

**Hauge Brueck Associates, LLC**  
**Environmental Services to Prepare Environmental Documents for the**  
**Shingle Springs Village Project**

**AGREEMENT FOR SERVICES #074-S1610**

**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 Hauge Brueck Associates, LLC, a Nevada limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 2233 Watt Avenue, Suite 300, Sacramento, California 95825 and whose local office address is 901 Merced Avenue, South Lake Tahoe, California 96150 (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 the completion of environmental assessments and the preparation of California Environmental Quality (CEQA) documents for the proposed development of the Shingle Springs Village, the subject of Site Plan Review (SPR) 15-0003, located in Shingle Springs, California (Assessor's Parcel Number 319-220-18);

**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 and services necessary to complete environmental assessments and prepare the necessary CEQA documents for the Shingle Springs Village Project (Project) in accordance with ARTICLE V, Standards for Work, set forth herein. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," and to be completed in accordance with Exhibit B, marked "Fee Schedule," both exhibits incorporated herein and made by reference a part hereof.

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

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

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

Before proceeding with any work concerning Contingency Work or Optional Planning Services under this Agreement, the parties shall identify the specific services to be provided for each assignment. Consultant shall submit the Contingency Work in a written letter format for approval by County's Contract Administrator. County's Contract Administrator will then issue a written Work Order for any Contingency Work assigned to Consultant where the not-to-exceed cost itemization does not exceed the allocated amount referenced in Exhibit C, marked "Cost Estimate", incorporated herein and made reference a part hereof, for Contingency Work or Optional Planning Services.

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

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

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

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

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years thereafter.

## **ARTICLE III**

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

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

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

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

The total amount of this Agreement, inclusive of all costs, expenses and Work Orders shall not exceed \$40,000.00.

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

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

or to such other location as County directs.

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

#### **ARTICLE IV**

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

#### **ARTICLE V**

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

All of Consultant's services and deliverables must adhere to and be in full compliance with Exhibit A, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation and oversight by County or other regulatory agencies will not relieve Consultant of this professional responsibility.

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

#### **ARTICLE VI**

**Licenses:** Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits,

and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates 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 this Agreement and/or any Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

#### **ARTICLE VIII**

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

#### **ARTICLE IX**

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

#### **ARTICLE X**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party

outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

#### **ARTICLE XII**

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

#### **ARTICLE XIII**

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

#### **ARTICLE XIV**

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

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

#### **ARTICLE XV**

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

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget

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

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

#### **ARTICLE XVI**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement 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 XVII**

##### **Default, Termination, and Cancellation:**

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

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

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

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

#### **ARTICLE XVIII**

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

To County:

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

Attn.: Roger Trout  
Development Services Division  
Director

With a copy to:

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

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

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Hauge Brueck Associates, LLC  
2233 Watt Avenue, Suite 300  
Sacramento, California 95825

Attn.: Robert Brueck, Manager

or to such other location as Consultant directs.



## **ARTICLE XIX**

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

## **ARTICLE XX**

**Indemnity:** Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder to the extent that the above claims are caused by negligent acts, errors, omissions, or willful misconduct of Consultant, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XXI**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XXII**

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

#### **ARTICLE XXIII**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XXIV**

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

#### **ARTICLE XXV**

**California Residency (Form 590):** All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a

permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXVI**

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

#### **ARTICLE XXVII**

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

#### **ARTICLE XXVIII**

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

#### **ARTICLE XXIX**

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

#### **ARTICLE XXX**

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

#### **ARTICLE XXXI**

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

#### **ARTICLE XXXII**

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


**ARTICLE XXXIII**

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

**ARTICLE XXXIV**

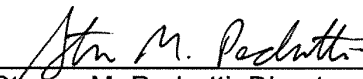
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Contract Administrator and Division Concurrence:**

By:   
Roger P. Trout  
Development Services Division Director  
Community Development Agency

Dated: 8-10-15

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 8/10/15

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

--COUNTY OF EL DORADO--

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

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

Board of Supervisors  
"County"

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


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

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


Deputy Clerk

--HAUGE BRUECK ASSOCIATES, LLC--

By: Hauge Brueck Associates, LLC  
A Nevada Limited Liability Company,  
Its Managers

By:   
Robert G. Brueck  
Manager  
"Consultant"

Dated: 8/7/15

By:   
Anders J. Hauge  
Manager  
"Consultant"

Dated: 8/6/15

# **Hauge Brueck Associates, LLC**

## **Exhibit A**

### **Scope of Work**

Consultant shall complete environmental assessments and prepare required CEQA documents for the proposed development of the Shingle Springs Village Project (Project). The assessments and documents shall be prepared in accordance with CEQA guidelines and shall consist of the following Scope of Work.

#### **Project Background**

The services provided by this Agreement are related to the completion of environmental assessments and preparation of corresponding CEQA documents for the proposed Project by the Shingle Springs Band of Miwok Indians Development Corporation (Applicant). This Project includes the construction of a gas station, carwash, and other possible retail spaces. The Project is located on federally recognized Tribal owned land in Shingle Springs, California.

#### **Assumptions**

Prior to Project initiation, the following assumptions have been made in regards to the Scope of Work:

- An Initial Study (IS) and Negative Declaration (Neg Dec) will be sufficient for meeting CEQA requirements
- The Neg Dec shall consist of a Mitigated Neg Dec for inclusion of measures to reduce potential impacts to a less than significant level
- The IS/Neg Dec shall be prepared using Project plans provided by Applicant at the time the Agreement is executed
- The Project shall be located within a County roadway right of way and Tribal lands not subject to CEQA requirements
- The IS analysis shall focus on the offsite effects that may result from the construction of necessary utility connections and new driveways
- Agency permitting that may be required for the Project will not be the responsibility of Consultant
- Applicant shall be pay all required fees required for CEQA document processing
- Applicant shall provide site plans and other Project mapping in suitable format for inclusion in the IS/Neg Dec
- Applicant shall provide Consultant with all available background materials such as topographic and/or tree surveys, and data for utility length and cut/fill calculations necessary for preparation of the IS/Neg Dec

- The Project Description, Initial Project Meetings, and the Traffic Study shall be completed prior to starting work under this Scope of Work between Applicant and its traffic consultant, and that information shall be made available to Consultant

Should additional CEQA documents or an Environmental Impact Report (EIR) be found necessary during the Project, such work will supplement or expand this Scope of Work and shall require an amendment to the Agreement.

### **Scope of Work**

Task 1, Project Description and Project Initiation Meetings, and Task 2, Traffic Study, shall be completed under a separate agreement between Applicant and its traffic consultant. The information and data from these tasks shall be used by Consultant for inclusion in the tasks identified below.

### **Task 3 – Prepare Administrative Draft IS/Neg Dec and Attend Public Hearing**

Consultant shall use the Project Description completed in Task 1 to prepare the Administrative Draft IS/Neg Dec. The Administrative Draft IS/Neg Dec shall include the following key aspects:

- A brief description of the Project
- The location of the Project
- A proposed finding that the Project will not have a significant effect on the environment
- An analysis in an IS documenting the reasons to support the findings
- Mitigation measures, if any, that shall be included in the Project to avoid potentially significant effects

The Administrative Draft IS/Neg Dec shall be prepared by Consultant and submitted to County for review. Environmental issues that shall be addressed in detail include transportation and circulation (completed in Task 2) and public utilities and infrastructure including a discussion of potential growth inducing effects of replacing and/or expanding off-site infrastructure as necessary.

Issues that shall be addressed by Consultant, but in less detail than those above, include air quality, water quality and hydrology, noise, land use, and scenic resources. It is assumed that these issues are likely to be impacted by the proposed off-site infrastructure required for the Project. It is also assumed that no measureable impacts will occur in other resource areas (e.g., population and housing, geology and soils, hazards and hazardous materials) and minimal supporting documentation shall be required.

Following one (1) round of review by County, Consultant shall revise the IS/Neg Dec as requested, and submit to County the Final IS/Neg Dec. Consultant shall also submit the Final IS/Neg Dec to the State Office of Planning and Research (OPR) and other interested agencies and/or members of the public as applicable to begin the thirty (30)



day circulation period. During this time, Consultant shall attend up to one (1) public hearing to take public comments on the document.

**Deliverables:** Consultant shall submit to County the Administrative Draft IS/Neg Dec electronically in MS Word and PDF formats.

Consultant shall submit to County the Final IS/Neg Dec electronically in PDF format as well as thirty (30) hard copies

**Schedule:** Consultant shall submit to County the Administrative Draft IS/Neg Dec within an agreed upon timeframe by County and Consultant following completion of the Traffic Study completed under Task 2

Consultant shall submit to County the Final IS/Neg Dec within two (2) weeks of County's review and approval of the Administrative Draft IS/Neg Dec

#### **Task 4 – Prepare Final Environmental Documentation and Attend Public Hearing**

Upon conclusion of the circulation period of the Final IS/Neg Dec, consultant shall prepare a Final Environmental Documentation Package for County review and presentation to County Board of Supervisors (Board) for approval. The Final Document shall include comments received, if any, on the IS/Neg Dec, responses to the comments (up to twenty [20]) and minor revisions to the IS/Neg Dec analysis should they be required.

Consultant shall attend one (1) Board meeting with County staff. Following Board approval of the Project, a Notice of Determination shall be prepared by Consultant and sent to County Recorder Clerks Office for the thirty (30) day posting period. The filing of the Notice of Determination shall start the thirty (30) day statute of limitations on court challenges to County's approval under CEQA requirements and guidelines. Consultant shall coordinate with County Recorder Clerks Office concerning the Applicant's submittal of CEQA impact fees collected by the California Department of Fish and Wildlife.

**Deliverables:** Consultant shall submit to County the Final Environmental Documentation Package in electronic PDF format

Consultant shall submit to the County Recorder Clerks Office the Notice of Determination following Board approval

**Schedule:** For the deliverables identified in this task, Consultant shall coordinate specific completion dates with County

#### **Task 5 – CEQA Contingency Work**

If required by County, based on potential comments received from the public, including requests for additional environmental analysis or additional responses to public comments of the IS/Neg Dec, Consultant shall complete additional CEQA Contingency

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

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

#### **Task 6 – Optional Planning Support Services to County Staff**

If requested by County, Consultant shall provide support to County planning staff during the review of the Project, preparation for and attendance of planning meetings, preparation of staff reports and public hearing presentation materials, preparation of CEQA findings, or any other services deemed necessary by the County's CA. Such support services shall be issued in the same manner as CEQA Contingency Work as stated above.

## Hauge Brueck Associates, LLC

### Exhibit B

#### Fee Schedule

All of Consultant's services, including Contingency Work and Optional Support Services, shall be provided in accordance with the following hourly rates:

Classification	Rate
Associate III	\$65.00/hour
Associate VI	\$100.00/hour
Associate VIII	\$135.00/hour
Associate IX	\$150.00/hour
Associate XI	\$170.00/hour

#### Mileage Reimbursement

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

#### Other Direct Costs

Consultant shall bill for the following expenses that may be incurred in association with the services provided pursuant to the Scope of Work.

- Printing
- Miscellaneous Reproduction
- Delivery Charges and Postage
- Newspaper Advertisement

#### Other Direct Costs Markup

Consultant shall bill direct costs at Consultant's actual cost and shall be allowed up to, but no more than, a ten percent (10%) markup. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

## Hauge Brueck Associates, LLC

### Exhibit C

#### Cost Estimate\*

<b>Task</b>	<b>Description</b>	<b>Cost</b>
Task 1	Project Description and Project Meetings	N/A
Task 2	Traffic Study	N/A
Task 3	Prepare Administrative Draft IS/Neg Dec and Attend Public Hearing	\$7,570.00
Task 4	Prepare Final Environmental Documentation and Attend Public Hearing	\$3,050.00
<b>Subtotal</b>		<b>\$10,620.00</b>
Other Direct Costs		\$1,380.00
Task 5	Contingency Work	\$8,000.00
Task 6	Optional Planning Support Services	\$20,000.00
<b>Total Cost Estimate</b>		<b>\$40,000.00</b>

\*All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks, Other Direct Costs, Contingency Work, and Optional Planning Support Services identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.