

# ORIGINAL

## Ascent Environmental, Inc.

### Environmental Services to Prepare an Environmental Impact Report for the Saratoga Estates Subdivision Project

#### AGREEMENT FOR SERVICES #367-S1511

**THIS AGREEMENT**, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Ascent Environmental, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 455 Capitol Mall, Suite 300, Sacramento, California 95814 (hereinafter referred to as "Consultant");

#### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency in preparation of an Environmental Impact Report (EIR) for the development of the Saratoga Estates Subdivision Project (County File Number: TM 14-1520) located in El Dorado Hills, El Dorado County, California (Assessor's Parcel Number 120-070-02);

**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**, Consultant has been engaged in a separate agreement with the project Applicant to complete the preliminary tasks necessary for the completion of the overall project. The remaining tasks related to the project shall be completed in accordance with this Agreement between County and Consultant.

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

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

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

#### ARTICLE I

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

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein, not including Contingency Work or As-Needed Planning Services. No payment will be made for any work performed prior to the effective date of the Agreement.

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

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

Before proceeding with any work concerning Contingency Work or As-Needed Planning Services under this Agreement, the parties shall identify the specific services to be provided for each assignment. County's Contract Administrator will issue a written Work Order for any Contingency Work assigned to Consultant where the not-to-exceed cost itemization does not exceed the allocated amount referenced in Exhibit C as Contingency Work/As-Needed Planning Services.

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

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

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

All of the services included in this Article and Exhibit A, Scope of Work, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

## **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 Renasci Development, LLC (Applicant) under a separate Agreement between County and Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by Applicant under the terms of said separate Agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from Applicant.

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

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including special reproductions, delivery charges, postage, parking and other outside services authorized herein, shall be invoiced in accordance with Exhibit B, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

The total amount of this Agreement, inclusive of all costs, expenses and Work Orders shall not exceed \$86,755.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number or Work Order number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE VI, 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  
Community Development Agency  
Development Services Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Roger Trout  
Development Services Division Director

or to such other location as County directs.

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

#### **ARTICLE IV**

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

#### **ARTICLE V**

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

All of Consultant's services and deliverables must adhere to and be in full compliance with Exhibit A, 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 has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by County or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by County and/or other appropriate approving agencies.

## **ARTICLE VI**

**Progress Reports:** Upon final execution of Agreement and/or any Work Orders issued pursuant to this Agreement, 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. The reports shall be sufficiently detailed for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator, and Consultant shall be required to modify work as necessary to meet that level of acceptability as defined by County's Contract Administrator. Separate detail shall be provided for each Work Order. Progress reports shall include the total number of hours worked by Consultant and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

## **ARTICLE VII**

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

## **ARTICLE VIII**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with this Agreement and/or any Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

## **ARTICLE IX**

**Consultant's Project Director and Project Manager:** Consultant designates Sydney Coatsworth as its Project Director and Mike Parker as its Project Manager for this

Agreement. Consultant's Project Director and 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 Director and Project Manager shall be responsible for all matters related to Consultant's personnel and operations including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Work Orders issued pursuant to this Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel.

#### **ARTICLE X**

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

#### **ARTICLE XI**

**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 XII**

**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 XIII**

**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 XIV**

**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 XV**

**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 and/or any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE XVI**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement and/or any Work Order issued pursuant to 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 this Agreement and/or any Work Orders issued pursuant to this Agreement.

## **ARTICLE XVII**

### **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 and/or any Work Order issued pursuant to 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 or Work Orders. 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 XVIII**

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



Notices to County shall be in duplicate and addressed as follows:

To County:

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

Attn.: Roger Trout  
Development Services Division  
Director

With a copy to:

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

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

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Ascent Environmental, Inc.  
455 Capitol Mall, Suite 300  
Sacramento, California 95814

Attn.: Gary Jakobs, Vice President

or to such other location as Consultant directs.

#### **ARTICLE XIX**

**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 XVIII, 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 XX**

**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 XXI

**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 XXII**

**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 XXIII**

**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 XXIV**

**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 XVII, Default, Termination, and Cancellation, herein.

#### **ARTICLE XXV**

**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 XXVI**

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

#### **ARTICLE XXVII**

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

#### **ARTICLE XXVIII**

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

**ARTICLE XXIX**

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

**ARTICLE XXX**

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

**ARTICLE XXXI**

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

**ARTICLE XXXII**

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

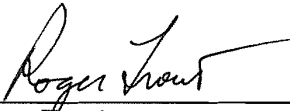
**ARTICLE XXXIII**

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

**ARTICLE XXXIV**


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

**Requesting Contract Administrator and Division Concurrence:**

By:   
Roger Trout  
Development Services Division Director  
Community Development Agency

Dated: 6-8-15

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 6/9/15

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

--COUNTY OF EL DORADO--

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

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

Board of Supervisors  
"County"

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

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

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

--ASCENT ENVIRONMENTAL, INC.--

By: \_\_\_\_\_  
Gary Jakobs  
Vice President  
"Consultant"

Dated: 6/23/15



By: \_\_\_\_\_  
Honey Walters  
Corporate Secretary

Dated: 6/23/15

**Ascent Environmental, Inc.**

**Exhibit A**

**Scope of Work**

Consultant shall prepare an Environmental Impact Report (EIR) for the proposed development of the Saratoga Estates Subdivision Project (Project). The EIR shall be prepared in accordance with CEQA guidelines and will be divided into two (2) phases as outlined below.

**PROJECT DESCRIPTION**

The services provided by this Agreement are related to the preparation of an EIR for the proposed Project by Renasci Development, LLC (Applicant). This is a discretionary development Project consisting of a 316 unit infill residential development located on an approximate 121 acre site, APN 120-070-02, in the El Dorado Hills community area. The Project also includes approximately 41 acres of open space areas, which would include public parks, a trail system along corresponding wetland areas, landscaping, and existing open space areas to be retained. The Project requires the completion of an EIR as well as mitigation and public meetings.

The site contains varying topography ranging from an elevation of 645 feet to 755 feet with ridges along the eastern and western boundaries, and is characterized by annual grassland and over three (3) acres of riparian habitat with perennial surface waters. The proposed Project would preserve wetland features on the site. The northwestern portion of the Project site contains two (2) small areas of blue oak woodland containing mature blue oaks. Surface water runoff on the Project site contributes to two (2) watershed areas: the western portion of the Project site drains west to the City of Folsom and the Humbug-Willow Creek basin while the eastern portion drains into an unnamed drainage near the center of the site that is tributary to Carson Creek.

The El Dorado County General Plan land use designation for the Project site is High Density Residential (HDR). The parcel containing the Project site is currently zoned R1 (one-family residential district). The Project is proposing to change the zoning on the Project site to R1-PD (one-family residential, planned development). Planned residential developments allow for innovative planning and development to fulfill the development strategies of the El Dorado County General Plan by encouraging balanced growth that reflects the character and scale of the community. Under the PD zoning district, the General Plan encourages uses that provide a public benefit through clustering intensive land uses to minimize impacts to natural resources, cultural resources, and visual resources while also promoting public health, safety, and welfare in the community.



## **SCOPE OF WORK**

El Dorado County has indicated that the appropriate level of environmental review for the Project is an environmental impact report (EIR). The following scope of work describes the tasks necessary to prepare an EIR for the proposed Saratoga Estates Project. The EIR shall be prepared in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines. No project-specific permitting from federal, state, or local agencies is included as part of this scope of work.

Since the Project is consistent with the land use designation and development densities of the General Plan, the scope of work assumes substantial reliance on the General Plan EIR through incorporation by reference and tiering. Although the General Plan EIR was certified in July 2004, economic conditions since that time have been such that the pace of development and new growth has been very slow. It is expected that the level of development in the region remains mostly in line with the assumptions in the General Plan EIR and that the General Plan EIR analysis remains valid for tiering in most instances.

The scope of work is divided into two (2) phases: Project initiation/management, including scoping and preparing a complete Project description and ongoing Project management activities and meetings; and EIR preparation, including all required substantive and procedural elements. In order to avoid delay of Project initiation, Consultant completed many of the tasks under a separate agreement with the Applicant. The scope of work tasks for this Agreement include Project management and attendance at meetings and hearings, preparation of a screencheck and public draft EIR, preparation of an administrative final and final EIR, and mitigation monitoring and reporting program development.

### **PHASE 1 – PROJECT INITIATION**

#### **Task 1.4 – Project Management/Meetings**

Consultant shall monitor the Project's progress and report to County on a monthly basis until completion of the Project. Consultant shall prepare written monthly progress reports detailing the Project schedule, status of technical studies, information needs, and the status of the EIR. Consultant shall coordinate Project issues as they arise with County and shall ensure objectives are met, schedule is maintained, and that the Project is implemented within the established budget parameters. Consultant's Project Director and Project Manager shall attend up to three (3) in-person meetings with County if deemed necessary by County.

**Deliverables:** Consultant shall submit to County monthly invoices as well as progress reports electronically in PDF format.

**Schedule:** Consultant shall submit invoices and progress reports to County monthly, within 30 days of close of billing period.

## **PHASE 2 – PREPARATION OF ENVIRONMENTAL IMPACT REPORT**

### **Task 2.2 – Prepare Screencheck Draft EIR and Public Draft EIR**

Based on one (1) set of consolidated comments from County, Consultant shall incorporate written comments on the ADEIR to produce a Screencheck Draft EIR, in accordance with County requirements, for County's review. Upon receipt of one (1) set of consolidated Screencheck Draft EIR comments from County, Consultant shall incorporate those comments and produce a Public Draft EIR suitable for public distribution. Consultant shall prepare the Executive Summary, NOC, and NOA. It is assumed that Consultant shall handle posting of the Draft EIR, Executive Summary, and NOC at the Office of Planning and Research (OPR).

Consultant shall assist in the preparation of the Notice of Availability (NOA). It is assumed that County will be responsible for posting and noticing requirements.

**Deliverables:** Consultant shall submit to County the Screencheck Draft EIR for review and comments in electronic MS Word and PDF formats as well as five (5) hardcopies with appendices in CD format.

Consultant shall submit to County one (1) full hard copy in PDF format with printed appendices, and twenty-nine (29) hard copies with appendices on CD.

Consultant shall submit to the Office of Planning and Research (OPR) fifteen (15) hard copies and fifteen (15) CD copies of the Executive Summary.

Consultant shall submit to County the NOC and NOA in electronic MS Word and PDF formats.

**Schedule:** Consultant shall submit the Screencheck Draft EIR within three (3) weeks of receipt of County's comments.

Consultant shall submit the Draft EIR, Executive Summary, and NOC within one (1) week of County's approval of the Screencheck Draft EIR.

### **Task 2.3 – Administrative Final EIR**

Consultant shall respond to any received comments during the Draft EIR comment period and provide thorough, well substantiated responses addressing issues related to the DEIR's environmental analysis. For purposes of this scope of work, Consultant assumes that public comments will focus primarily on the merits of the Project and that approximately fifty (50) hours of technical staff time shall be adequate to respond to all comments related to environmental issues. Should a large volume of comments be

received, Consultant shall coordinate with County regarding schedule and budget implications. In this instance, responses may include master responses that address multiple comments regarding the same topic. Upon receipt of comments on the DEIR during the comment period, Consultant shall prepare the Administrative Final EIR. The Administrative Final EIR shall be submitted to County for review and shall include any text changes initiated by County in response to public comment.

**Deliverables:** Consultant shall submit to County the Administrative Final EIR electronically in MS Word and PDF format as well as five (5) hard copies.

**Schedule:** Consultant shall submit the Administrative Final EIR within thirty (30) days of receipt of all comments. If a large volume of comments are received on the DEIR, the schedule will be determined by Consultant and County.

#### **Task 2.4 – Prepare Final EIR**

Consultant shall prepare the Final EIR based on the comments received by County. The Final EIR shall consist of the following three (3) major sections:

- An Introduction section including a matrix of comment letters received and a summary of the environmental issues raised in each letter.
- A Response to Comments section including individually bracketed and numbered comments with corresponding responses, as well as any master responses.
- A Changes to the Draft EIR section including specific text changes for instances in which the Draft EIR requires revision.

**Deliverables:** Consultant shall submit to County the Final EIR and NOC electronically in MS Word and PDF formats as well as thirty (30) hard copies

**Schedule:** Consultant shall submit the Final EIR and NOC within three (3) weeks of County's approval of the Administrative Final EIR.

#### **Task 2.5 – Mitigation Monitoring and Reporting Program**

Consultant shall prepare the Mitigation Monitoring and Report Program (MMRP) based on the mitigation measures of the EIR as amended through responses to comments. It is assumed that County will prepare the Findings of Fact (Findings) and Statement of Overriding Considerations in support of the EIR. County may require Consultant to prepare Findings and Statement of Overriding Considerations, as outlined in Contingency Work below.

**Deliverables:** Consultant shall submit to County the MMRP electronically in MS Word and PDF format.

**Schedule:** Consultant shall submit the MMRP to County within three (3) weeks of County's approval of the Administrative Final EIR.

### **Task 2.6 – Public Meetings/Hearings**

Consultant project management staff shall attend up to three (3) public meetings, including but not limited to, the public hearing on the Draft EIR, Planning Commission and Boards of Supervisors meetings, or other public meetings, to provide technical support on the Final EIR. It is assumed that County staff will arrange each meeting, prepare presentation materials, and provide appropriate notices for the public.

### **Contingency Work/ As-Needed Planning Services**

#### *Contingency Work*

County may require Consultant to perform Contingency Work. Such Contingency Work may supplement, expand or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical or necessary to complete Project on schedule by County's Contract Administrator (CA).

If deemed necessary by County's CA, Consultant shall prepare Findings and Statement of Overriding Considerations (Task 2.5). The Findings shall specify which mitigation measures have been incorporated into Project and which have not, as well as specify why certain mitigation measures are infeasible. If applicable, the Findings shall also identify feasible Project alternatives that could reduce adverse environmental effects but are not being implemented, along with an explanation as to why they are considered to be infeasible. At County's direction, Consultant shall prepare an administrative draft of the Findings and shall submit to County for review and comment. Upon receipt of the comments, Consultant shall incorporate the comments and prepare a final Findings report. The cost to prepare the Findings shall be developed once the EIR is prepared.

#### *As-Needed Planning Services*

If requested by County's CA, Consultant shall provide as-needed planning services to County in support of the Project.

Before proceeding with any Contingency Work or As-Needed Planning Services under this Agreement, the parties shall identify the specific services to be provided for each assignment. Consultant shall submit the Contingency Work or As-Needed Planning Services in a written letter format, which shall be approved by County's CA by issuance of a Work Order.

**Ascent Environmental, Inc.**

**Exhibit B**

**Fee Schedule**

Hourly Rates

Consultant's hourly rates are as follows:

Classification	Hourly Rate
Project Director	\$230/Hour
Project Manager	\$150/Hour
Environmental Planner I	\$120/Hour
Environmental Planner II	\$105/Hour
Sr. Biologist/Ecologist	\$160/Hour
Staff Biologist/Ecologist	\$140/Hour
Sr. Air/GHG/Noise	\$195/Hour
Environmental Planner/Air/GHG/Noise	\$110/Hour
GIS/Graphics	\$105/Hour
Word Processing/Administrative	\$90/Hour

Mileage Reimbursement

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

Other Direct Costs

Consultant shall bill for the following expenses that may be incurred in association with the services provided pursuant to the scope of work:

- CD's and Miscellaneous Reproduction
- Mileage and Parking
- Maps, Supplies, and Photos
- Postage and Delivery
- Other Miscellaneous Costs

Other direct costs shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

**Ascent Environmental, Inc.**

**Exhibit C**

**Cost Estimate\***

**Phase 1 – Project Initiation**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
Task 1.4	Project Management / Meetings	\$16,080.00
<b>Phase 1 Total</b>		<b>\$16,080.00</b>

**Phase 2 – Preparation of Environmental Impact Report**

<b>Task</b>	<b>Description</b>	<b>Cost</b>
Task 2.2	Prepare Screencheck Draft EIR and Public Draft EIR	\$21,965.00
Task 2.3	Administrative Final EIR	\$8,710.00
Task 2.4	Prepare Final EIR	\$9,090.00
Task 2.5	Mitigation Monitoring and Reporting Program	\$3,250.00
Task 2.6	Public Meetings / Hearings	\$3,870.00
<b>Phase 2 Total</b>		<b>\$46,885.00</b>

**Other Direct Costs**

<b>Item Description</b>	<b>Cost</b>	
Printing/Hardcopy Deliverables	\$2,490.00	
CD's and Miscellaneous Reproduction	\$500.00	
Mileage and Parking	\$300.00	
Maps, Supplies and Photos	\$100.00	
Postage and Delivery	\$200.00	
Other Miscellaneous Costs	\$200.00	
<b>Direct/Other Costs Total</b>		<b>\$3,790.00</b>

**Contingency Work / As-Needed Planning Services** **\$20,000.00**

**Total Project Cost Estimate**

Phase 1 – Project Initiation	\$16,080.00	
Phase 2 – Preparation of Environmental Impact Report	\$46,885.00	
Other Direct Costs	\$1,300.00	
Contingency Work/As-Needed Planning Services	\$20,000.00	
<b>Total Cost</b>		<b>\$86,755.00</b>

\*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 Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks, Other Direct Costs, and Contingency Work/As-Needed Planning Services identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.