



**Agreement for Services 003D-A-11/12-BOS
Between the
County of El Dorado and LSA Associates**

COUNTY FILE NUMBERS TM11-1505, A11-0006, PD11-0006, Z11-0008

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and LSA Associates a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 4200 Rocklin Road, Suite 11B, Rocklin, CA 95677 (hereinafter referred to as "Consultant" or "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereinafter referred to as "EIR") for the development of the Dixon Ranch subdivision located El Dorado Hills in El Dorado County, California.

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

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

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000; and

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 the personnel and equipment necessary to provide services described in the "Exhibit A" marked "Scope of Work for the Dixon Ranch Project" incorporated hereto and made by reference a part hereof. No work shall be completed prior to a letter to proceed being provided by the contract administrator or designee. Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire two (2) years from the date of execution thereof.

ARTICLE III

Compensation for Services:

- A. Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it as set forth under this Agreement are provided by Applicant (Dixon Ranch Partners, LLC) under a separate contract 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 contract, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from Applicant.

B. Subject to (A) above, for services provided herein, County agrees to pay Contractor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoices(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be as follows:

Phase	Description	Cost
1.0	Project Initiation	\$ 7,260
2.0	Technical Analysis	\$ 14,620
3.0	Draft EIR Preparation	\$ 65,175
4.0	Final EIR Preparation	\$ 10,890
5.0	Findings/Overriding Considerations/MMRP	\$ 7,375
6.0	Project Management and Meetings	\$ 11,900
7.0	Additional Scope Items	\$ 10,000
	TOTAL	\$127,220

The total amount of this Agreement shall not exceed One Hundred Twenty-Seven Thousand Two Hundred Twenty Dollars and 00/100 (**\$127,220.00**).

C. Travel and/or mileage expenses, if applicable, shall be made in accordance with Exhibit "B" marked "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof up to the not-to-exceed amount of the Agreement.

ARTICLE IV

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

ARTICLE V

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 term hereof. The following additional provisions shall also apply:

- A. Conformity with Statutes, Decisions, Guidelines and Ordinances. The EIR shall be written in conformity with all applicable State statutes including but not limited to CEQA (Public Resources Code, §21000 et seq.), State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto as last amended, the Environmental Guidelines (objectives, criteria, and procedures required pursuant to CEQA) last adopted by County, and in the format presently prescribed by County. All subjects in the format shall be addressed even if only to state that there is no significant impact. The format may be expanded where necessary to address a subject in greater detail. Conformity with any relevant judicial decisions, guidelines, or ordinances is also required.
- B. Responsibility for Preparation. The EIR shall be prepared for County in fulfillment of the obligations of County as the public agency having responsibility for preparation of an EIR for the project. It is understood that Consultant shall prepare the EIR so as to be as accurate and objective as reasonably possible.
- C. Meetings to be Attended. Consultant shall attend such meetings as County staff determines will be necessary to complete Consultant's obligations under this Agreement, as specified in the Scope of Work. Additional meetings shall be compensated as specified in any addendum to this Agreement entitled "Change Orders."
- D. Designation of Responsible Primary Contact. Consultant shall have a Responsible Primary Contact who shall be responsible for Consultant's obligations under this Agreement who shall serve as primary liaison between County and Consultant. Designation of another Responsible Primary Contact by Consultant is subject to a mutually agreed upon written amendment. The name of the Responsible Principal is Kelly Jackson.

Consultant shall provide experienced and qualified personnel, to carry out the work to be performed by Consultant under this Agreement and shall be responsible for and in full control of the work of such personnel. Consultant may

retain subconsultants for data collection with the prior approval of County, and Consultant shall be responsible for and in full control of the work of such subconsultants. The Responsible Principal shall notify County when Consultant contacts, or is contacted by, Applicant, as well as the substantive nature of said contact.

- E. Relationship Between Parties: Work Standards. The parties to this Agreement agree that the relation created by, and for the duration of this Agreement is that of independent contractor. Consultant is not an agent or employee of County and, among other things, is not entitled to the benefits provided by County to its employees, including but not limited to workers' compensation insurance and unemployment insurance. County shall not provide office or other workspace for Consultant. Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of an EIR. Consultant assumes responsibility for the EIR being prepared in a professional manner. Consultant acknowledges that County is the ultimate authority, and must affect independent judgment as to the contents of the EIR and its adequacy. In the event of any disagreements between Consultant and County staff, subconsultants if any, the Applicant, or experts or other consultants retained by Applicant, Consultant shall immediately report such disagreement to the Development Services Director of County who shall have sole authority to decide and resolve all such disagreements. Nothing in this paragraph shall be deemed to negate, effect, or alter the independent contractor relationship between the parties to this Agreement.
- F. Materials and Equipment. Consultant shall furnish, at his/her/its own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of such equipment.
- G. County to Furnish Information Available. All information, data, records, and maps which are available in County records for performing Consultant's services as

specified herein, shall be furnished by County to Consultant. Upon request of Consultant, County shall furnish the names and addresses of interested public agencies, but Consultant shall be responsible for all liaisons which may be made with these agencies, or other interested parties. Consultant shall be responsible for developing and obtaining any additional information reasonably required to complete the EIR.

- H. Correction of Errors. The correctness and completeness of any information furnished by Consultant shall be within the discretion of the Development Services Director. Consultant will perform any field work and will prepare any maps, charts, or data necessary to correct errors, omissions, discrepancies, deficiencies, or ambiguities in the EIR without additional compensation. Consultant will give immediate attention to these changes so that there will be no delay to County in meeting the schedule set forth in the work program and contract.
- I. Data Developed in Public Domain. All information, data, maps, charts, and studies developed by Consultant which are made a part of the Administrative Draft EIR, the Draft EIR or the Final EIR, are in the public domain and may be used by Consultant or County as property within the public domain. Consultant, by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft EIR, Draft EIR or Final EIR.
- J. Documents, Maps, and Photographs Developed are County Property. All original documents, maps, charts, photographs, and other material prepared by Consultant which are made a part of the Administrative Draft EIR, Draft EIR, or Final EIR shall be the property of County and shall be delivered to County prior to final payment.

ARTICLE VI

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all 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 the Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

ARTICLE VII

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 VIII

Independent Consultant/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 terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, 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 VIII

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

budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

ARTICLE IX

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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the 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 without cause. 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 contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

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 addressed as follows:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: ROGER P. TROUT, DEVELOPMENT SERVICES DIRECTOR

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

LSA ASSOCIATES, INC.
4200 ROCKLIN ROAD, SUITE 11B
ROCKLIN, CA 95677
ATTN: Kelly Jackson

Or to such other location as the Consultant directs.

ARTICLE XI

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including 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 the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subconsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance:

- I. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the COUNTY.

- II. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. The following policies of insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII. Coverage shall be at least as broad as:
 - A. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 1. The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
 2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded

shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

3. For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 4. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.
- B. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- C. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- D. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- E. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. COUNTY may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- F. Contractor shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- G. If Contractor does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

ARTICLE XIII

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 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 XIV

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 XV

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 contract 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 the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XVI

California Residency (Form 590): All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVII

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVIII

County Business License: 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 Code Section 5.08.070.

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this

Agreement is Roger Trout, Director, Development Services Department or successor.

ARTICLE XX

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 to the obligations set forth herein.

ARTICLE XXI

Partial Invalidity: If any provision of this 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 XXII

Venue: 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 XXIII

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 Concurrence:

By: _____
Roger Trout, Director
Development Services Department

Dated: _____

Requesting Department Head Concurrence:

By: _____
Roger Trout, Director
Development Services Department

Dated: _____

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Raymond Nutting, Chair
Board of Supervisors
"County"

ATTEST:
Suzanne Allen de Sanchez, Clerk
of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

--CONSULTANT--

LSA ASSOCIATES, INC.
(A CALIFORNIA CORPORATION)

By: _____
Les Card
CEO
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____

SCOPE OF WORK FOR THE DIXON RANCH PROJECT

This work scope outlines the detailed work program that LSA will follow in completing an Environmental Impact Report (EIR) for the Dixon Ranch project. A description of each of the tasks LSA would complete as part of the preparation of the EIR is provided below. As with all EIR work scopes, this document and project budget may require modification as a result of public and agency comment on the Notice of Preparation (NOP), changes to the scope of work, delays in schedule, additional efforts beyond those contemplated in this work scope or other circumstances beyond LSA's control.

1.0 PROJECT INITIATION

Start-Up Meeting, Data Gathering, Site Visit/Field Survey

To initiate the project, LSA will attend a start-up or kick-off meeting with the County and applicant to lay out the project schedule, identify interrelated tasks, and assign responsibilities. LSA will then collect relevant data and previously prepared technical studies and conduct an initial site visit.

Initial Study

LSA will prepare an Initial Study that will be attached to the NOP. The Initial Study will identify potential project impacts in a checklist format to assist in determining possible areas of controversy. LSA will follow the checklist format provided in Appendix G of the CEQA Guidelines.

Notice of Preparation

LSA will prepare an NOP for distribution, which will briefly describe the project and its potential environmental effects and will include regional and local maps. LSA will coordinate with County staff to ensure that copies of the NOP documents are mailed to Responsible and Trustee agencies and the State Clearinghouse. LSA will print fifty (50) copies of the NOP documents and will deliver the documents to the County for distribution. Following the 30-day comment period, LSA will review all comments and notify the County of any issues that had not been anticipated in our scope of work.

2.0 TECHNICAL ANALYSIS

Several technical studies have been prepared by various consultants for the proposed project that must be integrated into the EIR. LSA assumes that these studies will be provided in a format consistent with CEQA analysis (level of impact before mitigation, mitigation measures, level of impact after mitigation). It is recommended that each of the consultants review the appropriate EIR section that LSA prepares for content and accuracy.

The following technical analysis will be completed and incorporated into appropriate sections of the EIR. Stand-alone technical reports are not proposed in the effort to streamline the environmental process and reduce costs.

Air Quality

The project site is located in El Dorado County, which is a nonattainment area for ozone. Future development on the project site could affect regional air quality by increasing regional pollutants. The proposed project would generate long-term vehicle trips that emit combustion-related pollutants; air pollutants, including particulate matter, would also be released during construction activities associated with buildout of the project. Vehicles associated with remediation activities would also emit air pollutants.

To identify existing air quality conditions and potential air quality impacts resulting from the project, LSA will undertake the following tasks:

- *Describe the existing regulatory framework.* The existing regulatory framework for air quality, including existing air quality laws and regulations, and the roles of regulatory agencies such as the California Air Resources Board (ARB) and the El Dorado County Air Pollution Control District (APCD) will be described.
- *Obtain and describe air quality monitoring data.* Meteorological and air quality data compiled by the ARB, and climatological and air quality profile data gathered by the El Dorado County APCD will be used to describe existing ambient air quality in the project vicinity. Other sources such as regulatory documents, professional publications, and past LSA experience will supplement background information.
- *Assess Construction Impacts.* Development of the project would generate air pollution through the release of construction equipment exhaust and fugitive dust from grading operations. Construction emissions from the project will be quantified and documented in the EIR.
- *Assess project operation-period impacts.* The project would generate new vehicular trips within the region. Emissions associated with long-term operations from vehicle trips will be calculated with the ARB's URBEMIS 2007 model. Project trip generation and other data included in the transportation analysis will be used. In addition, emissions associated with stationary sources, such as on-site energy consumption or emissions from residential wood combustion devices, will be estimated with the URBEMIS 2007 model.
- *Assess carbon monoxide (CO) impacts.* A qualitative local CO hot spot analysis will be prepared to document the potential for CO impacts from the proposed projects.
- *Identify mitigation measures.* Mitigation measures designed to reduce the project's long-term air quality impacts to the extent feasible will be identified. Mitigation measures established by the El Dorado APCD for dust suppression will be identified to reduce construction impacts.

Noise

Local roadways in the project vicinity are the primary source of noise impacting the project site. Traffic generated by the proposed project could significantly impact existing residents in the project vicinity by elevating the existing roadway noise. Construction activities that occur during build out of the project could expose sensitive receptors within and around the site to high noise levels.

LSA will undertake the following tasks to identify existing noise conditions and potential impacts that could result from implementation of the proposed project:

- *Identify noise and land use compatibility criteria.* Applicable State of California and El Dorado County noise and land use compatibility criteria will be identified.
- *Characterize existing noise.* Existing sources of noise in and around the project site, such as traffic and aircraft, will be identified.
- *Conduct ambient noise monitoring.* Short-term ambient noise monitoring will be conducted at a total of up to four locations within the project site to establish the existing noise environment.
- *Assess short-term construction impacts.* Noise impacts from construction activities will be analyzed based on available project-specific construction information provided to LSA. United States Environmental Protection Agency-recommended noise emission levels will be used to identify noise levels associated with construction equipment. Construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and/or hourly equivalent continuous noise levels (L_{eq}) and their frequency of occurrence.
- *Calculate project and cumulative vehicle impacts.* Noise impacts from vehicle trips generated by the project and

cumulative vehicular trips will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model. Model input data include average daily traffic levels; day/night percentages of autos, medium and heavy trucks; vehicle speeds; ground attenuation factors; and roadway widths. Projections of the future Community Noise Equivalent Level (CNEL) along selected roadway segments, based on the transportation analysis prepared for the EIR, will be provided in a table format to show the relationship between roadway noise sources and adjacent areas affected by elevated noise levels. Noise impacts on sensitive land uses from project traffic will also be assessed.

- *Identify mitigation measures.* Mitigation measures designed to reduce short- and long-term noise levels to acceptable levels will be identified. Both an evaluation of the potential mitigation measures and a discussion of their effectiveness will be provided.

Global Climate Change

To assist public agencies in analyzing the effects of GHGs under CEQA, Senate Bill 97 (Chapter 185, 2007) requires the Governor's Office of Planning and Research (OPR) to develop CEQA guidelines on how to minimize and mitigate a project's GHG emissions. On December 30, 2009, the California Natural Resources Agency adopted CEQA Guidelines Amendments related to Climate Change. These amendments become effective on March 18, 2010, and state that a lead agency should make a good-faith effort, based on available information, to describe, calculate or estimate the amount of GHG emissions resulting from a project. Revisions to Appendix G of the CEQA Guidelines suggest that the project be evaluated for the following impacts:

- Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

The El Dorado County APCD currently does not have an adopted threshold of significance for GHG emissions. However, in 2008, the El Dorado County Board of Supervisors adopted the "Environmental Vision for El Dorado County" Resolution No. 29-2008, which sets forth goals and actions to reduce global impact, improve air quality and reduce dependence on landfills, promote alternative energies, increase recycling, and encourage local governments to adopt green and sustainable practices

The Global Climate Change section of the EIR will discuss, the long-term use of resources associated with the project. Based on current State and County expectations for environmental review, LSA will prepare a technical analysis evaluating the impacts of project-related energy consumption and GHG emissions.

LSA will conduct the following subtasks as part of this analysis:

- ***Describe existing environmental setting.*** LSA will summarize up-to-date information related to global climate change, along with the climate/meteorological conditions in the project vicinity, and the State and regional setting.
- ***Describe the existing regulatory framework.*** The existing regulatory framework for global climate change will identify applicable federal, State, and local policies, regulations, and programs.
- ***Determine significance criteria.*** As mentioned above, the El Dorado County APCD does not have a numeric significance threshold. LSA will work with the County to determine the appropriate significance criteria for evaluating global climate change impacts.
- ***Evaluate GHG emissions.*** LSA will provide a quantitative assessment of greenhouse gas emissions associated with all relevant sources related to the project, including construction activities, new vehicle trips, electricity

consumption, water usage, and solid waste generation and disposal.

- **Identify mitigation measures.** LSA will identify, where necessary, practical mitigation measures to address any significant project or cumulative impacts. Mitigation may include sustainable development practices and design measures such as transportation demand management measures, site disturbance reduction measures, energy conservation measures and renewable energy sources, solid waste reduction measures and sustainable solid waste management practices, and water conservation and efficiency measures, over and above any already identified by the project applicant. LSA will provide a summary, to the extent information is available, of the expected percentage reduction of GHG emissions from the recommended mitigation measures.

3.0 DRAFT EIR PREPARATION

Administrative Draft EIR

The environmental information will be organized into an Administrative Draft EIR. The Administrative Draft EIR is expected to include all the components listed below:

- *Introduction;*
- *Executive Summary;*
- *Project Description;*
- *Setting, Impacts, and Mitigation Measures;*
- *Alternatives to the Proposed Plan;*
- *Cumulative and Growth-Inducing Impacts;*
- *CEQA-Required Assessment Conclusions;*
- *List of Persons and Organizations Contacted;*
- *Bibliography; and*
- *Technical Appendices, as needed.*

Five (5) copies and one (1) electronic copy of the Administrative Draft EIR will be submitted to the County for review and comment. LSA will meet with County staff to discuss comments on the Administrative Draft.

Screencheck Draft EIR

LSA will revise the Administrative Draft EIR and prepare a Screencheck Draft for final review by County staff. We have allotted time for responding to changes; however, if this task exceeds the cost allotted in the budget due to changes in project description or requests for additional analysis that are not necessary to prepare a legally adequate document, the additional cost would be billed on a time and materials basis. Five (5) copies and one (1) electronic copy of the screencheck version of the Draft EIR will be provided for review by County staff to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

Public Review Draft EIR

Based on County staff comments, LSA will revise the Screencheck Draft EIR and produce the public review Draft EIR. Fifty (50) copies and one (1) electronic copy of the Public Review Draft EIR will be submitted to the County for distribution.

4.0 FINAL EIR PREPARATION

Administrative Response to Comments/Final EIR

After public review of the Draft EIR, LSA will formulate responses to comments, including review period comments received from the public and agencies. LSA will discuss our approach to the responses with County staff following the close of the comment period. A total of 40 hours¹ of professional staff time has been allocated towards preparing responses to comments. Five (5) bound copies and one (1) electronic copy of the Administrative Final EIR will be provided for County review.

Screencheck Response to Comments/Final EIR

LSA will revise the Administrative Response to Comments/Final EIR and prepare a Screencheck Final EIR version for final review by County staff. A total of 30 hours of professional staff time has been allocated towards responding to County comments on the Administrative Final EIR. Five (5) copies and one (1) electronic copy of the Screencheck Final EIR version will be provided for review by County staff.

Final Response to Comments/Final EIR

The Final EIR will consist of an Errata (if necessary), the Responses and Comments, and a description of the Final EIR process. A complete revision of the Draft EIR to include responses has not been included in this scope of work. A total of thirty (30) bound copies and one (1) electronic copy of the Response to Comments/Final EIR will be provided (does not include additional printing of Draft EIR).

5.0 FINDS OF FACT/OVERRIDING CONSIDERATIONS/MMRP

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

6.0 PROJECT MANAGEMENT & MEETINGS

LSA will attend one (1) start-up meeting, one (1) general site visit, and all required Public Hearings and Meetings (up to four). We will provide written documentation of all substantive project developments in the form of client memos and/or phone conversation records, and will follow up our submittals to outside parties and conduct coordination as necessary to ensure efficient and timely review.

7.0 ADDITIONAL SCOPE ITEMS

As with many complex projects, it is likely that additional requests could be required after the approval of the initial scope of work. Therefore, these requests have been included as a contingency in this scope of work as potential “to-be-defined” additional scope items. This contingency will only be utilized if needed, and only after written approval

¹ The Response to Comments documents have been estimated due to the uncertain number of comments that will be generated during public review, as well as the time needed to provide adequate responses. The projects could require a substantial amount of work to respond to public comments and, consequently, we prefer to estimate a budget for this task in the event that additional budget is required. Should the Response to Comments for the Final EIR require fewer than 40 hours of professional staff time, only the amount expended will be billed. Should additional time be needed to prepare responses, LSA will immediately notify the County to determine the effect on the project budget.

by County staff is received.