will be addressed by the County.
- Adjustments to work plan may result in additional costs.

SCOPE OF WORK

The overall objective and focus of the work plan is the efficient preparation of a Focused EIR that meets the legal requirements of a complete, adequate, and objective statement of the Project's environmental consequences. The resulting EIR document will provide a concise, integrated source of information for the public, County decision makers, and other permitting agencies.

Consultant shall adhere to the general work plan outlined within the RFP dated March 23, 2012. Refinements to the work plan are outlined below.

Task 1: Preparation of Administrative Draft Focused EIR

Consultant shall prepare an Administrative Draft Focused EIR (ADEIR) in accordance with the State CEQA Guidelines and relevant case law. Consultant shall review the results of the IS and scoping comments submitted during the Notice of Preparation (NOP) comment period to focus the EIR analysis on those issues that are identified as potentially significant. The County anticipates the EIR will analyze the direct, indirect, and cumulative effects associated with traffic and GHG Emissions. It is assumed that impacts associated with other issues areas within the CEQA Appendix G Checklist will

not require additional analysis within the Focused EIR. This task includes limited coordination (no more than 7 hours) with the County, Applicant, and the Applicant's traffic consultant.

Deliverables: Consultant shall provide the Project Team (including County and Applicant) with a total of five bound (5) hardcopies, one (1) CD copy in color PDF format, and one (1) electronic copy in MS Word format of the ADEIR.

Schedule: Consultant shall submit the ADEIR within four (4) weeks of receiving the final version of the new/updated traffic study.

EIR Contents

Executive Summary: This section provides an overview of the EIR and includes a summary table of all identified environmental effects, mitigation, and the significance level of impacts before and after mitigation.

Introduction: This section explains the applicability of CEQA to the Project, describes the CEQA public review process, summarizes significant issues raised during the scoping process, and outlines the organization of the EIR.

Project Description: This section presents the background of the Project and identifies the objectives in pursuing the project. Consultant shall incorporate detailed information and exhibits provided by the Applicant to describe each component of the Project in sufficient detail to enable identification of potential environmental impacts. All anticipated approvals, permits, and other actions that will rely on the EIR will be identified by Consultant.

Environmental Setting and Analysis: This section provides a separate subsection for each environmental issue area in which a potentially significant impact was identified during the Initial Study and scoping process. Each issue area subsection shall discuss the existing setting, regulatory framework, analysis methods and thresholds, anticipated project related impacts and recommended mitigation measures to reduce or avoid adverse effects.

Cumulative Impacts: Consultant shall assess the cumulative impacts of the Project related to Traffic and GHG Emissions in connection with other reasonably foreseeable projects and build-out of the County's General Plan. Consultant shall work with the County to develop a list of relevant projects and define the geographical scope of the cumulative analysis. Much of this information shall be based on cumulative increases in traffic levels as described within the traffic study for the Project. Anticipated project-related cumulative impacts shall be identified and mitigation measures will be recommended to reduce or avoid adverse effects.

Project Alternatives: In accordance with CEQA Guidelines Section 15126.6, Consultant shall work with the County to develop up to two alternatives that could feasibly attain

most of the basic objectives of the Project and would substantially lessen one or more of the project's significant environmental effects. As required by CEQA, one of the alternatives will be a No Project Alternative, in which it will be assumed the project site will not be subject to foreseeable development. It is anticipated the other alternative shall consist of a Reduced Density alternative that is consistent with the existing zoning designations.

According to CEQA Guidelines Section 15126.6(d), "the significant effects of an alternative shall be discussed, but in less detail than the significant effects of the project as proposed." The assessment of project alternatives shall be consistent with this requirement by presenting a sufficient amount of detail necessary to afford decision makers with a reasoned choice. A qualitative comparison of GHG emissions and traffic impacts associated with project alternatives shall be conducted.

Issue Area Analysis and Assumptions

Greenhouse Gas Emissions: Development of the Project would result in short-term GHG emissions due to construction activities and annual GHG emissions associated with mobile and stationary sources from operation. Consultant shall complete the following tasks to determine the level of potential climate change impacts and the need for mitigation.

- Quantify GHG emissions as recommended within the 2010 amendments to the CEQA Guidelines. In accordance with this guidance, Consultant shall utilize the most recent federal (40 CFR Part 98), state (Subchapter 10 of the California Code of Regulations), and local (guidance from the El Dorado Air Quality Management District and Local Government and Private Protocols) to quantify project-related GHG emissions.
- Incorporate findings into the GHG Emissions section of the EIR and use an innovative qualitative performance based approach to reducing project-related GHG emissions. Consultant shall recommend appropriate mitigation measures to reduce any significant climate change impacts from both construction and operation of the Project. Urban emissions (URBEMIS) or California Emissions Estimator Model (CalEEMod) air quality modeling inputs and output files and calculations to estimate indirect project-related GHG emissions shall be included as an appendix to the EIR.

Traffic and Circulation: Development of the Project would result in an increase in local traffic. In 2011, the County prepared a traffic analysis and study for the Project to determine the potential for adverse effects on traffic circulation and identify appropriate traffic improvements. The traffic analysis showed that an LOS F condition currently exists at the eastbound off-ramp of the Ponderosa Road interchange. Although the County has identified the necessary improvements to alleviate the LOS F condition in its published Capital Improvement Program, those improvements may not be in place prior to the construction of the project therefore may potentially result in a temporary unmitigated significant impact. Since the preparation of the traffic study in 2011 the County has updated its traffic model projections and, as a result, has requested updates to the April 2011 traffic study. In addition, Caltrans has requested that the analysis of the segment of U.S. 50 between Cameron Park Drive and Shingle Springs interchanges be added to the scope of analysis for the Project. Consultant shall complete the following tasks during preparation of the transportation/traffic section of the EIR:

- Review the draft traffic study submitted by the traffic consultant and submit comments, as needed.
- Incorporate findings of the new/updated traffic impact analysis into the Transportation and Circulation section of the EIR.
- Assess potential impacts associated with pedestrian, bicycle, and public transportation, and recommend appropriate mitigation measures.
- Discuss potential short-term impacts associated with construction activities. It is anticipated that mitigation will likely include specific measures to be included within a Traffic Control Plan for construction activities.
- Discuss potentially significant impacts associated with operation, including temporary unmitigated significant impacts at the eastbound off-ramp of the Ponderosa Road interchange.

Task 2: Draft Focused EIR and Public Circulation

Consultant shall participate in a call with the County and Applicant to clarify any comments and questions raised during review of the ADEIR. Consultant shall revise the ADEIR based on a single set of comprehensive comments provided by the project team. Consultant shall provide an electronic screen check version of the Draft EIR with track changes to the project team for review prior to production. Following approval, Consultant shall facilitate preparation of the Notice of Availability (NOA), Notice of Completion Form for SCH submittal, and public release of the Draft EIR.

Deliverables: Consultant shall provide the County and Applicant with one (1) electronic version with track changes of the Screen Check Draft EIR for review. Following incorporation of any minor revisions and approval, Consultant shall provide the County with a total of ten (10) hardcopies, fifteen (15) CD copies in color PDF format, and one (1) electronic copy in MS Word format of the Draft EIR.

Schedule: Fifteen (15) CD copies of the Draft EIR with hardcopies of the Executive Summary shall be submitted by Consultant as required to the State Clearinghouse with the Notice of Availability.

Task 3: Preparation of Final Focused EIR

Consultant shall compile comments received from the public and other interested parties during the public review period for the Draft EIR, and summarize key issues for discussion with the project team. If requested, Consultant shall coordinate a call with the project team to go over the approach for responding to key issues raised during the Draft EIR public review period. Consultant shall formulate responses, and make any necessary revisions to the EIR. This proposal assumes a moderate level of effort will be required to respond to comments. A moderate level of effort is considered to be less than ten (10) comment letters and twenty-five (25) individual substantive comments that require a response beyond comment noted. The Response to Comments and any refinements to the Draft EIR text shall constitute the Final EIR. Consultant shall submit the screen check Final EIR to the project team for review.

Consultant shall make revisions based on County comments and distribute the Final EIR to the individuals and agencies commenting on the Draft EIR.

Deliverables: Consultant shall provide the County with a total of five (5) bound hardcopies and one (1) electronic copy in MS Word Format of the Administrative Draft Final EIR (ADFEIR). Consultant shall revise the Final EIR based on comments received from the County. Consultant shall provide the County with a total of ten (10) hardcopies, fifteen (15) CD copies in PDF format, and one (1) electronic copy in MS Word format of the Final EIR.

Task 4: Mitigation Monitoring and Reporting Plan

Consultant shall prepare a Mitigation Monitoring and Reporting Plan (MMRP) to support the County's certification of the Final EIR. The MMRP shall be referenced within the text of the Final EIR and shall be included as an appendix in the final document.

Task 5: Public Hearings

Consultant shall attend/present at up to two (2) meetings with the County Board of Supervisors and/or Planning Commission for EIR certification.

Task 6: Optional CalEEMod Air Quality Modeling and GHG Section Revisions

In 2012 Consultant prepared the GHG section of the EIR using URBEMIS air quality modeling inputs and output files to estimate indirect project-related GHG emissions. If directed by the County, Consultant shall update the analysis of the GHG emissions using the California Air Resources Board (CARB) approved CalEEMod and revising the GHG Emissions section of the EIR accordingly. This contingency shall only be utilized if needed, and only after an Authorization to Proceed by County's Contract Administrator is received.

Task 7: Additional Services

Additional tasks could be required after the approval of the initial Scope of Work; therefore, these tasks have been included as a contingency in this Scope of Work as potential "to-be-defined" additional scope items. This contingency shall only be utilized if needed, and only after a Work Order by County's Contract Administrator is received.

**Analytical Environmental Services
Exhibit B
Fee Schedule**

2012 FULLY BURDENED BILLING RATES

EMPLOYEE CATEGORY	HOURLY BILLING RATE
Principal	\$245
Project Director	\$175
Project Manager	\$140
Analyst III	\$120
Analyst II	\$110
Analyst I	\$105
Cultural Resources Specialist	\$120
Archeologist III	\$110
Archeologist II	\$105
Archeologist I	\$100
Biologist III	\$120
Biologist II	\$110
Biologist I	\$105
Sr. Graphics Designer	\$105
Graphic Designer II	\$100
Graphic Designer I	\$95
Office Administrator	\$100
Administrative Assistant III	\$90
Administrative Assistant II	\$85
Administrative Assistant I	\$80

DIRECT COSTS

Postage / Overnight Mail	Actual cost + 15%
Courier Charges	Actual cost + 15%
Mileage	Federal Rate - currently \$0.555 per mile + 15%
GPS Unit and supporting computer equipment:	\$100/day
In-house Copying Charges:	
Black & White	\$0.10 per page + 15%
Color	\$1 per page + 15%
CD duplication w/label & case	\$2.50 each + 15%
Subconsultants	Actual cost + 15%
Other Direct Costs	Actual cost + 15%

**Analytical Environmental Services
Exhibit C
Cost Estimate***

TILDEN PARK PROJECT		
	Task	Cost
Task 1:	Screencheck Draft EIR	\$5,593
Task 2:	Draft EIR and Circulation	\$4,220
Task 3:	Screencheck Responses and Final EIR	\$6,950
Task 4:	MMRP	\$2,985
Task 5:	Public Hearing	\$4,147
Sub-Total		\$23,895
Task 6:	CalEEMod (Optional)	\$4,655
Task 7:	Additional Services	\$5,000
Total with Optional And Additional Services		\$33,550

* 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 Task identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement (\$33,550) be exceeded.