

ORIGINAL

AGREEMENT FOR SERVICES #391-S1511

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Raney Planning & Management, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 1501 Sports Drive, Sacramento, California 95834 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to provide environmental engineering services to assist with the due diligence regarding the proposed new Sheriff Department facility for the County of El Dorado's Facilities Division; and

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

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

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

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, subconsultants, materials, equipment and services necessary to perform all professional and technical services and shall make available Consultants own personnel, materials and equipment necessary to perform the services, work, and tasks outlined in Exhibit "A" marked "Scope of Work", incorporated herein and made by reference a part hereof (hereafter the "Work").

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for all of the tasks and services to be provided under this Agreement. Consultant shall not commence work on any of the tasks or services until receiving the Notice to Proceed. No

payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for tasks and services shall be mutually agreed upon by the Contract Administrator and Consultant.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year from the date of the Notice to Proceed.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in the notice to proceed issued pursuant to this Agreement, and including any progress reports requested through Article V, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the Work shall be billed in accordance with Exhibit "B" marked "Fee Schedule", incorporated herein and made by reference a part hereof.

The total amount of this Agreement, inclusive of all costs and expenses, shall not exceed \$94,660.00. Invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation.

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

Invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation. 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
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russell Fackrell, Facilities Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or

progress reports are received, or proceed as set forth below in Article XV, Default, Termination, and Cancellation herein

ARTICLE IV

Progress Reports: At the request of County, Consultant shall submit written progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. The reports shall be sufficiently detailed for the Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed.

County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

ARTICLE V

Ownership of Rights: County and Consultant hereby expressly agree that all plans, details, and calculations produced by Consultant, its agents, representatives, employees, or subconsultants, shall be considered a "work made for hire" within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including the copyrights.

ARTICLE VI

Confidentiality of Data: All data and information relative to the County operations, which is designated confidential by the County and made available to the Consultant in order to carry out this Agreement shall be protected by the Consultant from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasions.

The Consultant shall not comment publicly to the press or any media regarding this Agreement or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County's written permission.

ARTICLE VII

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 VIII

Engineering License: The Consultant hereby warrants and represents that Consultant and any subconsultant is licensed to practice Engineering or duly certified to perform the services herein as required by the State of California and that Consultant or subconsultant shall maintain said license or certificate in good standing throughout the term of this Agreement. The Consultant agrees to provide professional services that reflect the standards of professional care.

ARTICLE IX

Consultant's Project Manager: Consultant designates Tim Raney 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, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant

to utilize subconsultants for services performed for the particular tasks, work and deliverables identified in Exhibit "A". Said authorization and approval shall be sought and obtained by Consultant prior to subconsultant's commencement of any work under this agreement.

By appropriate agreement, Consultant shall require each subconsultant, to the extent of the work performed by each subconsultant, to be bound to Consultant by the terms of this Agreement, and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward the County.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services except as otherwise provided in Exhibit "B".

ARTICLE XIII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultant, 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 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 contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

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, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

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

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

ARTICLE XVI

Default, Termination, and Cancellation:

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

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

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not to exceed amount of the Work Order the total amount of this Agreement, as applicable.

Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE XVII

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

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667
ATTN: Russell Fackrell, Facilities Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, California 95667
ATTN: Purchasing Agent

Notices to Consultant shall be addressed as follows:

RANEY PLANNING & MANAGEMENT, INC.
1501 Sports Drive
Sacramento, California 95834
ATTN: Tim Raney, AICP, President

or to such other location as the Consultant directs.

ARTICLE XVIII

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 pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County 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 XIX

Indemnity: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, consultants and subconsultants in the performance of services hereunder. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XX

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above 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 agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement,

or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the 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.

- 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. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the 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 the 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 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XXI

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

ARTICLE XXII

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 XXIII

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

ARTICLE XXIV

Nonresident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXV

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

ARTICLE XXVI

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XXVII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

ARTICLE XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

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

ARTICLE XXXI

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 XXXII

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: 
Russell Fackrell
Facilities Manager
Chief Administrative Office

Dated: 2/3/15

//

//

//

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

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- CONSULTANT --

RANEY PLANNING & MANAGEMENT, INC.
A California Corporation

By:  _____ Dated: 2-2-15
Tim Raney
President
"Consultant"

By:  _____ Dated: 2-2-15
Corporate Secretary

Exhibit “A” – Scope of Work

The following technical scope of work identifies the key tasks and milestones for preparation of the environmental documents and includes an objective, approach, and work product associated with each task.

TASKS 1.1-1.4: PROJECT INITIATION THROUGH NOTICE OF PREPARATION

Task 1.1 Project Initiation

Objective

The objective of this task is to conduct a start-up meeting with representatives from County and Consultant to coordinate and confirm assumptions regarding the proposed project and scope of the Environmental Impact Report (EIR).

Approach

Consultant will meet with County for purposes of reviewing the scope of work for the environmental document, obtaining copies of all pertinent County documents and mapping as well as any materials and technical studies developed to date. During the meeting, Consultant will review the project schedule and milestones and identify the role that each team member will play during the process. Following the kick-off meeting, Consultant will conduct a site visit.

TASK 1.1 DELIVERABLES

- Project Kick-Off Meeting.
- Site visit.
- Refined Scope of Work, Schedule, and Budget, as necessary.
- Summary memorandum of the Kick-Off Meeting outlining the expectations for the project, including but not limited to, schedule and milestones.

Task 1.2 Project Description

Objective

The objective of this task is to prepare a draft project description in consultation with County.

Approach

Based on Consultant’s extensive California Environmental Quality Act (CEQA) experience, Consultant has found that completing a draft of the project description during the project initiation phase greatly reduces the potential for project-related issues throughout the preparation of the environmental documents.

As previously noted, Consultant assumes that only one site configuration will be evaluated in the EIR and Consultant will receive this direction before commencing with preparation of the EIR. Consultant will work with County to prepare a thorough project description for use in the EIR. The Project Description will detail the project location, background, and history of the project (including past ownership and land uses); intended uses; discretionary actions; characteristics; important project features; goals and objectives; phasing; agreements; permits and approvals that

are required for the project based on available information; and a list of responsible agencies that are anticipated to rely on the EIR for decision-making. This section will include a summary of the regional and local environmental setting for the proposed project as well as a description of on- and off-site infrastructure necessary to serve the project, if any. The project description will also include a regional and project location map as well as project application maps.

The draft project description will be submitted to the County for review and comment. Consultant will incorporate the necessary modifications into the project description prior to incorporation into the El Dorado County Sheriff's Office EIR.

TASK 1.2 DELIVERABLES

One (1) electronic copy of the draft project description for the environmental document to the County for review.

Task 1.3 Prepare Notice of Preparation

Objective

The objective of this task is to prepare and distribute the Notice of Preparation (NOP) for public review.

Approach

Consultant will prepare an Administrative Draft Notice of Preparation (NOP) for review by County. The NOP will be finalized based upon County comments. Consistent with the requirements of CEQA, the NOP will include a description of the proposed project, location map, and general environmental topics that will be studied in the EIR. Consultant will submit one digital copy of the finalized NOP to the County. Consultant anticipates that the County will publish, post, and distribute the NOP. Consultant will assist the County in delivering fifteen (15) copies of the NOP with a completed Notice of Completion (NOC) to the State Clearinghouse. It should be noted that Consultant could attach the Initial Study to the NOP if requested by the County.

During the 30-day NOP public review period, Consultant will attend one (1) public scoping meeting to solicit the public's input on the content of the EIR. Consultant will work with County staff to determine the anticipated format for the public scoping meeting. Consultant will be available to assist the County in any way necessary, including conducting the meeting. At the conclusion of the NOP comment period, Consultant will review the comments received. Consultant will consult with the County to determine if the scope of services for the EIR needs to be amended based upon the comments received.

TASK 1.3 DELIVERABLES

- One (1) electronic copy, in PDF format, of the Administrative Draft NOP for County staff review.
- One (1) electronic copy, in PDF format, of the Final NOP to the County for distribution.
 - Facilitation and attendance at one (1) public scoping meeting.
- Fifteen (15) hard copies of the NOP and two (2) copies of the NOC to the State Clearinghouse.
- Revised scope of services for the EIR, if needed, based upon NOP comments received.

Task 1.4 Prepare Initial Study

Objective

The objective of this task is to prepare an Initial Study based on the checklist contained in Appendix G of the CEQA Guidelines and the standard County format.

Approach

Consultant will prepare an Initial Study to focus the content of the Draft EIR onto those technical issues that may have significant impacts. Consultant anticipates that the environmental issues to be dismissed in the Initial Study will include Agricultural and Forestry Resources, Mineral Resources, Population and Housing, and Recreation. Consultant will submit an Administrative Draft Initial Study to the County for review with the Administrative Draft EIR. Consultant will incorporate County comments and include the final Initial Study as an Appendix to the Draft EIR. In this way, the EIR will include evaluation of all CEQA Checklist items, whether they are included in the main body of the EIR, or in the Initial Study appendix.

TASK 1.4 DELIVERABLES

- One (1) electronic copy, in Word format, of the Administrative Draft Initial Study within 30-days of submitting the Administrative Draft EIR.
- One (1) electronic copy, in PDF format, of the Final Initial Study.

TASKS 2.1-2.2: PREPARE ADMINISTRATIVE DRAFT EIR & DRAFT EIR

Task 2.1 Prepare Administrative Draft EIR

Objective

The objective of this task is to prepare an accurate, thorough, and complete Administrative Draft EIR for the County Sheriff's Office project.

Approach

The Administrative Draft EIR will include all statutory sections required by CEQA, including an executive summary, introduction and project description, setting, assessment of environmental impacts, identification of required mitigation measures for each of the environmental issues, and

a complete list of the authors responsible for the environmental analysis. The EIR will also conform to County's preferred format.

Consultant proposes to prepare an EIR that will provide a project-level analysis to evaluate the potential environmental effects associated with build-out of County Sheriff's Office project. The main purpose of the EIR will be to provide the public and decision-makers with a thorough, legally defensible environmental analysis of the proposed project. The report will be accurate and free of jargon so that the information it contains is readable and easy to use by the decision-makers as well as the public. Comments on the Notice of Preparation will be reviewed and incorporated, as appropriate. The Administrative Draft EIR will be reviewed with County staff for adequacy and accuracy.

The County Sheriff's Office EIR will include the following sections:

Task 2.1.1 Introduction

The introduction will cite the provisions of CEQA and County's CEQA implementation procedures to which the proposed project is subject. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters.

Task 2.2.2 Executive Summary

The EIR will include a summary chapter to describe in text the impacts and mitigation measures. A summary table will be included, consisting of a matrix of impacts and mitigation measures identified in the technical chapters of the EIR, with levels of significance of impacts before and after mitigation.

Task 2.1.3 Environmental Setting, Impacts, and Mitigation Measures

Consultant proposes to focus the environmental analysis for the proposed project on the following areas: Aesthetics; Air Quality and Greenhouse Gas Emissions; Biological Resources; Cultural Resources; Geology and Soils; Hazards and Hazardous Materials; Hydrology and Water Quality; Land Use and Planning; Noise; Public Services and Utilities; Transportation and Circulation; Growth Inducing Impacts; Cumulative Impacts; and Significant Unavoidable Impacts. Project alternatives and statutorily required sections will also be included. Some refinement to these issues may be required based on the comments that will be received during the NOP scoping process.

Information will be drawn from the El Dorado County General Plan and the General Plan EIR, technical information prepared to date for the project site, and any other documentation/information pertinent to the project area. Consistent with CEQA, each environmental chapter will include an introduction, technical approach, environmental setting, regulatory setting, standards of significance, identification of environmental impacts, the development of mitigation measures and monitoring strategies if warranted, level of significance

after mitigation, and cumulative impacts and mitigation measures. Consultant proposes to include the following chapters in the County Sheriff's Office EIR:

a) Aesthetics

The Aesthetics chapter of the EIR will summarize existing regional and project area aesthetics and visual setting. The chapter will describe project-specific aesthetics issues regarding buildout of the project site such as scenic vistas, trees, historic buildings, scenic highways, existing visual character or quality of the project site, as well as light and glare. In particular, the chapter will evaluate the pre- and post-project views from nearby sensitive receptor vantage points in order to determine whether these changes would constitute a substantial degradation to existing visual quality of the site views. Consultant anticipates that the project architect will provide the necessary site plans and elevations for use in the aesthetics analysis and that project-specific photo simulations will not be required. If it is determined upon further analysis that photo simulations are necessary, Consultant will coordinate with the County and would propose to amend the scope of work accordingly. This chapter of the EIR will include an analysis of the existing setting, identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.

b) Air Quality and Greenhouse Gas Emissions

The air quality analysis for the proposed project will be performed in-house by Consultant, utilizing the CalEEMod software package and following County Air Quality Management District (AQMD) Guidance. Consultant will rely on the traffic analysis prepared by the project traffic engineer, KD Anderson & Associates, Inc., to obtain vehicle trip generation data. The air quality impact analysis will include a quantitative assessment of short-term (i.e., construction) and long-term (i.e., operational) increases of criteria air pollutant emissions of primary concern (i.e., ROG, NOX, and PM10) for the proposed project. It should be noted that the Analysis does not include a Health Risk Assessment to address toxic air contaminant (TAC) emissions. Even though the site is in close proximity to the railroad tracks, Consultant assumes that the proposed on-site activities would take place within on-site structures and there would be no outdoor activity areas. Should the County desire that a Health Risk Assessment be prepared, Consultant would be available to accommodate the County's request and would propose to amend this scope of work, schedule, and budget accordingly. For carbon monoxide, Consultant will perform CALINE 4 modeling only if one or more of the study intersections are degraded to a level of service specified by the Air District. For the purposes of this scope of work, Consultant has assumed up to two (2) intersections. The project's cumulative contribution to regional air quality will be discussed, based in part on the modeling conducted at the project level. The significance of air quality impacts will be determined in comparison to the County AQMD recommended significance thresholds. County AQMD recommended mitigation measures will be incorporated to reduce any significant air quality impacts, and anticipated reductions in emissions associated with proposed mitigation measures will be quantified.

Greenhouse Gas (GHG) Emissions

Consultant will work with the County AQMD throughout preparation of the GHG section and will follow the District's recommended guidance. Consultant will utilize CalEEMod to produce an estimate of carbon dioxide emissions for the project, including indirect emissions of greenhouse gases (e.g., electricity, natural gas). Emissions will be calculated as carbon dioxide equivalents. GHG will be quantified for the project as follows:

- Run the CalEEMod program, based on discussions with the AQMD, using project land use and trip generation to produce an estimate of Vehicle Miles Traveled and carbon dioxide emissions for the project; and
- Compare project GHG emissions to AQMD Business As Usual (BAU) standards.

c) Biological Resources

The chapter will be based on a technical report, prepared by Barnett Environmental and will include identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies as necessary. The Biological Resources chapter will include a description of the potential effects to plant communities, wildlife, and wetlands, including adverse effects on rare, endangered, candidate, sensitive, and special-status species from build-out of the proposed project. Consultant assumes that the biological resources report will include database review (e.g., California Natural Diversity Database, California Native Plant Society Inventory of Rare Plants, etc.) and field survey results. Consultant will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the Biological Resources chapter of the EIR. Consultant assumes that the report preparers may be contacted directly should additional information and/or clarification be required.

d) Cultural Resources

The chapter will be based on a technical report prepared by Barnett Environmental and will include identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies as necessary. The Cultural Resources chapter of the EIR will briefly describe the potential effects to historical and archaeological resources from implementation of the proposed project. Consultant anticipates that cultural resources analysis will include a records search of the North Central Information Center, California State University, Sacramento as well as written correspondence with the Native American Heritage Commission and local Native American persons and/or organizations. Consultant will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the Cultural Resources chapter of the EIR.

e) Geology and Soils

The Geology and Soils chapter of the EIR will summarize the setting and describe potential effects to the project components that could result from soil erosion, earthquakes, liquefaction, expansive soils, and unique geological features within the

project area. The analysis will be based on a Geotechnical Report, prepared by Youngdahl Consulting Group, Inc. Consultant will internally review the report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the Geology and Soils chapter of the EIR. In addition, Consultant will rely on information from the El Dorado County General Plan and General Plan EIR.

f) Hazards and Hazardous Materials

The Hazards and Hazardous Materials chapter of the EIR will summarize the setting and describe any potential for existing hazardous materials within the project site as a result of past uses, including the former lumber storage yard and former transformer storage. The analysis will be based on a Phase I Environmental Site Assessment (ESA) prepared by Youngdahl Consulting Group, Inc. Consultant will internally review the Phase I ESA to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis, including any mitigation measures, into the Hazards and Hazardous Materials chapter of the EIR. The chapter will also evaluate the proposed project uses and whether these uses will involve routine use or transport of hazardous materials.

g) Hydrology and Water Quality

The Hydrology and Water Quality chapter will summarize setting information and identify potential impacts associated with storm water drainage, flooding, groundwater, and water quality. The chapter will include an analysis of the existing setting, identification of the thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies as necessary. Consultant will rely on information from the El Dorado County Stormwater Management Plan as well as on information from the application materials and the El Dorado County General Plan and General Plan EIR for analysis. Consultant will utilize these materials as well as input from County staff, to determine the adequacy of the proposed on-site drainage system. More specifically, the analysis will determine whether downstream drainage system has adequate capacity to accommodate the post-project site runoff, and if not, what on- and/or off-site drainage improvements would be necessary. Consultant will further review and any ordinances related to water quality for relevant information that should be incorporated into the project analysis.

h) Land Use and Planning

The Land Use and Planning chapter will evaluate the consistency of the proposed project with the County's adopted plans and policies. The chapter will further address compatibility of the proposed project with surrounding land uses, existing and proposed. Consultant will review the El Dorado County General Plan and Zoning Ordinance and any other appropriate documents to address consistency issues. The chapter will identify land use impacts and mitigation measures and note any inconsistencies or incompatibilities with adopted plans and policies created by approval of the proposed project.

i) Noise

The Noise chapter of the EIR will be based on an Acoustical Assessment, prepared by AEC Engineering. Consultant anticipates that the noise analysis includes an evaluation of short-term construction noise and vibration impacts, existing and future traffic noise levels, railroad noise and vibration, as well as site-specific noise impacts due to and upon the proposed project. Noise levels will be compared to the County's General Plan noise standards. Consultant will internally review the Acoustical Assessment to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the noise chapter of the EIR. Consultant assumes that the report preparers may be contacted directly should additional information and/or clarification be required.

j) Public Services and Utilities

The Public Services and Utilities chapter will summarize setting information and identify potential new demand for services, including water, sewer, and drainage. Given that the proposed project is below buildout totals in CEQA Guidelines Section 15155, Consultant anticipates that an SB610 Water Supply Assessment will not be required. Consultant will rely on information from the El Dorado County Irrigation District Urban Water Management Plan to evaluate whether available water supply exists to serve the project's needs. In addition, Consultant will rely on technical information prepared by L.Y. Engineering for water and sewer. Consultant will further consult with the appropriate County and other agencies, as needed, to address utilities and obtain the most recent information. For solid waste, Consultant will rely on El Dorado County's Solid Waste Management Plan.

k) Transportation and Circulation

The Transportation and Circulation chapter of the EIR will be based on a technical report prepared by KD Anderson & Associates, Inc. Consultant anticipates that the traffic analysis will include, at a minimum, an evaluation of the four major traffic scenarios, including Existing Conditions, Existing Plus Project Conditions, Cumulative Conditions, and Cumulative Plus Project Conditions. In addition, Consultant assumes that the traffic analysis will include and evaluation of on-site circulation and site access. Consultant will internally review the traffic report to ensure that all CEQA issues have been adequately and accurately addressed and will incorporate the results of the analysis into the Transportation and Circulation chapter of the EIR. Consultant assumes that the report preparers may be contacted directly should additional information and/or clarification be required. The chapter will include an analysis of the existing setting, identification of thresholds of significance, identification of impacts, and the development of mitigation measures and monitoring strategies.

Each of the technical chapters will include an introduction, environmental setting, regulatory setting, method of analysis, and standards of significance. The method and criteria used for determining the adverse impacts for each of these technical issues will be clearly and explicitly described in the respective chapters of the EIR, including any assumptions, models, or modeling techniques used in the analyses. The determination of impacts will be based on (a) thresholds of significance drawn from the standards used in similar EIRs in the region and (b) from the

technical studies prepared for the proposed project, and will be refined in consultation with County staff. For each significant impact, feasible mitigation measures, if available, will be identified and the level of significance after mitigation will be stated. Mitigation measures will identify the timing of the mitigation and the entities responsible for implementation. Cumulative impacts and mitigation measures will also be addressed within each technical chapter and will include the impact, mitigation, and level of significance after mitigation. Each impact in the EIR will be numbered, as will the corresponding mitigation measures. Cross-references will be provided where necessary. The effectiveness and feasibility of mitigation measures will be discussed.

Task 2.1.4 Statutorily Required Sections

The Statutorily Required Sections chapter of the EIR will summarize potentially significant and unavoidable, significant irreversible, growth-inducing, and cumulative impacts. The chapter will summarize the cumulative impacts that will be contained in each technical section and will be qualitative in nature.

Task 2.1.5 Alternatives to the Proposed Project

The EIR will include an alternatives analysis. The Alternatives chapter will evaluate, at a minimum, three alternatives, including the No Project Alternative. Alternatives will be selected when more information related to project impacts is available so the alternatives can be designed to reduce significant project impacts. Any additional alternatives shall be developed in consultation with County staff during preparation of the Administrative Draft EIR to respond to identified significant impacts. The Alternatives chapter will describe the alternatives and identify the environmentally superior alternative. The alternatives will be analyzed at a level of detail less than that of the proposed project; however, the analyses will include sufficient detail to allow a meaningful comparison of the impacts. The Alternatives chapter will also include a section of alternatives considered but dismissed. A matrix comparing the impacts of the proposed project to the three alternatives will also be included.

TASK 2.1 DELIVERABLES

- Five (5) hard copies and one (1) electronic copy, in Word and PDF format, of the Administrative Draft EIR to County.

Task 2.2 Prepare Screencheck Draft and Draft EIR

Objective

The objective of this task is to edit the Administrative Draft EIR based on the comments received, to prepare a Screencheck Draft EIR, and to distribute and process the Draft EIR for public review.

Approach

After County staff has reviewed the Administrative Draft EIR, Consultant will attend one working meeting with the County staff as necessary to discuss County comments on the

Administrative Draft EIR. Consultant will also be available for conference calls, as needed, to discuss County edits.

Consultant will respond to one consolidated set of County comments on the Administrative Draft EIR and will incorporate County comments into the form of a Screencheck Draft EIR. If desired, Consultant will provide the comments in a “strike-through and underline” format to assist with the final check of the document.

Consultant will respond to additional comments from the County on the Screencheck Draft EIR (anticipated to only require editorial or other “non-substantive” changes) and will prepare the document for the 45-day public review period. Consultant will assist the County in distributing the Draft EIR in accordance with CEQA requirements, including preparation of the Notice of Availability (NOA) of the Draft EIR for the County to publish and post in accordance with CEQA. Consultant will prepare the Notice of Completion (NOC) and deliver, along with fifteen (15) electronic copies of the DEIR, to the State Clearinghouse, if requested by the County.

Consultant will be available to attend one (1) public hearing during the 45-day public review period, if requested by the County, to receive comments on the Draft EIR. Additional public hearings could easily be accommodated and would be billed on a time and materials basis. Consultant will assist the County as necessary with preparation of the appropriate noticing.

TASK 2.2 DELIVERABLES

- One (1) meeting with County staff as necessary to discuss comments on the ADEIR and conference calls, as needed.
- One (1) electronic copy of the Screencheck Draft EIR to the County for review.
- Ten (10) hard copies of the DEIR, including five (5) with appendices in hard copy and five (5) with appendices in electronic CD format.
- One (1) electronic copy of the DEIR and Appendices in Word and PDF format.
- Notice of Availability preparation.
- Notice of Completion and delivery of fifteen (15) copies of DEIR Executive Summary and fifteen (15) CD copies of the DEIR to the State Clearinghouse.
- Attendance at one (1) public hearing to record comments on the DEIR, if requested by the County.

TASKS 3.1-3.4: PREPARE ADMINISTRATIVE FINAL EIR & FINAL EIR

Task 3.1 Prepare Administrative Final EIR

Objective

The objective of this task is to prepare an Administrative Final EIR containing written responses to all comments received during the 45-day public review period.

Approach

After the public comment period for the Draft EIR has closed, Consultant will meet with County staff to review all comments received and determine the appropriate written responses to the comments on the Draft EIR. These comments and responses will be compiled into an Administrative Final EIR for review by County. The EIR will include a list of persons, organizations, and agencies commenting on the EIR. Consultant does not anticipate that these comments will raise new issues, or that new surveys or technical studies will be required to prepare adequate responses. Further, Consultant assumes that the amount and nature of comments can be addressed within the hours shown in the budget spreadsheet. For the purposes of this scope of work, Consultant has assumed up to 100 individually bracketed comments. Should more time be needed to respond to additional comment letters, Consultant will initiate discussions immediately with County staff to conduct this extra work. The Administrative Final EIR will consist of comments on the Draft EIR and responses to all comments on the Draft EIR. Changes in the Draft EIR text necessitated by the comments will also be provided and summarized on an errata sheet.

TASK 3.1 DELIVERABLES

- One (1) meeting with County staff to review comments received and discuss approach.
- Five (5) hard copies of the Administrative Final EIR to the County.
- One (1) electronic copy of the Administrative Final EIR, including Response to Comments and MMRP.

Task 3.2 Prepare Mitigation Monitoring and Reporting Program (MMRP)

Objective

The objective of this task is to prepare a Mitigation Monitoring and Reporting Program (MMRP) based on the standard County format.

Approach

To comply with Public Resources Code Section 21081.6, Consultant will prepare a summary MMRP for adoption by County. The summary will include policies and actions identified in the County Sheriff’s Office EIR, including methods of implementation. The MMRP will be provided to the County with the Administrative Final EIR, thereby, allowing the County to provide comments, which would subsequently be incorporated into the MMRP in the Final EIR.

TASK 3.2 DELIVERABLES

- Five (5) hard copies of the MMRP to the County with the Administrative Final EIR.
- One (1) electronic copy of the MMRP to the County with the Administrative Final EIR.

Task 3.3 Prepare Screencheck and Final EIR

Objective

The objective of this task is to revise the Administrative Final EIR and prepare a Screencheck Final EIR in order to provide a thorough, responsive Final EIR.

Approach

Consultant will meet with County staff and the project team to discuss revisions to the Administrative Final EIR. Upon receiving comments on the Administrative Final EIR, Consultant will revise the Administrative Final EIR document and submit a Screencheck Final EIR to the County prior to printing. The Final EIR will be distributed to agencies and persons making comments by Consultant at least ten days prior to the EIR Certification Hearings. Consultant will work with the County and prepare all required noticing.

TASK 3.3 DELIVERABLES

- One (1) meeting with County staff to discuss County comments and revisions to the Administrative Final EIR.
- One (1) electronic copy of the Screencheck Final EIR to County for review.
- Ten (10) hard copies and one (1) electronic copy of the Final EIR to County, including Response to Comments and MMRP.

Task 3.4 Prepare Findings of Fact, Statement of Overriding Considerations, and Notice of Determination (optional)

Objective

The objective of this task is to prepare a first draft of the required Findings of Fact / Statement of Overriding Considerations (FOF/SOC) and Notice of Determination for approval by County, if necessary.

Approach

Consultant will prepare the FOF/SOC pursuant to CEQA, and will incorporate information regarding the project's environmental impacts disclosed in the EIR. In addition, the FOF/SOC will provide the appropriate language to dismiss the project alternatives not selected. Consultant will also provide proposed language on the overriding considerations, if necessary, which describes the benefits of the project that would outweigh any adverse environmental effects, if any. Consultant anticipates submitting the FOF/SOC in conjunction with the Final EIR. Consultant further anticipates that the County's Legal Counsel would review and provide feedback on the adequacy of the FOF/SOC. In addition, should the project be approved, Consultant will prepare a Notice of Determination (NOD) for County filing and posting at the State Clearinghouse.

TASK 3.4 DELIVERABLES

- One (1) electronic copy of the draft FOF/SOC to County staff with the Administrative Final EIR.
- One (1) electronic copy of the final FOF/SOC to County staff with the Final EIR.
- One (1) copy of the NOD to County staff.

TASK 4.1 PROJECT MANAGEMENT, MEETINGS, & HEARINGS

Objective

The objective of this task is to ensure close, extensive coordination and interaction with County staff and the project team and to attend the necessary meetings and project approval hearings.

Approach

Consultant will serve as the EIR Project Director and will be responsible for overseeing preparation of the environmental document and coordinating with County staff. Consultant will also serve as the EIR Project Manager. The EIR Project Manager is responsible for handling the day-to-day activities of the EIR preparation, coordinating with the County and the technical consultants, and responding to staff inquiries about the EIR and the process.

Consultant will assist the County as needed throughout the processing of the EIR and anticipates regular phone and e-mail communications with County staff, project stakeholders, and pertinent County, State, and local agencies. In addition to the meetings outlined in the above tasks, Consultant will be available to attend up to two (2) progress meetings with County staff and the project team as well as two (2) public hearings, including one (1) Planning Commission hearing and one (1) County Board of Supervisors hearing.

TASK 4.1 DELIVERABLES

- Attendance at up to two (2) progress meetings with County staff.
- Attendance at up to two (2) public hearings, including one (1) Planning Commission hearing and one (1) County Board of Supervisors hearing.
- Regular in person, phone, and e-mail communication with County staff and the project team throughout the preparation of the EIR.

Exhibit “B” – Fee Schedule

PROPOSED COST ESTIMATE			
EL DORADO COUNTY SHERIFF'S OFFICE EIR			
		Cost Per Subtask	Cost Per Task
Task 1.1	Project Initiation	\$ 1,630	\$ 1,630
Task 1.2	Project Description	\$ 1,850	\$ 1,850
Task 1.3	Prepare NOP (including Scoping meeting)	\$ 3,220	\$ 3,220
Task 1.4	Prepare Initial Study	\$ 3,050	\$ 3,050
Task 2.1	Prepare Administrative Draft EIR	\$ 5,060	\$ 50,200
	Technical Sections		
Task 2.1.1	Introduction	\$ 1,020	
Task 2.1.2	Executive Summary	\$ 1,200	
Task 2.1.3	Environmental Setting, Impacts, Mitiation Measures		
	a Aesthetics	\$ 2,570	
	b Air Quality and Greenhouse Gas Emissions	\$ 2,760	
	<i>AQ/GHG Technical Analysis</i>	\$ 4,010	
	c Biological Resources	\$ 2,740	
	d Cultural Resources	\$ 2,380	
	e Geology and Soils	\$ 2,200	
	f Hazards and Hazardous Materials	\$ 2,200	
	g Hydrology and Water Quality	\$ 3,580	
	h Land Use and Planning	\$ 3,480	
	i Noise	\$ 3,510	
	j Public Services and Utilities	\$ 3,870	
	k Transportation and Circulation	\$ 4,240	
	Other Sections		
Task 2.1.4	Statutorily Required Sections	\$ 1,590	
Task 2.1.5	Alternatives Analysis	\$ 3,790	
Task 2.2	Prepare Screencheck and Draft EIR	\$ 6,000	\$ 6,000
Task 3.1	Prepare Administrative Final EIR	\$ 7,080	\$ 7,080
Task 3.2	Prepare MMRP	\$ 1,020	\$ 1,020
Task 3.3	Prepare Screencheck and Final EIR	\$ 4,390	\$ 4,390
Task 3.4	Prepare FOF/SOC <i>(optional)</i>	\$ 2,220	\$ 2,220
Task 4.1	Project Management, Meetings, & Hearings	\$ 9,600	\$ 9,600
	Total Hours		
	Hourly Rate		
	Total EIR Labor	\$ 90,260	\$ 90,260
	Sub-Consultant/Expenses		\$ 4,400
	Copying/Printing*	\$ 3,000	
	Misc (Travel/fax/phone)	\$ 1,000	
	10% administrative fee	\$ 400	
	Total Budget	\$ 94,660	\$ 94,660

*Estimate only; will be billed at cost.

In the performance of services hereunder, Consultant may request to reallocate the cost listed herein among the various Tasks identified herein (including the subconsultant expenses) subject to Contract Administrator’s written approval, provided that the total not-to-exceed amount of the Agreement is not exceeded.