

**Pacific Municipal Consultants
doing business as
PMC**

Environmental Impact Report Preparation and Planning Services

AGREEMENT FOR SERVICES #156-S1510

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Pacific Municipal Consultants, a corporation, duly qualified to conduct business in the State of California, doing business as PMC, whose principal place of business is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency, in preparing an Environmental Impact Report (EIR) for the Green Valley Convenience Center development project, consisting of a gas station, convenience store, drive-through fast-food restaurant, and a single-bay self-service carwash, located on the southeast corner of the intersection of Green Valley Road and Sophia Parkway, in the El Dorado Hills area 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;

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, supplies, and services necessary to prepare the EIR for the Green Valley Convenience Center project. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

The fully executed Agreement shall serve as the Notice to Proceed. All of the services included in this Article 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 when fully executed by both parties hereto and shall expire two (2) years thereafter.

ARTICLE III

Compensation for Services: Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it as set forth under this Agreement are provided by the Applicant (Cameron Park Petroleum, Inc.) under a separate agreement between County and the Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by the Applicant under the terms of said separate agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from the Applicant.

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

Reimbursement for mileage expenses for Consultant shall not exceed the lesser of the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

Other direct costs including but not limited to special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

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

The total amount of this Agreement inclusive of all costs and expenses, shall not exceed \$60,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall

reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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

or to such other location as County directs.

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as

Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE VIII

Confidentiality:

- A. Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, all financial, statistical, personal, technical, or other data and information relative to County's operations 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.
- B. Permission granted by County to disclose information on one occasion shall not authorize Consultant to further disclose such information, or disseminate the same on any other occasion.
- C. Consultant shall not comment publicly to the press or any other media regarding this Agreement or County's actions on the same, except to County's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from County's Board of Supervisors.
- D. Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding services performed or to be performed under this Agreement without prior review of the contents thereof by County, and receipt of County's Contract Administrator's written permission.
- E. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE IX

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

ARTICLE X

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

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

ARTICLE XI

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

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

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

ARTICLE XII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at

least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XIII

Default, Termination, and Cancellation:

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

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

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

ARTICLE XIV

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

To County:

With a copy to:

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

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

Attn: Roger Trout
Development Services Director

Attn: Katy Sampson
Assistant Director
Administration and Finance

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Pacific Municipal Consultants dba PMC
2729 Prospect Park Drive
Suite 220
Rancho Cordova, California 95670

Attn: Philip O. Carter
President

or to such other location as Consultant directs.

ARTICLE XV

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIV, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVI

Indemnity: Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, to the extent caused by any negligent act, error or omission of Consultant in performance of service hereunder, except for the negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XVII

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and designated 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 designated volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or designated 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 designated 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 designated volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XVIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIX

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or

degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XX

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XIII, Default, Termination, and Cancellation, herein.

ARTICLE XXI

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

ARTICLE XXII

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

ARTICLE XXIII

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

ARTICLE XXIV

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

ARTICLE XXV

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

ARTICLE XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

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

Requesting Contract Administrator and Division Concurrence:

By: _____
Roger Trout
Development Services Division Director
Community Development Agency

Dated: _____

Requesting Department Concurrence:

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

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

**-- PACIFIC MUNICIPAL CONSULTANTS
d b a P M C --**

By: _____ Dated: _____
Philip O. Carter
President
"Consultant"

By: _____ Dated: _____
Jennifer LeBoeuf
Corporate Secretary

**Pacific Municipal Consultants
doing business as
PMC**

Exhibit A

Scope of Work

Consultant shall prepare an EIR (which consists of an Administrative Draft EIR, Draft EIR, Administrative Final EIR, and Final EIR) and provide planning services for the Green Valley Convenience Center Project.

ASSUMPTIONS/PROJECT DESCRIPTION

The Green Valley Convenience Center Project consists of: 1. Development Plan (PD12-0003) to allow the construction of a gas station, convenience store, drive-through fast-food restaurant, single-bay self-service carwash; 2. Finding of Consistency with General Plan Policy 7.3.3.4 to allow a reduction of the wetland setback from 50 feet to 10 feet; and 3. Design Waiver requesting a modification to Standard Plan 103-D to allow a longer taper to the encroachment for the driveway on Green Valley Road. The property is identified by Assessor's Parcel Number 124-301-46, consists of 2.12 acres, and is located on the southeast corner of the intersection of Green Valley Road and Sophia Parkway, in the El Dorado Hills area.

The project was originally approved in late 2013 with a Mitigated Negative Declaration that utilized technical studies addressing traffic, air quality, noise, biological resources, cultural resources, greenhouse gases, and drainage. Litigation was filed against the approval of the gas station associated with the adoption of the Mitigated Negative Declaration. A settlement agreement was approved that requires the preparation of an EIR to address the following specific issue areas:

- Traffic analysis of the following intersections:
 - Green Valley Road/Sophia Parkway
 - Green Valley Road/Blue Ravine/E. Natoma Street
 - Green Valley Road/El Dorado Hills Boulevard
 - Green Valley Road/Amy's Lane
 - Sophia Parkway/Elmores/Socrates Place
- Roadway sections or segments:
 - Green Valley Road from E. Natoma Street to Sophia Parkway
 - Green Valley Road from Sophia Parkway to El Dorado Hills Boulevard
- Evaluation of the installation of a "pocket lane" and installation of a full deceleration lane eastbound at Sophia Parkway and Green Valley Road.
- On-site and off-site biological and riparian impacts to the wetland crossing the project site.
- Design of the Sophia Parkway/Green Valley Road intersection regarding impacts to vehicle, pedestrian, and bicycle safety.
- Alternatives required by the California Environmental Quality Act (CEQA), including an alternative of the installation of full deceleration lane extending east from the intersection of Green Valley Road and Sophia Parkway and the

alternative “pocket lane” as previously considered by the Board of Supervisors.

- Update of the environmental analysis to address the items above as required by CEQA.

The settlement agreement also identifies that the following environmental issue areas were adequately addressed in the Mitigated Negative Declaration and do not need to be re-evaluated in the EIR but rather referenced and summarized in the EIR:

- Aesthetics
- Greenhouse Gas Emissions
- Land Use/Planning
- Population/Housing
- Agriculture and Forestry Resources
- Cultural Resources
- Hazards and Hazardous Materials
- Mineral Resources
- Public Services
- Utilities/Service Systems
- Air Quality
- Geology/Soils
- Hydrology/Water Quality
- Noise (with the exception of traffic noise impacts with the new traffic analysis)
- Recreation

SCOPE OF WORK

Task 1 - Project Initiation and Meetings

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

Deliverables: Consultant shall prepare meeting minutes and submit one (1) hard copy and an electronic copy (in pdf format) for each meeting.

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

Task 2 – Notice of Preparation

Consultant shall prepare the Notice of Preparation (NOP) describing the project location, topics to be analyzed in the EIR, and a map of the project area. An electronic version of the draft NOP shall be provided to the County for review and comment. Upon receipt of comments, Consultant shall edit the NOP. It is assumed that the County will develop the public distribution list and distribute the NOP. Consultant shall distribute the required fifteen (15) copies of the NOP to the State Clearinghouse. Consultant shall assist County in conducting a scoping meeting associated with the release of the NOP.

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

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

Task 3 – Preparation of the Administrative Draft EIR (ADEIR)

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

Introduction

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

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

This section shall summarize the characteristics of the proposed project and provide a concise summary matrix of the project's environmental impacts and associated mitigation measures as required under State CEQA Guidelines Section 15123. It shall also include a summary of environmental issues adequately addressed in the previous Mitigated Negative Declaration.

Project Description

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

Environmental Setting, Impacts, and Mitigation Measures

The following individual environmental issue areas shall be evaluated in the ADEIR in regard to project impacts (on-site and off-site) based on the settlement agreement issue areas identified above. The ADEIR shall utilize the updated traffic study as well as review and utilize the biological resources technical reports used in the original Mitigated Negative Declaration.

- Biological Resources
- Transportation and Circulation (including traffic noise)

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

In addition, the ADEIR shall contain a section titled "Environmental Effects Previously Considered in the Mitigated Negative Declaration." This section will address each of the other environmental issue areas in a brief narrative discussion and will summarize the original Mitigated Negative Declaration impact analysis and identify impacts and mitigation measures. The original Mitigated Negative Declaration shall be an appendix to this ADEIR.

Cumulative Impact Summary

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

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

Alternatives

Four (4) alternatives shall be analyzed consisting of the No Project Alternative, Amy's Lane Alternative (auxiliary lane along project frontage of Green Valley Road between Sophia Parkway and Amy's Lane with the elimination of the Green Valley Road access point and creation of a new access from Amy's Lane), Reduced Site Development Alternative, and an Off-Site Alternative. The project applicant will assist in this effort by providing conceptual drawings associated with on-site alternatives as well as technical information as available. Consultant shall coordinate with County staff in the development of up to three (3) reasonable alternatives to the proposed project, in addition to the CEQA-required No Project Alternative.

Other CEQA Requirements

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

Report Preparers and References

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

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

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

Task 4 – Revisions to ADEIR/Draft EIR (DEIR)

Consultant shall incorporate County staff edits into the DEIR. Consultant shall distribute the DEIR to the State Clearinghouse.

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.

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

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

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

Schedule: Consultant shall submit the DEIR within 30 days of County's approval of the ADEIR.

Task 5 – Administrative Final EIR

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

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

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

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

Task 6 – Final EIR and Meetings

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

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

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

Task 7 – Contingency

Contingency tasks will be authorized in writing by County's Contract Administrator as required.

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Exhibit B

Rate Schedule

Project Role/Classification	Rate
Project Manager	\$220.00
Assistant Project Manager	\$118.00
Env/Bio/Noise/Air/Planner	\$ 90.00
Graphics/GIS/Tech Editor	\$ 85.00
Administration	\$ 70.00

Other direct project charges including but not limited to special reproductions, delivery charges and other outside services shall be invoiced at Consultant's actual cost. 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 shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.

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Exhibit C

Cost Estimate*

Green Valley Convenience Center Project

Task 1.	Project Initiation and Meetings	\$	660.00
Task 2.	Notice of Preparation	\$	3,804.00
Task 3.	Preparation of ADEIR	\$	21,406.00
Task 4.	Revisions to ADEIR/DEIR	\$	9,270.00
Task 5.	Administrative FEIR	\$	8,980.00
Task 6.	FEIR and Meetings	\$	4,730.00
Task 7.	Contingency	\$	11,150.00

Total Proposed Budget Cost Estimate \$ 60,000.00

*All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Tasks identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement (\$60,000.00) be exceeded.