

Economic and Planning Systems Inc.

Missouri Flat Master Circulation and Financing Plan Phase II

AGREEMENT FOR SERVICES #2953

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 Economic and Planning Systems Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is One Kaiser Plaza, Suite 1410, Oakland, California 94612, and whose local office address is 400 Capitol Mall, 28th Floor, Sacramento, California 95814 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Services, Department of Transportation, in the preparation of the Missouri Flat Master Circulation and Financing Plan (MC&FP) Phase II;

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 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 Section 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 complete the preparation of the MC&FP Phase II (hereinafter referred to as Project), and other services as may be necessary to accomplish the objectives set forth herein. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. Deliverables for the specific tasks to be provided under the Scope of Work shall be as specified therein and shall be submitted in accordance with Exhibit A, hereto. Modifications to the deliverables required in Exhibit A, hereto, or to the software requirements may only be made in accordance with the prior written approval of County's Contract Administrator.

Receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified in Tasks 1.3 through 1.14 as identified in Exhibit A. No payment will be made for any work performed on Tasks 1.3 through 1.14 prior to the effective date of the Agreement.

In addition to the specific services identified in Tasks 1.3 through 1.14 of Exhibit A, hereto, this Agreement also includes Task 2, Project Contingency. Such Project Contingency 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.

The specific services for each Project Contingency assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff or subconsultants to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work for the Project Contingency, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work, resulting in a written Work Order from County's Contract Administrator.

The period of performance for Work Orders shall be in accordance with the 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.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Work Orders, and Work Order Amendments, on Consultant's behalf. Consultant's notification of individuals authorized to execute Work Orders, and Work Order Amendments, on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XVII, Notice to Parties, of this Agreement.

County will review Consultant's progress at key points as specified in each Work Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Work Order. Milestones may only be changed by written agreement between County's Contract Administrator and Consultant's Project Manager.

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 XVI, Default, Termination, and Cancellation, herein.

All of the tasks included in Exhibit A, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultants for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of May 8, 2018, through May 7, 2021.

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A and any deliverables described in individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

Cost proposals shall be submitted for each Work Order. The total amount payable by County for an individual Work Order shall not exceed the amount agreed to in the Work Order unless County's Contract Administrator and Consultant amend the Work Order.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Billing Schedule," incorporated herein and made by reference a part hereof. The hourly rates listed in Exhibit B may be adjusted to a maximum of five percent (5%) increase per year which shall require written approval and acceptance by County's Contract Administrator, prior to the new rates becoming effective. Any rate increases authorized by County's Contract Administrator shall not increase the not-to-exceed amount of the Agreement.

Reimbursement for mileage expenses, 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. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct expense for any services performed under this Agreement by Consultant or by any subconsultants authorized under this Agreement.

Direct expenses, including but not limited to delivery charges, teleconferences, long distance telephone expenses, outside printing and binding expenses, and authorized outside services and expenses including subconsultants, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct expenses shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C, marked "Cost Proposal," incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work tasks, subtasks, and Direct Expenses identified therein (including subconsultants), subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$192,446, inclusive of all Work Orders, costs, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of Article VI, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. 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 Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

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 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 XVI, 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: Services rendered under this Agreement shall be performed in accordance with and full compliance with the 2004 El Dorado County General Plan, Highway Capacity Manual (Transportation Research Board, 2010), the Trip Generation Manual 9th Edition (Institute of Traffic Engineers) and all other applicable Caltrans, federal, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner

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

ARTICLE VI

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's 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 County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's 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. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

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 the 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 Amy R. Lapin, Executive Vice President, 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, any subconsultants authorized under this Agreement, and any Work Orders issued pursuant to this Agreement.

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.

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 XI

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 Services 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 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.

ARTICLE XIII

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 XIV

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 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XV

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 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 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. 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 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 issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of the 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 in duplicate and addressed as follows:

To County:

County of El Dorado
Community Development Services
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Natalie Porter
Senior Civil Engineer

With a copy to:

County of El Dorado
Community Development Services
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:

Economic and Planning Services Inc.
400 Capitol Mall, 28th Floor
Sacramento, California 95814

Attn.: James R. Musbach
Managing Principal and Corporate President

or to such other location as 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 as provided in ARTICLE XVII, 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 XIX

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees, and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers, agents, employees, and representatives, or as expressly prescribed by statute. This duty of

Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XX

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 or professional consultant 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 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 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. 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 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

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 XVI, Default, Termination, and Cancellation, herein.

ARTICLE XXIV

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and 8355 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXV

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 limited liability company or corporation, certifying that it has 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

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 XXIX

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 XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Natalie Porter, P.E., T.E., Senior Civil Engineer, Long Range Planning, Community Development Services, Department of Transportation, or successor.

ARTICLE XXXI

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 XXXII

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

ARTICLE XXXIII

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 XXXIV

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 XXXV

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: _____

Natalie Porter, P.E., T.E.
Senior Civil Engineer
Long Range Planning
Community Development Services
Department of Transportation

Dated: _____

Requesting Department Concurrence:

By: _____

Rafael Martinez
Director
Community Development Services
Department of Transportation

Dated: _____

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. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- ECONOMIC AND PLANNING SERVICES INC. --

By: _____

Dated: _____

James R. Musbach
Managing Principal and Corporate President
"Consultant"

By: _____

Dated: _____

Darin Smith
Managing Principal and Corporate Secretary

Economic & Planning Systems, Inc.

Exhibit A

Scope of Work

SCOPE OF WORK DESCRIPTION:

Missouri Flat Master Circulation and Financing Plan (MC&FP) Phase II:

The MC&FP Phase II is required to provide a funding mechanism for the required roadway infrastructure in the Missouri Flat MC&FP Phase I area, adopted in 1998, to further promote economic development in the area. The capacity improvements that shall be analyzed with MC&FP Phase II are needed to relieve existing (if any) and projected traffic congestion and create additional capacity for planned commercial developments in the designated MC&FP area. Services shall include updating the existing MC&FP Phase I to reflect current conditions. Circumstances, including revenue streams, have changed since the adoption of the MC&FP Phase I in 1998, and the plan needs to be updated to reflect current and projected conditions. Current information regarding development projects, construction costs for the Missouri Flat Interchange Project and availability of State and other funding must be incorporated into the plan.

SCHEDULE AND DELIVERABLES:

Unless otherwise indicated below, Consultant shall submit all deliverables in accordance with ARTICLE I, Scope of Services, and as described in the Tasks and Subtasks herein.

Unless otherwise indicated below, Consultant shall submit draft documents and reports to County's Contract Administrator (CA) for review and comment. Consultant shall incorporate County's CA's comments into the final documents or reports subject to agreement by Consultant and County's CA.

Draft deliverables shall be submitted in electronic Microsoft Word (MS Word) format to County's CA unless otherwise stated. Final deliverables shall be submitted in Adobe Portable Document Format (PDF) to County's CA unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by County for all deliverables unless otherwise stated.

Adjustments to the completion times specified in the Tasks and Subtasks herein may only be made with prior written approval (may consist of an email) of County's CA.

The following Scope of Work outlines the Tasks and Subtasks which are critical to the development of the MC&FP Phase II Project (hereinafter referred to as Project). Various tasks for MC&FP Phase II were completed under Agreement #369-S1511. This new Agreement is required to complete the remaining Tasks.

MC&FP PHASE II

Task 1.3: Analyze Cost Burden and Financial Feasibility

Consultant shall evaluate the impact of the infrastructure cost burden on the overall financial feasibility of the private real estate development land uses. Consultant shall prepare a Technical Memorandum. The information shall be used for Task 1.8.

Consultant shall base the analysis on the estimates of finished real estate values for private development, as provided by the Project developers. To the extent that initial cost allocations appear infeasible based on industry standards, Consultant shall evaluate alternate allocations and other measures (e.g., cost reductions, re-phasing).

Deliverables:

- Draft Technical Memorandum 1-4: Cost Burden Analysis
- Final Technical Memorandum 1-4: Cost Burden Analysis

Meetings:

- Up to two (2) conference call meetings with County to discuss assumptions, methodology, or financial feasibility findings

Task 1.7: Conduct California Environmental Quality Act (CEQA) Review

Several projects were included in the MC&FP Phase I program. To a large degree, these projects were covered in the Missouri Flat Area MC&FP, Sundance Plaza, and El Dorado Villages Shopping Center Environmental Impact Report (EIR), as well as the Walmart EIR for the store on Missouri Flat Road. Other CEQA documents have been completed on the Missouri Flat Road interchange and on Diamond Springs Parkway. Finally, County's General Plan EIR programmatically addresses development, including circulation improvements throughout County. Consultant shall use information from the previous MC&FP Phase I and CEQA documents to determine the appropriate environmental review for MC&FP Phase II.

Subtask 1.7.1: Develop Project Description

The improvements that shall be included in the Financing Plan were defined under Agreement #369-S1511. Consultant shall draft a Project Description that addresses actions intended to be covered by the CEQA document. It shall be revised following County review and concurrence.

Deliverables:

- Draft Project Description
- Final Project Description

Subtask 1.7.2: Determine Prior CEQA Coverage/Prepare Initial Study

Consultant shall review applicable CEQA documents, including the General Plan EIR, and determine if proposed Project elements are already covered in other CEQA documents.

Consultant shall conduct a windshield survey (one [1] day tour) of Project site features to document potential issues. An Initial Study (IS) shall be prepared that addresses the typical questions (whether or not an impact is significant, if mitigation is available to reduce the impact), but is expanded to also query if the impact is already addressed in a certified EIR or other CEQA documents, and if any additional analysis is needed. Each question shall be supported by substantial evidence including prior analyses and the field visit.

The IS shall be used to determine the type of document such as a Negative Declaration (ND) or Mitigated Negative Declaration (MND), or EIR required to cover the proposed elements of the financing plan. If found to be within the scope of another document, the IS shall become the sole CEQA document, and shall not require public review. Upon completion of the IS, Consultant shall recommend the appropriate CEQA documentation necessary for the Project.

Deliverables:

- Draft IS
- Revised IS

Task 1.8: Prepare Fiscal Impact Analysis

Consultant shall prepare a Fiscal Impact Analysis (FIA) to evaluate the impact of the proposed Project on the costs and revenues of County's General Fund and Road Fund. The FIA shall reflect planned MC&FP Phase II development using land use data resulting from the market review and pro forma tasks.

The FIA shall compare forecasts of the revenues generated through property tax, sales tax, transfer tax, and other general fund sources with the costs of providing urban services to the proposed Project. Consultant shall work with County to integrate County's current policies and modeling practices into this analysis. The specific subtasks to be completed to analyze the fiscal impacts of the Project are described below.

Subtask 1.8.1: Analyze Budget and Service-Level Standards

Consultant shall meet with County to confirm key development assumptions, such as land use phases and property values, and any other required analysis inputs. Consultant shall examine County's budget and conduct interviews with County staff, if necessary, to derive baseline cost and revenue parameters for the FIA.

Subtask 1.8.2: Forecast Public Service Costs

Consultant shall estimate the cost of County General Fund-funded municipal services required to serve development in the Project area using both average and marginal cost-estimating techniques. Consultant shall work with County to ensure service-level assumptions in the FIA are consistent with existing service levels and with County General Plan standards. Consultant shall work with County, property owners, and other parties to determine the extent to which County or other special districts would provide any municipal services to the Project area, either on an interim or ongoing basis.

The marginal cost-estimating approach, which takes into account County's existing service capacity and the unique attributes of the Project land uses, shall be used to estimate the cost of specific municipal services that may be uniquely affected by the Project (e.g., public safety).

Subtask 1.8.3: Forecast Public Revenues

Consultant shall estimate County General Fund and Road Fund revenues expected to be generated by development in the Project. Consultant shall rely on both marginal and average revenue approaches to develop estimated revenue projections. The revenue projections shall use forecasting techniques appropriate to revenue sources.

For example, property tax projections shall estimate the assessed value added to the tax base by development of the site and the incremental share of revenue that County receives on an annual basis. Consultant shall work with County and property owners to determine finished product valuation assumptions for use in the analysis. The sales tax revenue forecast shall reflect the type and amount of retail expected in the Project, as well as the anticipated income levels and expenditure patterns of new residents or employees, if any.

Subtask 1.8.4: Analyze Net Fiscal Effects

Drawing from the revenue and expense projections developed in the preceding subtasks, Consultant shall estimate potential fiscal effects of the Project, including any Project alternatives being considered as a result of the market analysis and pro forma work. The cost and revenue estimates shall be presented in a format that clearly indicates the Net Fiscal Effects as a result of implementation of the Project. Once the Net Fiscal Effects have been determined, Consultant shall evaluate the Project's ability to provide financial participation for the MC&FP for remaining Phase I or planned Phase II infrastructure improvements. In this regard, any potential financial participation would not jeopardize County's ability to provide municipal services to the Project.

Deliverables:

- Draft Technical Memorandum 1-9: Summary of the Net Fiscal Effects results of the Project (Associated with Subtasks 1.8.1, 1.8.2, 1.8.3, and 1.8.4)
- Final Technical Memorandum 1-9: Summary of the Net Fiscal Effects results of the Project (Associated with Subtasks 1.8.1, 1.8.2, 1.8.3, and 1.8.4)

Meetings:

- Up to two (2) meetings with County staff and Consultant via conference call or in person as needed
- Up to two (2) conference call meetings with County staff to discuss assumptions, methodology, or findings

Task 1.9: Evaluate Potential Financing Mechanisms

Consultant shall evaluate all potential existing and future financing mechanisms that may be available to fund remaining Phase I and new Phase II infrastructure improvements. Consultant shall identify the funding sources and financing mechanisms that may be considered for the Phase II MC&FP.

In considering future financing mechanisms, Consultant shall evaluate the efficacy of the existing MC&FP financing mechanisms to determine whether that mix of financing mechanisms and financing strategy met its intended purposes. This evaluation of the existing MC&FP Phase I financing strategy shall also include consultation with County and its land-secured financing team regarding potential refunding options for the existing CFD bonds.

All potential financing mechanisms and funding sources identified in this Task shall be considered in the following cash flow analysis and financing strategy, Task 1.10.

Deliverables:

- Draft Technical Memorandum 1-10: Financing Plan assumptions and approach
- Final Technical Memorandum 1-10: Financing Plan assumptions and approach

Meetings:

- Up to two (2) meetings with County and Consultant via conference call or in person as needed

Task 1.10: Prepare Cash Flow Analysis and Financing Strategy

Using the Project's Phase II transportation CIP (derived through earlier Tasks) and the potential financing mechanisms and funding sources identified in Task 1.9, Consultant shall prepare the MC&FP Phase II Financing Strategy, which shall be informed by a dynamic, multi-year, Cash Flow Analysis.

The proposed MC&FP Phase II Financing Strategy shall be informed by the following items:

- Public financing principles.
- Statutory and legal considerations.
- Industry standards regarding who typically pays for what.
- The timing of public improvements related to private development.

- Commitments regarding the availability of public-sector funding.
- Negotiation-based preferences of stakeholders (e.g., advance-funding and reimbursement procedures).

The Phase II Financing Strategy shall require a similar approach to Phase I, wherein multiple funding sources would be used in combination to fund required transportation improvements to mitigate existing traffic congestion and to facilitate new development. When completed, the MC&FP Phase II Financing Strategy shall provide increased certainty to property owners regarding the timing of any required advance funding requirements and associated reimbursements while concurrently mitigating potential risks to County.

The MC&FP Phase II Cash Flow Analysis shall include the estimated timing of all potential funding sources, including incremental sales and property tax revenues to the extent they may be available as determined through Task 1.8. The financial feasibility of the proposed Cash Flow Analysis and Financing Strategy shall be evaluated as part of the market analysis and feasibility work completed as part of Agreement 369-S1511.

The MC&FP Phase II Financing Strategy shall also identify the steps and a proposed schedule required to implement each funding mechanism identified in the Financing Strategy. The steps and schedule shall reflect input from County and shall be consistent with County policies.

Deliverables:

- Draft Technical Memorandum 1-11: Cash Flow Analysis and draft Financing Strategy
- Final Technical Memorandum 1-11: Cash Flow Analysis and draft Financing Strategy

Meetings:

- Up to two (2) meetings with County and Consultant via conference call or in-person as needed

Task 1.12: Prepare Financing Plan and Report

The purposes of the Financing Plan are to identify the backbone infrastructure and public facility improvements required for Project development, describe the sources and uses of funding, and identify the Project's proportionate cost obligation for these improvements.

Consultant shall prepare a technical freestanding Draft Financing Plan to document these components, as well as the financial analysis and assumptions underpinning the Financing Plan, as conducted under previous tasks. The Financing Plan shall discuss the timing and financing of improvements and evaluate the financial feasibility of these obligations, given projected home prices and commercial values. County will use the

Financing Plan to identify the overall cost obligation to move ahead with an initial phase of development and understand the advance-funding requirements, and potential reimbursements and recovery of these costs over time.

Consultant shall prepare three (3) to four (4) Financing Plan documents:

- An internal Draft Financing Plan, circulated to County
- An administrative Draft Financing Plan, circulated to County for comments
- A Draft Financing Plan that incorporates any County comments, circulated for review and comment by the public and applicable agencies, stakeholders, and interest groups
- A Final Financing Plan that incorporates any public comments, if necessary

Deliverables:

- Internal Draft Financing Plan
- Administrative Draft Financing Plan for County review
- Draft Financing Plan for public review
- Final Financing Plan

Meetings:

- Up to two (2) meetings with County and Consultant via conference call or in-person as needed
- Attendance at up to two (2) Board of Supervisors (Board) meetings. Consultant shall ensure that these meetings shall be attended by Project team staff with previous experience presenting to the Board

Task 1.13: Conduct Public Outreach

As part of County's commitment to ensure maximum participation by individuals and businesses in the Missouri Flat Area, Consultant shall ensure that resident involvement is a key component of this effort.

The plan focuses on three (3) main goals:

- To provide impacted parties ample opportunities to share ideas, concerns and priorities for the MC&FP
- To provide a transparent and accessible process making it as easy as possible to share those ideas
- To ensure that impacted parties feel that County has given their ideas and concerns ample consideration

Consultant shall provide consistent communication with elected officials and extensive outreach to the broad range of stakeholders and interested parties. Consultant shall also provide overall public outreach to County residents interested in future development and circulation. Consultant's strategies shall include:

- Early and ongoing coordination with the Board
- Outreach meetings with small groups of stakeholders with similar concerns
- Development of interactive opportunities for engagement in the field
- Utilization of social media to promote engagement opportunities
- Leverage of local news media and trade publications
- Development/enhancement of partnerships with business, industry associations and organizations

Strategies

Board Study Sessions and Planning Commission Presentations

Consultant shall make at least one (1) presentation to the County Planning Commission during each phase of the Project and hold up to seven (7) Study Sessions during each phase with the Board to get early and regular input on the MC&FP.

Stakeholder Presentations/Mini-Workshops

Consultant shall focus efforts on stakeholder groups with shared interests in a series of six (6) roundtable mini-workshops. Consultant shall conduct two (2) rounds of meetings; the first to identify key issues and concerns regarding the plan and the second to vet proposed Financing Plan. Consultant shall work with County to identify potential participants and promote workshops. 12-20 individuals or representatives of the following groups are expected to participate:

- Building Industry/Developers
- Local Businesses/Economic Development Interests (Chambers of Commerce, Economic Development Partnership, Tourism)

Public Workshops

Consultant shall hold two (2) traditional public workshops during each phase of the process to provide an opportunity for residents and all interested parties to share concerns and pose questions relative to the update the MC&FP. County and Consultant's team shall test the content and format of the workshop with County prior the workshops in a rehearsal session at County's office. The workshop shall include:

- Presentation- Overview of the purpose, structure, and parameters of the update to the MC&FP
- Facilitated discussion/Q&A regarding the process and concerns
- Review of comments received

Web Site and Social Media

Consultant shall establish a Project website to post all relevant information about the update to the MC&FP. This shall include:

- Project Overview
- Library and Background Documents
- Meetings and Workshops
- Comment/Questions
- Contact Information

The website shall be updated on a regular basis. Consultant shall also develop and provide the following:

- Development of an eBlast database for stakeholders, meeting attendees, and other Project participants
- Development of an eBlast system to send regular updates regarding the TIM Fee Update
- Posts on Facebook, Twitter, and other relevant social media promoting engagement opportunities

Media Relations & Collateral Development

Consultant shall prepare appropriate collateral materials and outreach tools to engage news media throughout the Project. All efforts shall be coordinated with County. This shall include:

- Creation and distribution of news releases and tip sheets
- Development of Fact Sheets, FAQs, and other materials
- Development of posters/flyers promoting upcoming meetings and workshops

Deliverables:

- Final Communications Plan detailing all outreach efforts and implementation, including Strategy action items
- Attendance at one (1) County Planning Commission meeting
- Up to seven (7) Board study sessions held prior to finalizing a Financing Plan for the designated area, to obtain input on required roadway infrastructure requirements as well as proposed funding mechanisms
- Two (2) public workshop meetings in the communities, dates and locations to be coordinated with County's CA or designee
- Six (6) Mini-Workshops/Roundtable Discussions with key stakeholder groups
- Handouts and presentation materials prepared by Consultant for all public outreach meetings, County Planning Commission Meeting, and Board presentations
- Outreach Summary Report

Assumption:

- The majority of interested parties is expected to be business interests and developers as opposed to residents

Task 1.14: Provide Project Management

Consultant, with input from County, shall establish the assignment of lead roles versus support roles for a given task, and the proper management of the Project, including tracking of Project tasks, tracking expenditures, tracking deliverables, and client communication. Consultant shall:

- Coordinate and monitor the work of the overall County and Consultant's team, including all subconsultants
- Prepare monthly progress reports that shall be submitted with invoices
- Prepare and provide quality control for all deliverables
- Attend and facilitate Project team meetings as needed, and prepare agendas
- Ensure Project subconsultants remain on-task, on-time, and on-budget
- Prepare summary meeting notes and distribute to all meeting participants
- Serve as County's Project Manager and facilitator, providing direction to subconsultants, including content and format of presentations, interim support documents, and final reports
- Schedule and conduct bi-weekly Project status meetings and/or telephone conferences with County staff to discuss Project status, critical issues, schedule and budget
- Prepare e-mail summaries of Project status meetings
- Submit a draft invoice to County prior to completing work for the first Project invoice period. This shall allow County to identify any invoice modifications necessary prior to actual invoicing
- Prepare and submit monthly invoice prior to the 15th day of each month for work completed in the preceding calendar month

Deliverables:

- Project schedule, updated monthly
- Bi-weekly Project status updates
- Meeting agendas
- Meeting notes, including summaries of discussion and decisions
- Email summaries of Project status meetings
- Initial draft invoice
- Monthly invoices with monthly progress reports

Task 2 - Project Contingency

This Task provides for unanticipated services or costs necessary to successfully complete the Project. Services covered under this task include, but are not limited to:

- Additional Meetings
- Oversight related to Public Outreach Activities
- Additional Project Management Tasks
- Additional Work Related to Fiscal Impact Analysis

Consultant shall not undertake any services under this Task without a written Work Order from County's CA.

Economic and Planning Systems Inc.

Exhibit B

Billing Schedule

Labor Rates

<u>Classifications</u>	<u>Hourly Rate</u>
Managing Principal	\$280-\$300
Senior Principal	\$300-\$320
Principal	\$230-\$245
Executive/Senior Vice President	\$230-\$240
Vice President	\$195-\$215
Senior Technical Associate	\$180-\$200
Senior Associate	\$165-\$185
Associate	\$145-\$165
Research Analyst II	\$100-\$120
Research Analyst I	\$80-\$100
Production and Administrative Staff	\$80-\$100

The above rates include standard overhead items.

Consultant may submit a new proposed Billing Schedule to County's Contract Administrator, which shall require prior written approval and acceptance by County's Contract Administrator prior to the new rates becoming effective. The hourly rates are subject to a maximum of five percent (5%) increase. Any increases in rates shall not exceed the total not-to-exceed amount of the Agreement.



Direct Expenses

The rates in the table below apply to non-standard items. All outside services and expenses are billed at cost.

Item	Rate
Personal Auto Use	See Below*
Delivery	Actual Cost
Teleconferences, Long Distance Phone	Actual Cost
Outside Printing and Binding	Actual Cost
PDA's (Personal Digital Assistants)	\$2 per day



*Reimbursement for mileage expenses, 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. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Any reimbursement for mileage will only be made if such expenses are included in the Cost Proposal of this Agreement or Work Order issued pursuant to this Agreement.

Economic and Planning Systems Inc.

Exhibit C

Cost Proposal

<u>MC&FP Phase II</u>		Requested Budget
Task 1.3:	Analyze Cost Burden and Financial Feasibility	\$ 4,527.00
Task 1.7:	Conduct CEQA Review	\$ 1,400.00
Task 1.8:	Prepare Fiscal Impact Analysis	\$ 12,053.00
Task 1.9:	Evaluate Potential Financing Mechanisms	\$ 14,000.00
Task 1.10:	Prepare Cash Flow Analysis and Financing Strategy	\$ 15,000.00
Task 1.12:	Prepare Financing Plan and Report	\$ 52,240.00
Task 1.13:	Conduct Public Outreach	\$ 10,442.00
Task 1.14:	Provide Project Management	\$ 12,277.00
	Consultant Direct Costs	\$ 2,221.00
Task 2	Project Contingency	\$ 20,000.00
	Consultant Subtotal	\$ 144,160.00
<u>Subconsultants:</u>		
	Kittelson and Associates, Inc.	\$ 17,315.00
	Quincy Engineering, Incorporated	\$ 236.00
	Ascent Technologies, Inc.	\$ 29,761.00
	Flint Strategies	\$ 974.00
	Subconsultant Subtotal	\$ 48,286.00
Total Proposed Contract Budget Cost Estimate for Project		\$ 192,446.00

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