

ORIGINAL

**Benchmark Land Use Group, Inc.
doing business as**

Benchmark Resources

**Subsequent Environmental Impact Report for the Silver Springs Parkway to Bass
Lake Road (South Segment) Project**

AGREEMENT FOR SERVICES #327-S1411

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 Benchmark Land Use, Inc., a corporation duly qualified to conduct business in the State of California, doing business as Benchmark Resources, whose principal place of business is 2515 East Bidwell Street, Folsom California 95630 (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 a Subsequent Environmental Impact Report for the Silver Springs Parkway to Bass Lake Road (south segment);

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, equipment, subconsultants, and services necessary to complete a Subsequent Environmental Impact Report (SEIR) for the Silver Springs Parkway to Bass Lake Road (south segment) Project (hereinafter referred to as Project) and other services as may be necessary to accomplish the objectives 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. Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein, shall be prepared using the software described in this Article, and shall be submitted in accordance with the timeframes specified in Exhibit A hereto. Modifications to the deliverables required, to the completion

times specified in Exhibit A hereto, or to the software requirements may only be made in accordance with the prior written approval of County's Contract Administrator.

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

If a submittal or Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft Office (MS) 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted on CD-ROMs in jpg format with a minimum resolution of 2816 X 2112. 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 in accordance with completion time schedules identified in Exhibit A, or as specified in the individual Work Orders for Optional Tasks, if any, issued pursuant to this Agreement. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XV, Default, Termination, and Cancellation, herein.

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 upon completion and County acceptance of the Final SEIR.

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A, 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.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Standard Schedule of Charges," incorporated herein and made by reference a part hereof. Other direct costs authorized herein shall be invoiced at Consultant's cost, plus a fifteen percent (15%) administration cost markup, for the services rendered. Reproduction and large format printing costs shall be invoiced in accordance with Exhibit B. 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 or any authorized subconsultants, 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 or for any authorized subconsultants.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses other than mileage) for Consultant or any authorized subconsultants will not be reimbursed for any services performed under this Agreement.

For the purposes of budgeting the items of work identified in Exhibit A, Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Proposal*," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided in accordance with this Agreement, Consultant may request to reallocate the amounts listed in Exhibit C, among the various items of work and direct costs identified therein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultants' task and not among the various subconsultants. In no event shall the not-to-exceed total amount of the Agreement be exceeded.

The total amount for services to be provided under the Total Proposed Agreement Budget Cost Estimate in accordance with Exhibit A hereto, shall not exceed \$213,898, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the Work Breakdown Structure (WBS) Activity Identification Codes (Activity IDs) applicable for each item of work.

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
Transportation Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Matthew D. Smeltzer, P.E., Deputy Director, Engineering
Engineering Unit

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified and 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 herein below in ARTICLE XV, Default, Termination, and Cancellation.

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 local, State of California and federal statutes; El Dorado County Air Quality Management District document, Guide to Air Quality Assessment; regulations; and procedures.

All of Consultant's services and deliverables must adhere to current County, State of California Department of Transportation (Caltrans) and federal requirements for project development and shall be made available to County and Caltrans for review and approval at the appropriate stages specified in Exhibit A, hereto 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, Caltrans, 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 the appropriate approving agencies.

ARTICLE VI

Licenses: Consultant represents that it and any and all subconsultants, if applicable, 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, if applicable, shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE VII

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 individual 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 VIII

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 IX

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 X

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, including any subconsultants authorized herein, 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.

Any non-final or draft administrative reports, studies, materials and documentation, including but not limited to, all environmental documents and any Project Report (PR), relied upon, produced, created or utilized for any items of work performed under this Agreement shall be held in confidence pursuant to Government Code §6254.5(e) until release in accordance with the California Environmental Quality Act (CEQA). County and Consultant agree that such material will not be distributed, released or shared with any other organization, person or group other than County's and Consultant's employees and agents whose work requires that access.

ARTICLE XI

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 XII

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, representatives or subconsultants.

ARTICLE XIII

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 XIV

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 XV

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 XVI

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
Transportation Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Engineering Unit

With a Copy to:

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

Attn.: Sherrie Busby
Administrative Services Officer
Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Benchmark Resources
2515 East Bidwell Street
Folsom, California 95630

Attn.: David E. Brown, President

or to such other location as Consultant directs.

ARTICLE XVII

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 XVI, 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 XVIII

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 XIX

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional 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.

In addition, Consultant shall ensure that all subconsultants maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XX

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 XXI

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 XXII

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 XXIII

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 XXIV

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 XXV

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 XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, P.E., Deputy Director, Engineering, Engineering Unit, Transportation Division, Community Development Agency, or successor.

ARTICLE XXVII

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 XXVIII

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 XXIX

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 XXX

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 XXXI

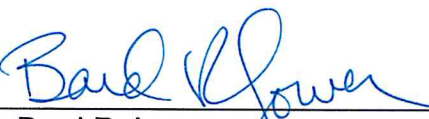
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Contract Administrator Concurrence:

By: 
Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Engineering Unit
Transportation Division
Community Development Agency

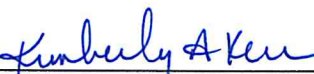
Dated: 1/10/14

Requesting Division Concurrence:

By: 
Bard R. Lower
Transportation Division Director
Community Development Agency

Dated: 1/14/14


Requesting Department Concurrence:

By: 
Kimberly A. Kerr, Acting Director
Community Development Agency

Dated: 1/15/14

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

--COUNTY OF EL DORADO--

By: 

Dated: 2-4-14

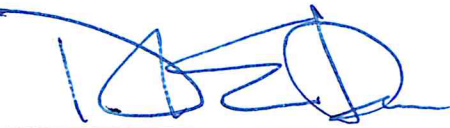
Norma Santiago, Chair
Board of Supervisors
"County"

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

By: 
Deputy Clerk

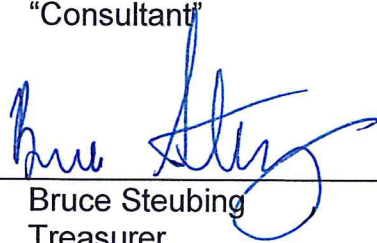
Dated: 2-4-14

--BENCHMARK LAND USE GROUP, INC.
d b a
BENCHMARK RESOURCES--

By: 

Dated: 1-16-14

David E. Brown
President
"Consultant"

By: 
Bruce Steubing
Treasurer

Dated: 1/16/14

**Benchmark Land Use Group, Inc.
dba
Benchmark Resources**

Agreement for Services #327-S1411

Exhibit A

Scope of Work

Project Overview and Background

County is intending to proceed with construction of the southern segment of Silver Springs Parkway and a new intersection at Silver Springs Parkway and Bass Lake Road (CIP Project #76108), referenced herein as the Project. County is the CEQA lead agency for the Project. Although an Environmental Impact Report (EIR) was previously certified for the realignment, due to new discretionary approvals required for right-of-way acquisition, County has determined that additional CEQA compliance is required for these decisions.

In 1986, an alignment study was conducted to determine the future alignment, design and improvements necessary to upgrade Bass Lake Road. In December of 1986 and again in August of 1987, the Board of Supervisors held hearings to review the alignment study and to receive testimony regarding the alternatives. The Board adopted the alignment and approved a Negative Declaration for the realignment project on September 22, 1987. In 1988, Benson and Sedar, a home building and development firm, purchased and submitted a tentative subdivision map (Bass Lake Subdivision) for the Dixon Ranch property south of Green Valley Road. Although the Benson and Sedar proposal was denied by County, County staff reconsidered the location of the previously adopted Bass Lake Road realignment, and concluded that the alignment shown on the subdivision map was superior to the previously adopted realignment. As a component of pursuing the alternative alignment, County prepared an EIR. The Final Environmental Impact Report (FEIR) for the Bass Lake Road Realignment project was certified by the Board of Supervisors on April 6, 1993.

In 1998, the Silver Springs subdivision was approved adjacent to the northern portion of the Bass Lake Road realignment segment (the Bass Lake Road realignment segment is now referred to as Silver Springs Parkway). Under the conditions of approval for the Silver Springs subdivision, the developer was required to construct the on-site portion (northern segment) of Silver Springs Parkway. County will construct the remaining southern segment of Silver Springs Parkway from Bass Lake Road in the south, to the connection with the northern segment that is currently under construction by the Silver Springs developer. Silver Springs Parkway will ultimately involve a four-lane, divided road with a median (two lanes in each direction) extending north from Bass Lake Road (near Bass Lake to Green Valley Road), a distance of approximately 1.2 miles. The

segment to be constructed by County is approximately 0.5-mile in length and includes construction of the new intersection of Bass Lake Road and Silver Springs Parkway.

County has determined that discretionary decisions are required to proceed with the Project, including right-of-way acquisitions, and County must comply with CEQA Guidelines. Due to the changed circumstances under which the Project would be implemented as compared to circumstances under which the original approvals were made, County has determined that a SEIR is appropriate for the Project pursuant to CEQA Guidelines Section 15162.

General Overview of Work Plan

Consultant shall conduct resource evaluations, and prepare a draft Subsequent EIR (DSEIR) and final Subsequent EIR (FSEIR) for the Project. Where appropriate, the SEIR shall utilize information from the previously certified Bass Lake Road Realignment EIR (referenced herein as the "original EIR") and include additional or new evaluations and documentation as described herein. Consultant shall also assist in coordinating public involvement and general coordination with County.

This work plan assumes that County will prepare and provide Project design and construction information necessary for the SEIR Project Description and/or that County will facilitate coordination with the Silver Springs developer for additional design information that may be needed for the Project. This work plan also assumes that County will prepare distribution lists for Project-related notices and documents.

All deliverables set forth below shall be submitted to County's Contract Administrator (CA) for this Project. The schedule and estimated hours to complete the tasks for these deliverables is subject to variation depending upon the often unanticipated complexity of the issue at hand, and includes non-quantifiable but necessary aspects of the design process such as analysis, interpretation, and evaluation. Adjustments to the completion times specified herein, may be requested by Consultant but may only be made with prior written approval of County's CA.

Detailed Work Plan

Task A Environmental Review Project Management (WBS Activity ID WBS02)

Consultant shall coordinate, review, and compile information for the SEIR and prepare the DSEIR and FSEIR. Consultant shall manage environmental review activities and participate in regularly scheduled meetings with County to discuss status, tasks, and upcoming activities. The budget for this task anticipates one (1) meeting per month for the one (1) year duration of the Project. Consultant shall provide input and record action items as necessary to track environmental review activities. Consultant shall also prepare a detailed working schedule for the SEIR, shall update the schedule on a regular basis, and, make any adjustments warranted.

Activities:

- Participate in up to twelve (12) meetings
- Prepare draft agendas and meeting notes. Submit via email to County CA for review. Incorporate comments.
- Prepare final agenda and meetings notes. Submit to County CA via email.
- Prepare base working schedule for the SEIR and update as required, subject to County CA's approval. Submit to County CA for review via email and incorporate comments.
- Prepare an updated SEIR working schedule and submit to County CA.

Deliverables:

- Draft and Final meeting agendas and notes, action items lists, email communication, and working schedules for SEIR.

Timing: Duration of Project (estimated twelve [12] months from Consultant's receipt of the fully-executed Agreement). Consultant shall submit a base detailed working schedule to County CA within three (3) weeks from Consultant's receipt of the fully-executed Agreement. Consultant shall submit updated schedules as requested for the duration of Project and subject to County CA's approval. Consultant shall submit meeting agendas two (2) days before each meeting and shall submit meeting notes one (1) week after each meeting.

Task B Prepare Draft Project Description (WBS Activity ID WBSED02)

A written description of the Project will provide the basis for which impacts are identified. For the SEIR, the Project Description shall be revised from the original EIR to document the current proposed aspects of the Project and to describe discretionary approvals already made by County and the discretionary approvals that are now required. Using design drawings and discussions with County, Consultant shall prepare a draft written description of the Project for County CA's review. The written description shall contain of a full description of the Project including design characteristics, right-of-way requirements, and other aspects based on what is known at the time of preparation. The Project Description shall also summarize changes to the Project as compared to the project considered in the original EIR.

A key component of the Project Description is to define the specific objectives of the Project. Because the Bass Lake Road realignment was previously approved and is a necessary component of a roadway improvement project already under construction, the objectives defined in the SEIR will be focused on providing a road connection along an approved alignment between two (2) specific locations. The objectives will be important in focusing the consideration of alternatives in the SEIR and in County's consideration of Project approvals. Consultant shall prepare draft objectives as a

component of preparing the Project Description and shall coordinate with County staff to ensure the objectives appropriately define the intent and extent of the Project.

Consultant shall include graphics (including details based on design drawings provided by County) in the Project Description identifying the location of the Project as well as those depicting the proposed alignment and other design features necessary to display the Project's attributes.

Consultant shall prepare an initial Draft Project Description for County CA's review and input and update the Project Description for use by agencies and for inclusion in the preliminary administrative DSEIR (ADSEIR).

Activities:

- Prepare draft objectives
- Prepare initial Draft Project Description, including graphics. Submit via email to County CA for review. Incorporate comments.
- Prepare revised Draft Project Description, including graphics. Submit to County CA.

Deliverables:

- Draft objectives
- Initial Draft Project Description, including graphics (electronic format)
- Revised Draft Project Description, including graphics (electronic format)

Timing: Consultant shall submit the Initial Draft Project Description within three (3) weeks of receiving Project information from County. Consultant shall submit the revised Draft Project Description within one (1) week of receiving review comments on the Initial Draft Project Description.

Task C Assist With SEIR Public Input (WBSED02)

Consultant shall assist County in hosting a public meeting at which agency representatives and members of the public are provided an overview of the Project and an opportunity to express their views on environmental issues scope of work that should be considered in the SEIR. This meeting and associated notices also provide an opportunity for County to define the purpose of the Project and SEIR. County will arrange for the meeting facility.

Consultant shall prepare draft and final public notices and assist County in arranging for a meeting location. The notice shall include information similar to that required for a Notice of Preparation (NOP), allowing for a determination by County that the document will be filed as a NOP with the State Clearinghouse (SCH). County staff will produce a distribution list for the notice, produce hard copies, and mail the notice to recipients. In

the event that County determines that the notice should be filed as a NOP with the SCH, County will mail the NOP with a Notice of Completion to the SCH.

Consultant shall prepare a brief presentation about the Project and environmental review process, and be prepared to lead the public meeting and/or provide input to County staff as needed. Consultant shall document comments received at the meeting.

Following the public comment period, Consultant shall review all comments (both oral and written comments) provided during the comment period. Consultant shall prepare a summary matrix of issues raised and recommend methods of addressing issues in the SEIR. Consultant shall discuss substantive comments with County staff.

Activities:

- Prepare Draft Notice of SEIR and Meeting Notice. Submit via email to County CA for review. Incorporate comments.
- Prepare Final Notice of SEIR and Meeting Notice. Submit via email to County CA.
- Prepare Draft Project Meeting Presentation (Power Point and pdf format). Submit via email to County CA for review and incorporate comments.
- Prepare Final Project Meeting Presentation (Power Point and pdf format). Submit via email to County CA.

Deliverables:

- Draft and Final Notice of SEIR and Meeting Notice (electronic format)
- Draft and Final Meeting Project Presentation (PowerPoint and PDF formats)
- Notes of Meeting Comments
- Summary Matrix of Comments and Issues
- Methods of Addressing Issues in SEIR

Timing: Consultant shall provide Draft and Final Notice of SEIR, meeting notice, Draft and Final Meeting Project Presentation, notes of meeting comments, summary of Matrix of Comments and issues, and methods of addressing issues, following completion of the written Project Description and coordination with County staff. The public comment meeting shall be held during thirty (30) day comment period.

Task D Conduct Resource Evaluations and Prepare DSEIR (WBSED02)

Consultant shall conduct resource evaluations for preparing the SEIR, which shall be incorporated into the administrative draft versions of the DSEIR for County review, the "screen check" version for final signoff, and a public review version of the DSEIR for printing and circulation. Although certain information from the original EIR will be useful, this scope of work assumes that much of the analysis requires updating to reflect current conditions and to define impacts specific to the Project. The resource evaluations shall document existing conditions for the Project site and surrounding area,

potential impacts associated with the Project, and mitigation measures reducing identified potentially significant impacts.

This scope of work assumes that the following resource issues (as identified in CEQA Guidelines Appendix G Environmental Checklist Form) will be eliminated from further consideration and will not require detailed analysis or separate sections in the SEIR. A brief summary describing why each resource issue has been eliminated from further consideration shall be provided in the DSEIR.

- Agricultural and Forestry Resources (oak woodlands impacts to be addressed in biological resources evaluation);
- Mineral Resources;
- Population and Housing (growth-inducement section will discuss potential for Project to remove a barrier to development of additional housing and increased population);
- Public Services;
- Recreation; and
- Utilities and Service Systems (Project Description will define any utility relocations and verify that any disruptions in service would be minimal with no environmental effects).

D.1 Aesthetics (Visual Resources)

Consultant shall conduct and prepare a visual resources impact assessment for the Project that evaluates the potential for the Project to result in significant visual/aesthetic impacts. The analyses shall include consideration of the visual impacts identified in the original EIR for the Bass Lake Road realignment and document whether the Project would result in a significant adverse change in the visual character of the area as viewed from representative existing publicly available viewing locations. Consultant shall conduct a qualitative assessment which considers and documents the existing visual characteristics of the Project area and adjacent areas, and draws from the analysis and conclusions of the original EIR. Consultant shall photograph the Project area and select representative photographs (both of the Project site and of roadways within the area having similar design characteristics as that of the Project) to include within the aesthetic/visual resources section of the ADSEIR.

D.2 Air Quality and Greenhouse Gas Emissions

Consultant and its subconsultant, KD Anderson & Associates (KDA) shall prepare an Air Quality Study for the Project. The Air Quality Study shall include an analysis of criteria pollutant emissions and greenhouse gas (GHG) emissions associated with global climate change, consistent with methods presented in the El Dorado County Air Quality Management District (AQMD) document Guide to Air Quality Assessment, and approaches applied by El Dorado County in recent CEQA documents. In preparing the Air Quality Study, KDA shall complete the following subtask.

Estimation and Evaluation of Construction Phase Emissions

As specified in the AQMD Guide to Air Quality Assessment, KDA shall quantify Project-related construction emissions using the Sacramento Metropolitan Air Quality Management District Road Construction Emissions Model. This is a spreadsheet model that allows customization of inputs relating to the type of project, its duration and length, and the type and age of equipment used. Model outputs include emissions from operation of equipment, load hauling, worker commute trips and fugitive dust. KDA shall consult with County and Consultant on the assumptions to be used in this model.

KDA shall conduct a screening evaluation of risks from toxic air contaminants from operation of diesel equipment and possible disturbance of asbestos-containing soils. If the toxic air contaminants screening evaluation identifies that a full health risk assessment may be needed, KDA and Consultant shall notify County.

KDA shall address the issue of naturally-occurring asbestos (NOA). Emissions of NOA have been attributed to soil-disturbing activities. KDA has reviewed the map Asbestos Review Areas – Western Slope – County of El Dorado – State of California, which indicates the Project site is in an area designated “More Likely to Contain Asbestos.” This scope of work assumes that it will be sufficient for the SEIR to document that NOA may be present at the Project site. This scope also assumes that, due to the potential presence of NOA, there is a potentially significant impact associated with fugitive dust emissions containing NOA. KDA shall include mitigation that would require preparation of a Fugitive Dust Plan in compliance with AQMD Rule 223-1, and if necessary, an Asbestos Dust Mitigation Plan in compliance with Rule 223-2. This scope of work does not include a health risk assessment or geotechnical studies to determine the actual presence of NOA within the Project study area.

Consultant shall obtain Project Description information from County for the air quality assessment including maps or text describing the maximum area of construction-related soil disturbance on a single day, soil imported or exported during construction, construction schedule, and estimated diesel fuel consumption during construction.

Estimation and Evaluation of Operational Emissions

KDA shall estimate the Project-related change in operational emissions. Operational emissions shall be based on the traffic study being prepared for the Project. While the Project does not generate new vehicle trips, it would divert some vehicle trips. Based on vehicle miles traveled (VMT) data from the traffic study, KDA shall estimate the Project-related change in emissions. Emissions shall be estimated using the California Environmental Protection Agency, Air Resources Board EMFAC2011 emissions program. KDA shall determine

whether the Project-related change in emissions is significant using the criteria in the AQMD Guide to Air Quality Assessment.

KDA shall also determine whether a carbon monoxide “hot spots” analysis is necessary at any Project-area intersections, or whether such impacts can be determined to be not significant under applicable screening criteria (e.g., U.C. Davis Transportation Project-Level Carbon Monoxide Protocol). This scope of work and budget assumes a “hot spot” analyses is not necessary. In the event that one (1) or more “hot spots” analyses is determined to be necessary, KDA, through coordination with Consultant, shall develop a separate work plan and budget for that effort.

Greenhouse Gases and Global Climate Change

KDA shall assess the effect of the Project on GHG emissions and global climate change. KDA shall quantify Project-related construction GHG emissions and operational GHG emissions. As noted earlier in this scope of work, KDA shall use the Road Construction Emissions Model to estimate construction-related emissions, and Air Resources Board EMFAC2011 to estimate operational emissions. Both the Road Construction Emissions Model and EMFAC2011 include estimates of carbon dioxide (CO₂). Neither model directly estimates other GHG emissions (e.g., methane and nitrous oxide). Therefore, CO₂ is being used as an indicator emission for GHG emissions.

Neither the AQMD nor County have adopted quantitative significance thresholds for GHG. KDA and Consultant shall recommend, and coordinate with County to verify, an appropriate approach and significance thresholds for GHG emissions. Analysis approaches and significance thresholds applied by County in previous CEQA documents shall be considered.

Preparation of Draft and Final Air Quality Impact Assessment Report

KDA shall prepare a draft Air Quality Impact Assessment Report presenting the results of the analyses described above, in a format that shall provide all information necessary for the air quality review appropriate for the SEIR. The report shall include the air quality “setting”, identification of applicable significance criteria, an explanation of the analytical methods used, and a determination of whether the analysis results show a significant impact. The report shall use significance criteria presented in the AQMD Guide to Air Quality Assessment. KDA shall prepare a final Air Quality Impact Assessment Report based on one (1) consolidated set of comments on the draft Air Quality Impact Assessment Report from County and Consultant.

D.3 Biological Resources

Consultant and its subconsultant, Foothill Associates, shall prepare an updated biological resource assessment (BRA) report for the Project in support of the SEIR. Foothill Associates shall review existing biological reports, CEQA documents, and

Project plans to determine the potential area of impact and previously identified biological resources. A list of special-status species with the potential to be found on the site shall be compiled utilizing information from the California Natural Diversity Database (CNDDB), California Native Plant Society (CNPS), and the U.S. Fish and Wildlife Service.

Foothill Associates shall conduct a field survey to identify and document dominant plant communities on the Project site, identify sensitive vegetation communities, and evaluate the potential for the site to support special-status plant and wildlife species. This field survey shall include mapping of oak woodland canopy and wetlands or potential waters of the U.S., as described below.

Upon completion of the literature review and field surveys, Foothill Associates shall prepare a biological resources assessment report that identifies biological resources within the study area, documents known sensitive habitats within the study area, including wetlands and oak woodlands, assesses the likelihood of special-status plant and animal species or habitats to be present within the study area, documents potential impacts of the Project to sensitive habitats or special-status species, and provides recommended mitigation measures to avoid or minimize potentially significant impacts. The assessment shall also identify when further studies or permitting may be required prior to development of the Project.

Documentation shall include consideration of impacts and mitigation measures of the previously certified EIR and shall discuss any changes in impacts or mitigation recommendations that are identified. The status of previously obtained regulatory permits and completed mitigation shall be documented and discussed.

Documentation shall also include a summary of relevant local, state, and federal laws, regulations, and policies pertaining to biological resources that may be affected by the Project.

The BRA report shall include a soil map, CNDDB graphic, map of biological communities and constraints, and Project impact map. A draft BRA report shall be prepared and upon the receipt of review comments, Foothill Associates shall prepare a final BRA report that addresses comments and provides supporting documentation needed for preparing the biological resources sections of the SEIR. Three (3) hard copies and electronic versions of the final BRA report shall be submitted to County.

Oak Woodland Canopy Survey, Impact Assessment Report, and Tree Mitigation Plan

Oak trees in the Project area with a trunk diameter of 6" or greater were previously surveyed in 2007. El Dorado County regulates the removal of oak woodland canopy, rather than individual oak trees. Foothill Associates shall map oak woodlands within the Project site (disturbance area); however, the size and condition of individual oak trees shall not be assessed.

Foothill Associates' International Society of Arboriculture-certified arborist shall survey the Project site to identify, assess, and map oak woodlands on the site. The results of the

survey shall be documented in an Oak Woodland Assessment Report. In accordance with El Dorado County General Plan Measure 7.4.4.4., the report shall include an assessment of impacts to oak woodlands from the Project and a mitigation implementation and monitoring plan. The report shall also include an assessment of impacts to forest land as required for CEQA analysis.

A copy of the draft Oak Woodland Assessment Report shall be provided to County's CA electronically (Word and PDF) for review. One (1) round of County's comments shall be integrated into the report and three (3) hard copies and one (1) digital copy (PDF) of the final Oak Woodland Assessment Report shall be provided to County's CA. The full report shall be included as an appendix in the BRA and the survey results, impacts, and mitigation measures shall be integrated into the BRA.

Wetland Delineation

As part of the BRA field studies, Foothill Associates shall conduct a wetland delineation according to the 1987 U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual, the Arid West Supplement, Rapanos Guidelines, and applicable wetlands regulations. Upon completion of the field delineation, Foothill Associates shall prepare a preliminary map of wetlands and other waters of the U.S. on the site according to the requirements as specified in the minimum standards for conducting a wetland delineation by the Sacramento District of the Corps.

A copy of the draft Wetland Delineation Report shall be provided to County's CA electronically (Word and PDF) for review. One (1) round of County's CA's comments shall be integrated into the report and one (1) hard copy and one (1) digital copy (PDF) of the final Wetland Delineation Report shall be provided to County's CA. The wetland delineation shall be submitted with a request for verification to the Corps. The final Wetland Delineation Report shall be included as an appendix in the BRA report and the results and impact to jurisdictional features shall be integrated into the BRA report.

Following submittal of the request for delineation, Foothill Associates shall meet with Corps staff on site to review the delineation and shall subsequently provide any additional information requested by the Corps.

D.4 Cultural Resources

Consultant shall prepare a Cultural Resources section of the SEIR based on the cultural resources evaluation conducted for the original EIR. No new cultural resources surveys or analysis shall be conducted. The original EIR documents one cultural resource of unknown significance that may be affected by the realignment project under consideration at that time. It is uncertain based on available documentation whether the resource site is located within the Project segment of Silver Springs Parkway. Consultant shall obtain site records of the resource site from County and shall review the potential for the Project to disturb this site. Mitigation Measures shall be presented similar to those in the original EIR, consisting of 1) measures to protect and determine the significance of the one known resource potentially located within the Project disturbance area and 2) measures to identify and protect any currently unknown

resources that may be discovered during construction. In the event that the services of a qualified archaeologist are needed to conduct additional or supplemental cultural resources evaluations, Consultant shall coordinate this effort with County and provide a supplemental scope of services and budget for this effort.

D.5 Geology and Soils

Consultant shall conduct analyses and prepare a Geology and Soils section for the DSEIR based on readily available information, including online soils survey data and a 2005 ENGEO Incorporated geotechnical report for the Project area. Consultant assumes in this proposal that sampling, slope stability analysis, or other site-specific geotechnical data will either not be required for the CEQA review or will be available from County or the Silver Springs developer's design team.

The following factors and related issues shall be considered in the impacts evaluation:

- Potential hazards as a result of ground disturbance and/or upset conditions based on enumerated CEQA Guidelines Appendix G criteria,
- Potential erosion and sedimentation issues, and
- Potential soil contamination issues associated with the use of fuels or other potential contaminants.

Consultant shall document potential geology and soils impacts associated with the factors listed above and, if necessary, address potentially significant impacts. Consultant shall identify recommended mitigation measures.

D.6 Hazards and Hazardous Materials

Consultant shall conduct a hazards and hazardous materials analysis that considers, generally, hazardous materials/wastes and other physical hazards that could be associated with the Project. Consultant shall assemble hazards and hazardous materials baseline information by reviewing readily available information. Information from hydrology and soils evaluation tasks, if available, shall also be used in conjunction with information regarding the storage, handling, and disposal of potentially hazardous materials or substances during excavation.

Additional hazards to be addressed include fire hazards that are evaluated through analysis of potential fire-ignition sources associated with operations and emergency fire and medical response capabilities within the Project area.

D.7 Hydrology and Water Quality

Consultant and its subconsultant, EMKO Environmental, Inc., shall assist with the hydrology and water quality evaluation for the SEIR. The analysis shall include a site visit, review of available documents and studies related to hydrology and water quality (including the Stantec 2008 Drainage Report) and existing geotechnical documentation (2005 ENGEO Incorporated geotechnical report and attachments), and review of project planning/design documents. This scope of work assumes that information pertaining to existing hydrologic conditions, water-quality, and project design associated with water

management (both during construction and permanent) will be readily available to the extent necessary for the SEIR analysis and that new field or laboratory data will not need to be collected as part of this scope of work. As a component of this task, EMKO Environmental, Inc. shall conduct a site visit and participate in a meeting with County staff to discuss site hydrology and Project design.

EMKO Environmental, Inc. shall prepare a draft hydrology/groundwater quality setting section of the hydrology and water quality section of the DSEIR, documenting regulatory requirements associated with hydrology and water quality (including consideration of the Western El Dorado County Storm Water Management Plan), existing meteorological conditions, existing surface water hydrology and potential interactions with groundwater, and water quality. Definition of baseline conditions will be accomplished based on physical observations and using information contained in existing studies and information readily available from County and other publicly available sources.

The potential impacts of the Project related to hydrology and water quality will be evaluated based on the criteria provided in the CEQA Guidelines Appendix G (Environmental Checklist Form) and consistent with other similar CEQA documents prepared by County. Accordingly, the analysis shall consider whether the Project will have the potential to:

- a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater water quality;
- b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted);
- c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site;
- d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;
- e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems, cause flooding on and off-site, or provide substantial additional sources of polluted runoff;
- f. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map;

- g. Place within a 100-year flood hazard area structures which would impede or redirect flood flows;
- h. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam; or
- i. Result in inundation by seiche, tsunami, or mudflow.

Based on the analysis of the CEQA Guidelines Appendix G (Environmental Checklist Form) criteria, appropriate mitigation measures and mitigation monitoring will be developed, if needed, and documented in the Hydrology and Water Quality section of the DSEIR.

D.8 Land Use and Planning

Consultant shall conduct an assessment of the Project's consistency with Project area land uses and relevant land use plans. The assessment shall consider the Project's compatibility with current and anticipated planned future land uses within areas adjacent to the proposed extension. The assessment shall include a review of land use plans applicable to the project area for consistency, including a review of plans such as the El Dorado County General Plan, the El Dorado County Regional Transportation Plan, and the El Dorado County Bicycle Transportation Plan, and specific development plans within the Project area. Input from County will be required to confirm the appropriate planning documents for consideration.

The assessment shall consider specific goals, policies and objectives of the relevant plans and identify potential inconsistencies. Each of the plans and their relevant portions shall be summarized in the land use section of the ADSEIR with a discussion of any potential inconsistencies.

The original EIR recognized a potential for impacts to lands held under Williamson Act contracts. However, review of the Department of Conservation's 2012/2013 Williamson Act lands mapping indicates that there are no current Williamson Act contracts within the Project area. The EIR land use section shall provide a brief discussion of the changed condition. This work plan assumes that a separate Agricultural and Forestry Resources Assessment (one of the categories in the CEQA Guidelines Appendix G [Environmental Checklist Form]) is not required and that forestry resources are addressed through consideration of oak woodlands impacts as described above in D.3 Biological Resources.

D.9 Noise Impact Assessment

Consultant and its subconsultant, Bollard Acoustical Consultants, Inc. (BAC), shall evaluate existing and future no-Project and with-Project noise traffic noise levels adjacent to study area roadways listed below:

- Green Valley Road – Sophia Parkway to Cameron Park Drive (eight [8] Segments)
- Bass Lake Road – Green Valley Road to US 50 (three [3] Segments)
- Silver Springs Parkway – Green Valley Road to Bass Lake Road

The noise analysis shall consist of the subtasks defined below.

Establish Noise Criteria

BAC shall review and document relevant noise level standards contained within the El Dorado County General Plan Noise Element, and local, state or federal standards. BAC shall also review the noise standards utilized in the original EIR and shall summarize any differences between previous and current standards applicable to the Project.

Establish Existing Noise Environment

BAC shall quantify existing ambient noise levels through continuous and short-term noise monitoring at up to five (5) locations as necessary to quantify the existing acoustic setting in areas near the Bass Lake Road/Silver Springs Parkway intersection and along the Silver Springs Parkway segment of the Project. All noise level monitoring shall be conducted using state of the art sound level measurement instrumentation. BAC shall estimate existing traffic noise levels along other roadway segments within the study using the Federal Highway Administration (FHWA) Traffic Noise Model (TNM) based on traffic volumes to be provided by County's transportation subconsultant.

Evaluate Noise Impacts

BAC shall quantify no-Project and with-Project traffic noise levels at the existing receivers in the Project vicinity (within 500 feet of the Silver Springs Parkway segment of the Project and within 500 feet of the Bass Lake Road/Silver Springs Parkway intersection). BAC shall also determine noise contours along other study area roadways under the study scenarios. This evaluation will be done for existing conditions (both with and without the Project) and for future cumulative conditions (both with and without the Project). This assessment shall be completed using the calibrated FHWA TNM with traffic input data provided by County's transportation consultant. The analysis shall cover existing and future conditions. Noise Impacts associated with Project construction noise levels shall also be evaluated.

Determine Noise Mitigation Measures

Specific recommendations for noise control at impacted receiver locations in the Project vicinity shall be provided. Noise mitigation measures shall be considered for all identified sensitive receptors within the Project vicinity (within 500 feet of the Silver Springs Parkway segment of the Project and within 500 feet of the Bass Lake Road/Silver Springs Parkway intersection) at which the predicted post Project traffic noise levels are predicted to exceed County noise standards, or at locations where a significant increase in noise results from the Project is predicted. For other study area road segments, including the northern segment of Silver Springs Parkway, mitigation shall be recommended similar to that in the original EIR which provides that, "County will require all applicants for

tentative subdivision maps adjacent to the realignment route to conduct further noise analyses to demonstrate how 65 dB exterior and 45 dB interior noise levels will be met before approval of subdivision maps for residential developments in the Project area.”

Prepare Written Report

BAC shall provide a written Noise Impact Assessment Report for use in the development of the Noise Section of the environmental documents prepared for the Project. The Noise Impact Assessment Report shall contain the results of each previous task in the above described scope of work, as well as graphics showing noise measurement locations and potential noise mitigation locations as appropriate. The report shall be provided as a stand-alone technical analysis in digital form. BAC shall prepare a draft Noise Impact Assessment Report for Consultant and County’s review and comments, and a final Noise Impact Assessment report for use in preparing the DSEIR Noise section.

D.10 Transportation Impact Evaluation

Consultant and its subconsultant, Fehr & Peers, shall conduct a transportation impact evaluation for the Project consistent with the requirements of the El Dorado County General Plan, the El Dorado County Traffic Impact Study Protocols and Procedures, and CEQA. Consultant shall document the analysis in a stand-alone transportation analysis report to be incorporated in the ADSEIR by Consultant. The transportation impact analysis shall include the following subtasks described below.

Data Collection

Fehr & Peers shall collect available data for use in the analysis of existing and cumulative conditions. Data requirements for the study area are listed below and shall be used for documenting existing conditions and for validation of the sub-area model. The study includes facilities on Bass Lake Road and Green Valley Road.

- Existing and planned roadway geometrics and traffic controls
- New existing daily, AM, and PM peak hour traffic and pedestrian counts at locations listed below
- Available existing daily, AM, and PM peak hour traffic counts from County (in addition to County website traffic data, County will provide Fehr & Peers additional traffic turning movement and pedestrian counts when County developed the Green Valley Road/Silver Springs Parkway Traffic Signal Timing Plan obtained in October 2013)
- Existing and planned transit service and facility descriptions
- Location of existing and planned bicycle and pedestrian facilities, including the Class II Bikeway - Green Valley Road Bike Path from Loch Way to Signalized Entrance to Pleasant Grove Middle School

- Project Description
- Traffic signal timings

The Transportation Impact Evaluation task and budget includes up to twenty-one (21) analysis locations consisting of the following intersections and roadway segments:

Intersections

1. Green Valley Road/Francisco Drive
2. Green Valley Road/El Dorado Hills Boulevard
3. Green Valley Road/Silva Valley Parkway
4. Green Valley Rd/ Deer Valley Road
5. Green Valley Road/Pleasant Grove Middle School Access
6. Green Valley Road/Silver Springs Parkway (with Project conditions)
7. Green Valley Road/Bass Lake Road
8. Green Valley Road/Cambridge Road
9. Bass Lake Road/Silver Springs Parkway
10. Bass Lake Road/Serrano Parkway

Roadway Segments

1. Green Valley Road – Sophia Parkway to Cameron Park Drive (eight [8] Segments)
2. Bass Lake Road – Green Valley Road to US 50 (three [3] Segments)
3. Silver Springs Parkway – Green Valley Road to Bass Lake Road

This scope of work and budget accounts for conducting AM and PM peak hour traffic counts for up to five (5) study intersections and roadway segment traffic counts at up to five (5) locations. The counts shall include identification of trucks, automobiles, bicycles, and pedestrians. The collection of existing data shall also include a site visit at each location to observe and document conditions of the roadways and general traffic patterns and driver, bicyclist, and pedestrian behavior.

Transportation Impact Analysis

Fehr & Peers shall complete the following tasks to prepare the transportation impact analysis for the Project.

Existing Conditions Analysis

For the existing conditions analysis, Fehr and Peers shall analyze the study locations listed above. Traffic operations analysis of existing conditions, shall use the analysis procedures contained in the Highway

Capacity Manual (HCM), Transportation Research Board, 2010. The analysis results shall contain AM and PM peak hour levels of service. Fehr & Peers shall use Synchro software to analyze intersection operations. In addition to traffic operations, Fehr and Peers shall identify the existing conditions related to physical roadway conditions, transit, bicycling activity, and pedestrian activity in the study area.

Impact Significance Criteria

Before Fehr & Peers analyzes the potential impacts for the Project, they shall develop impact significance criteria for traffic operations and non-automobile facilities or services for review by the Project team. The recommended criteria are based on the El Dorado County Traffic Impact Study Protocols and Procedures, El Dorado County General Plan, and other policy documents.

Travel Demand Forecasts

Fehr & Peers shall develop travel demand forecasts using the updated El Dorado County travel demand forecasting model.

As necessary for the Project analysis, Fehr & Peers shall update the model to improve the accuracy of forecasts within the study area. Fehr & Peers shall conduct both static and dynamic validation of the sub-area model consistent with the guidance outlined in the 2010 California Regional Transportation Plan Guidelines, and document sub-area model development and validation in a technical memorandum.

Fehr & Peers shall develop travel demand forecasts for the following scenarios:

- Existing Plus Project conditions
- Existing Plus Approved conditions
- Existing Plus Approved Plus Project conditions
- Cumulative (2035) conditions
- Cumulative (2035) Plus Project conditions

To develop Existing Plus Approved forecasts, Fehr & Peers shall work with El Dorado County staff and the Project team to determine a list of approved land use and transportation projects that could affect background traffic growth in the study area. Projects may include in this analysis scenario, but are not limited to the projects listed below:

- Bass Lake Hills Specific Plan
- Bass Lake Estates (tentative map approved, east of Bass Lake Road, south of Woodleigh Lane, across Bass Lake Road from the Silver Springs)

- Malcolm Dixon Ranch Development (four [4] tentative maps approved along Green Valley Rd, east of Silva Valley Parkway)
- Current Serrano Pkwy/ Bass Lake Rd/ Sienna Ridge signalized intersection improvements currently under construction (included in the Serrano Specific Plan)

The traffic volume forecasts shall include overall Project daily VMT, and AM and PM peak hour volumes for the analysis locations listed above.

Transportation Impact Analysis

The transportation impact analysis shall include the following scenarios and address potential impacts related to VMT, traffic operations, physical roadway conditions, transit service, bicycle activity, and pedestrian activity.

- Existing conditions
- Existing Plus Project conditions
- Existing Plus Approved conditions
- Existing Plus Approved Plus Project conditions
- Cumulative (2035) conditions
- Cumulative (2035) Plus Project conditions

For these scenarios, Fehr & Peers shall analyze daily VMT and peak hour traffic operations for the study locations. The analysis results will contain AM and PM peak hour levels of service for intersections and roadways. In addition, Fehr & Peers shall provide a discussion of the trip generation, distribution, and assignment assumptions used in the analysis. Impacts shall be identified by comparing the analysis results to the significance criteria. Fehr & Peers shall propose and evaluate mitigation measures for significant impacts identified in this task. Each mitigation measure shall identify the specific action necessary, responsibility for implementation, and expected level of significance after mitigation.

The potential impacts to physical roadway conditions, transit, bicycling activity, and pedestrian activity in the study area shall be addressed by identifying how the Project could change existing or future conditions related to these travel modes.

Fehr & Peers shall evaluate the Manual on Uniform Traffic Control Devices peak hour warrant for traffic signal installation at the proposed Silver Springs Parkway/ Bass Lake Road intersection and provide recommendations regarding appropriate intersection traffic control.

Documentation

Fehr & Peers shall document the results of the transportation impact evaluation for the Project in a stand-alone report, following the identified elements of the El Dorado County Traffic Impact Study Protocols and Procedures. The report shall be provided to Consultant and County as a draft for review and comments, and Fehr & Peers shall finalize the report upon the receipt of a combined set of comments from County and Consultant.

Meetings (Fehr & Peers)

Fehr & Peers shall attend up to four (4) meetings with the Project team, including meetings with County to determine a list of approved projects for the Existing Plus Approved forecasting and analysis. Fehr & Peers attendance at additional meetings would require additional fees to be billed on a time and materials basis.

D.11 Cumulative Impacts Analysis

Consultant shall conduct a cumulative impacts analysis for each resource topic area by considering Project impacts and their contribution to impacts associated with past, present, and reasonably foreseeable projects within the Project area. The cumulative impacts analysis shall include consideration of future development based on existing and approved land uses and development plans within the Project area (the transportation impact evaluation will aid in defining specific projects). The cumulative impacts analysis shall be documented in a separate section of the SEIR that provides an impact-by-impact discussion of the potential for Project-specific impacts to substantially contribute to similar impacts occurring or anticipated to occur as a result of other land uses and activities within the Project area.

D.12 Growth-Inducing Impacts

Consultant shall prepare a qualitative assessment of the Project's potential to remove barriers to growth and facilitate access to areas where development will occur. The analysis shall be consistent with, and result in similar conclusions as the analysis presented in the original EIR.

D.13 Alternatives

CEQA requires that a reasonable range of alternatives to a proposed Project be considered in an EIR to identify and evaluate the impacts of alternatives having the potential to avoid or reduce the significant impacts of the proposed Project. As discussed above, the Project objectives will be defined and the alternatives will be limited. The alternatives section shall summarize alternatives considered in the original EIR and document the factors that led to the selection of the current Silver Springs Parkway alignment and Bass Lake Road intersection configuration. To the extent that potential alternatives exist that 1) avoid significant or potentially significant impacts of the proposed Project and 2) achieve the Project objectives, Consultant shall define and describe these potential alternatives to develop a reasonable range of alternatives for County's consideration. The processes for developing alternatives, including preparing

descriptions of alternatives considered but eliminated and the reasons for their elimination, shall be documented in the "Alternatives" section of the DSEIR. This scope of work assumes that up to three (3) Project alternatives (design options), in addition to the proposed Project and the No-Project Alternative (required by CEQA), will be defined and evaluated in the EIR.

D.14 Prepare DSEIR

Based on the studies defined above, Consultant shall prepare a preliminary DSEIR for County CA's review. Following County CA's review/input on the preliminary DSEIR, Consultant shall revise the document and produce an ADSEIR for review by County. Following review of the ADSEIR, Consultant shall prepare a "screen-check" version of the DSEIR for County CA's review and final input. Consultant shall then prepare the Public Review DSEIR. Consultant shall assist with the production and distribution of the DSEIR. This scope of work assumes that County will prepare a Notice of Completion (NOC) form for filing the DSEIR with the State Clearinghouse and that County will prepare a Notice of Availability (NOA) for use in publicizing the release of the DSEIR for a forty-five (45) day (minimum) public review and comment period. Consultant shall produce up to forty (40) bound hard copies of the full DSEIR with appendices. Consultant shall provide the full DSEIR with appendices on a CD and shall produce an additional sixty (60) CDs. County will maintain a distribution list and distribute the DSEIR.

Activities:

- Prepare Draft Air Quality Impact Assessment Report (electronic files). Submit to County CA for review and incorporate comments.
- Prepare Final Air Quality Impact Assessment Report (electronic files). Submit to County CA.
- Prepare Draft Biological Resources Assessment Report (electronic files). Submit to County CA for review and incorporate comments.
- Prepare Final Biological Resources Assessment Report (electronic files). Submit to County CA.
- Prepare Draft Oak Woodland Assessment Report (electronic files). Submit to County CA for review and incorporate comments.
- Prepare Final Oak Woodland Assessment Report (electronic files). Submit to County CA.
- Prepare Draft Wetlands Delineation Report (electronic files). Submit to County CA for review and incorporate comments.
- Prepare Final Wetlands Delineation Report (electronic files). Submit to County CA.
- Prepare Draft Noise Impact Assessment Report (electronic files). Submit to County CA for review and incorporate comments.
- Prepare Final Noise Impact Assessment Report (electronic files). Submit to County CA.

- Prepare Draft Transportation Impact Evaluation Report (electronic files). Submit to County CA for review and incorporate comments.
- Prepare Final Transportation Impact Evaluation Report (electronic files). Submit to County CA.
- Prepare Preliminary DSEIR (electronic files). Submit to County CA for review and incorporate comments.
- Prepare Administrative DSEIR. Submit five (5) hard copies and electronic files to County CA. Incorporate comments.
- Prepare Screen-check version of DSEIR (electronic files). Submit to County CA for review and incorporate comments.
- Prepare Public Review DSEIR (print-ready PDF and hardcopy example to printer)
- Prepare hard bound copies and CDs of the DSEIR and submit to County CA for distribution.
- Deliver fifteen (15) hard bound copies of the DSEIR to the State Clearinghouse

Deliverables:

- Draft and Final Air Quality Impact Assessment Report (electronic files)
- Draft and Final BRA Report (three [3] hard copies and electronic files)
- Draft and Final Oak Woodland Assessment Report (three [3] hard copies and electronic files)
- Draft and Final Wetlands Delineation Report (one [1] hard copy and electronic files)
- Draft and Final Noise Impact Assessment Report (three [3] hard copies and electronic files)
- Draft and Final Transportation Impact Evaluation Report (three [3] hard copies and electronic files)
- Preliminary DSEIR (electronic files)
- Administrative DSEIR (five [5] hard copies and electronic files)
- Screen-check DSEIR (electronic files)
- Forty (40) hard bound copies and sixty (60) copies on CD of the DSEIR

Timing: DSEIR estimated to be completed approximately six (6) months from Consultant's receipt of the fully-executed Agreement.

Task E Public Meeting on DSEIR (WBSED02)

Consultant shall assist County in preparing for and participating in a public meeting to receive comments on the public review DSEIR. Consultant shall prepare a draft hearing presentation agenda for County CA's review and prepare a press release and a public notice for the meeting in a postcard format that briefly explains the Project and the CEQA process, and provides the meeting date, time, and location. All notices shall be provided to County CA in draft form for review and Consultant shall assist County in finalizing the notices. Consultant shall be prepared to lead the meeting and shall serve

as a technical expert for questions on environmental issues. Following the meeting, Consultant shall prepare a summary of the hearing and issues raised.

Deliverables: Presentation (electronic PowerPoint)
Hearing Summary (electronic files)

Timing: Public meeting scheduled during the forty-five (45) day DSEIR review and comment period.

Task F Prepare Final Subsequent EIR (WBSED02)

Following completion of the forty-five (45) day DSEIR public review period, Consultant shall prepare the FSEIR. Consultant shall also draft a CEQA Mitigation Monitoring Program (MMP) to be included with the FSEIR using the information from the environmental analysis in the DSEIR, including the specific mitigation measures (with any modifications necessary in accordance with the DSEIR review), assignments of responsibility, relationships to Project phasing, and time frames for implementation identified in the topical impact analysis. The FSEIR shall consist of edits and revisions to the DSEIR, the MMP, all written comments on the DSEIR, the DSEIR public meeting summary and written responses to all comments received. This work plan anticipates that comments received on the DSEIR will not require additional technical studies to prepare the FSEIR. Any additional technical studies, Project modifications or other issues, including those which may require recirculation of the DSEIR, would require a separate scope of work and budget to be approved by County.

Consultant shall prepare a preliminary FSEIR for County CA's review. Following review/input on the preliminary FSEIR, Consultant shall revise the document and produce an Administrative FSEIR for review by County. Following review of the Administrative FSEIR, Consultant shall prepare a "screen-check" version of the FSEIR for review and final input. Consultant shall prepare a final version of the FSEIR for certification consideration by County decision makers. Consultant shall produce up to forty (40) hard bound copies of the full DSEIR and FSEIR with appendices. Consultant shall provide the full DSEIR and FSEIR with appendices on a CD and shall produce an additional sixty (60) CDs containing the full DSEIR and FSEIR with appendices. County will maintain a distribution list, will distribute the FSEIR and prepare the NOA.

This scope of work assumes that County will prepare a CEQA Findings of Fact and, if needed, a Statement of Overriding Consideration for significant and unavoidable impacts. Consultant shall prepare a draft and final Project presentation and attend and participate in a Board of Supervisors' meeting during which the Board considers certification of the FSEIR.

Upon approval of the Project and certification of the FSEIR by the Board of Supervisors, County will prepare a Notice of Determination (NOD) for filing at County Recorder-Clerk's Office.

Activities:

- Prepare Preliminary FSEIR. Submit to County CA for review and incorporate comments.
- Prepare Administrative FSEIR. Submit to County CA.
- Prepare Screen-check FSEIR. Submit to County CA for review and incorporate comments.
- Prepare Final FSEIR.
- Prepare Draft Hearing Presentation. Submit to County CA for review and incorporate comments.
- Prepare Final Hearing Presentation. Submit to County CA.
- Draft and final Project presentation to the Board of Supervisors.

Deliverables:

- Preliminary FSEIR (electronic files)
- Administrative FSEIR (five [5] hard copies and electronic files)
- Screen-check FSEIR (electronic files)
- Final FSEIR (forty [40] hard bound copies of the DSEIR and FSEIR with appendices and sixty [60] copies on CD)
- Draft and final Project presentation to the Board of Supervisors (electronic files)

Timing: Approximately three [3] months following end of DSEIR comment period.

**Benchmark Land Use Group, Inc.
dba
Benchmark Resources**

Agreement for Services #327-S1411

Exhibit B

STANDARD SCHEDULE OF CHARGES

Item	Rate
LABOR	
Principal	\$175 – 225/hour
Director	\$150 – 200/hour
Senior Staff Project Manager, Engineer, Geologist, Biologist	\$125 - 175/hour
Project Staff Engineer, Resource Planner, Geologist, Biologist, Coordinator	\$90 – 130/hour
Technical Staff Analyst, CADD, GIS, Field Support	\$75 – 125/hour
Support Staff Document Control, Word Processing, Database Management	\$60 – 110/hour
EXPENDITURES	
Equipment, authorized subconsultants, printing and miscellaneous costs	Cost, plus 15 percent
Auto Mileage*	
Report Production – Black & White	\$0.15 (Letter), \$0.50 (Tabloid)
Report Production – Color	\$1.00 (Letter), \$1.50 (Tabloid)
Large Format Printing – Black & White	\$10 (18x24), \$24 (24x36), \$36 (36x48)
Large Format Printing – Color	\$20 (18x24), \$54 (24x36), \$65 (36x48)

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

**Benchmark Land Use Group, Inc. dba
dba
Benchmark Resources**

Agreement for Services #327-S1411

Exhibit C

Cost Proposal*

Scope of Work

Task A.	Environmental Review Project Management	\$	20,500.00
Task B.	Prepare Draft Project Description	\$	5,570.00
Task C.	Assist With SEIR Public Input	\$	5,437.50
Task D.	Conduct Resource Evaluations and Prepare DSEIR	\$	41,800.00
Task E.	Public Meeting on DSEIR	\$	5,175.00
Task F.	Prepare Final Subsequent EIR	\$	21,970.00
	Consultant Subtotal	\$	100,452.50

Subconsultants:

KD Anderson

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	8,880.00
Task F., Prepare FSEIR	\$	600.00

Foothill Associates

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	16,050.00
Task F., Prepare FSEIR	\$	1,050.00

EMKO

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	6,125.00
Task F., Prepare FSEIR	\$	1,050.00

Bollard Accoustical

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	12,300.00
Task F., Prepare FSEIR	\$	1,200.00

Fehr & Peers

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	44,420.00	
Task F., Prepare FSEIR	\$	3,530.00	
	Subconsultant Subtotal	\$	95,205.00

Other Direct Costs:

	\$	18,240.50	
	Other Direct Costs Subtotal	\$	18,240.50

Total Proposed Agreement Budget Cost Estimate	\$	213,898.00
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*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 and direct costs identified herein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultant's Tasks and not among the various subconsultants, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.