

ICF Jones & Stokes, Inc.
Texas Hill Parcel Rezone and General Plan Amendment

AGREEMENT FOR SERVICES #7064

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 ICF Jones & Stokes, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 1902 Reston Metro Plaza, Reston, Virginia 20190,, and whose local office address is 980 9th Street, Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Planning and Building Department, in preparation of California Environmental Quality Act (CEQA) compliance documentation for the County of El Dorado's Texas Hill Reservoir Takeline Parcel Rezone and General Plan Amendment (GPA) project to rezone privately-owned parcels to allow for residential use;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those 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 due to the limited timeframes, temporary or occasional nature, or schedule for the project or scope of work, the ongoing aggregate of work to be performed is not sufficient to warrant the addition of permanent staff in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(c), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

WHEREAS, on May 3, 2021, Consultant was formally approved to the qualified list for consulting services, including Category 2H–Environmental Services, as the result of Request for Qualifications (RFQ) #20-918-043;

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

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof.

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

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft (MS) Office 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XV, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees, agents, associates, representatives, or subconsultants.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

If County reasonably and in good faith disputes Charges set forth in an invoice, County shall notify Consultant in writing setting forth in reasonable detail the specific basis or bases for objection (the "Disputed Charges"). County and Consultant shall diligently pursue an expedited resolution of such Disputed Charges. If the Parties are unable to resolve any such dispute within thirty (30) days after the date of the notice of the Disputed Charges, the Parties may exercise the rights available under ARTICLE XXXIV, Disputes.

Payment of undisputed amounts due to Consultant is a material term of this Agreement, and County failure to make payment of amounts when due will entitle Consultant to suspend the performance of the Services or other work, including preparation or provision of Deliverables immediately and, at its option, to terminate this Agreement in accordance with its terms. Such termination shall not relieve County of its obligations to remit payment for all outstanding obligations.

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

The rates listed in Exhibit B may be adjusted once annually with thirty (30) days advanced written notice from Consultant to County's Contract Administrator and shall require written approval and acceptance by County's Director of Planning and Building prior to the new rates becoming effective. The rate increase shall not exceed three percent (3%) annually. Any rate increases authorized by County's Director of Planning and Building shall not increase the total not-to-exceed amount of the Agreement.

Other direct costs, materials, printing, and outside services, including subconsultant services, rental of special equipment, special reproductions and blueprinting, overnight delivery, outside data processing, and computer services, shall be invoiced at Consultant's cost, without markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. All invoices that include other direct costs, materials, outside services, and/or subconsultant services shall be accompanied by backup 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. In the performance of the 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, subject to County 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 \$347,880, inclusive of all work of subconsultants, and all costs, taxes, and expenses.

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
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Patricia Soto
Administrative Technician
Planning and Building Department

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 XV, 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: Consultant and any subconsultants authorized herein, shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Specifically, Consultant services and/or deliverables do not constitute legal advice or conclusions.

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

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

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

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 items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Consultant's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, and Consultant shall modify its work if the County's Contract Administrator determined it is necessary to meet current County requirements applicable to the project. Consultant shall include in a progress report the total number of hours worked by Consultant and any authorized subconsultants; 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, 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 prior 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.

In addition to the rights granted under this Section VII, the Consultant shall maintain all rights, title and interest in Consultant Property. The term "Consultant Property" shall mean all pre-existing material, including, but not limited to, any products, software,

materials and methodologies proprietary to Consultant or provided by Consultant or its suppliers and any derivative works, trade secrets, know-how, methodologies and processes related to Consultant's products or services, all of which shall remain the sole and exclusive property of Consultant or its suppliers. Subject to the terms of this Agreement, Consultant grants to County a non-exclusive, non-transferable, irrevocable license to use the Consultant Property contained in the deliverables provided hereunder for the purposes of this Agreement only.

ARTICLE VIII

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

ARTICLE IX

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE X

Confidentiality: Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Planning and Building Department 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.

Proprietary or confidential information ("Confidential Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the 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 County.

ARTICLE XII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given 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 XIV

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

ARTICLE XV

Default, Termination, and Cancellation:

- A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within the ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. 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.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.

- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XVI

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

To County:

County of El Dorado
 Planning and Building Department
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Rob Peters
 Deputy Director of Planning

With a copy to:

County of El Dorado
 Chief Administrative Office
 330 Fair Lane
 Placerville, California 95667

Attn.: Michele Weimer
 Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.
 980 9th Street, Suite 1200
 Sacramento, California 95814

Attn.: Trina L. Prince
 Contracts Administrator III

or to such other location as Consultant directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by

County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVIII

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, 3rd party claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to real or tangible property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, subconsultants, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole grossly negligent or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Notwithstanding any other provision herein, Subconsultant's liability shall be strictly limited to direct damages and shall in no event exceed two times the contract amount.

In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this Agreement, even if advised of the possibility of such damages.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

ARTICLE XIX

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, shall be included as an additional insured on ISO form CG 2010 1185, or its equivalent.

- C. Business 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 per claim.
- E. Consultant shall furnish an insurance industry standard ACORD form certificate of insurance compliant with the requirements herein having an AM Best rating of A- VII or better (or equivalent rating from another recognized ratings agency) 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 compliant with the requirements herein having an AM Best rating of A- VII or better (or equivalent rating from another recognized ratings agency) 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 that all insurance policies and the Certificate of Insurance shall indicate, that should the policy be cancelled before the expiration date thereof, written notice of said cancellation will be delivered in accordance with the policy provisions, which shall not be less than thirty (30) days' notice of cancellation except for non-payment of premium which shall not be less than ten (10) days' notice of cancellation, 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 thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, 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 in respect to County, its officers, officials, employees,. 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 in respect to County, its officers, officials, employees, 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,.
- 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.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, pandemic, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XV, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXIII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, if any 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, subconsultants, 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 and its subconsultants 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 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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 Title 2, California Code of Regulations, Section 11102.

ARTICLE XXIV

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 XXV

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 XXVI

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 and any of its subconsultants employed under this agreement 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 XXVII

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.

In addition, 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 XXVIII

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

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Rob Peters, Deputy Director of Planning, Planning and Building Department, or successor.

ARTICLE XXX

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

ARTICLE XXXI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature

means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

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

Disputes: If any dispute arises out of or relates to this Agreement, or the breach thereof, the affected party shall notify the other Party, and the Parties shall attempt in good faith to resolve the matter within ten (10) days after the date such notice is received by the other Party (the "Notice Date"). If the dispute cannot be settled through direct discussions by the representatives of the Parties, then either party may file suite in court. No written or oral representation made during the course of any settlement negotiations shall be deemed a Party admission.

ARTICLE XXXV

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 XXXVI

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.

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:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

--ICF JONES & STOKES, INC.--

By: *Robert F. Toth*
Robert F. Toth (Mar 17, 2023 17:19 EDT)

Dated: 03/17/2023

Robert F. Toth
Senior Vice President, Contracts
"Consultant"

By: *Rosemarie Jones*
Rosemarie Jones (Mar 17, 2023 17:50 EDT)

Dated: 03/17/2023

Rosemarie Jones
Assistant Secretary

ICF Jones and Stokes Inc.

Exhibit A

Scope of Work

Consultant shall assist County with the preparation of California Environmental Quality Act (CEQA) compliance documentation for the County's Texas Hill Reservoir Takeline Parcel Rezone and General Plan Amendment Project (Project) to rezone approximately one hundred eighteen (118) parcels that exist within the mapped Texas Hill Reservoir Takeline to zones that allow for residential uses. County staff have identified approximately one hundred eighteen (118) parcels, fifty-one (51) (or forty-three (43) percent)) that are privately-owned and sixty-seven (67) (or fifty-seven (57) percent)) which are under the ownership of the El Dorado Irrigation District (EID). The parcel rezones will also require a General Plan Amendment (GPA) to change the existing General Plan Land Use Designations, which are primarily Open Space (OS), to ones that are consistent with the proposed residential zones (e.g., RE-5, RE-10). Consultant anticipates that a Focused Environmental Impact Report (EIR), tiered off the 2015 Targeted General Plan Amendment & Zoning Ordinance Update Project (TGPA-ZOU) EIR, will be the appropriate CEQA document. This approach, which is described below, shall provide the most flexible, comprehensive CEQA review that shall help County process the decisions at hand and streamline subsequent development actions.

For each of the Tasks identified herein, each deliverable schedule shall be discussed and agreed upon between Consultant and County's Contract Administrator.

Task 1. Project Management and Meetings

Consultant shall prepare a detailed schedule upon receipt of a fully executed contract. Consultant and subconsultant shall attend meetings and hearings as specified below, including virtual attendance as needed based on current COVID-19 protocols, participate in conference calls, and coordinate with County staff as requested by County. Consultant should anticipate attending two (2) meetings in person and shall participate in up to ten (10) conference calls. This task also includes Project management tasks, such as coordinating internal staff, contributing to schedule updates, invoicing, contracting, and coordination with the transportation subconsultant as needed. In addition to the meetings and calls above, Consultant's Project Manager, James Alcorn or successor, shall attend up to four (4) public meetings and/or hearings on the Project inclusive of Planning Commission (Commission) and Board of Supervisors (Board) public hearings. Consultant shall assist County staff with the presentation of the Draft Environmental Impact Report (DEIR) and Final Environmental Impact Reports (FEIR) at these public hearings. Subconsultant shall attend up to five (5) on-line meetings with the Project team as part of the work being performed in Tasks 4a. 5-1 through 6. Additional meetings would be considered additional work to be billed on a time-and-materials basis upon prior written authorization by the client and agreement by subconsultant.

Deliverables

- Meeting minutes or summary following each meeting in MS Word format
- Detailed schedule in MS Word format

Task 2. Public Outreach

Consultant shall assist County with public outreach to notify existing and adjacent property owners about the Project and the process. This task shall include direct mailing to all existing and adjacent property owners' information about the rezone and GPA process, the CEQA process and the County's rationale for the change in zoning and land use. Consultant shall work with the County to prepare a Project Fact Sheet to provide this information.

Deliverables

- One (1) electronic copy and two (2) hard copies of a Project Fact Sheet in MS Word format
- CSV files for direct mailings to all parcel owners whose parcels are proposed to be rezoned, and to all parcel owners whose parcels are adjacent to the parcels proposed to be rezoned, in addition to all required public noticing (and EIR 1-mile noticing) that would be completed pursuant to Title 130, CEQA and the County's adopted CEQA manual.

Task 3. Rezone and General Plan Amendment (GPA)

Consultant shall assist County with the preparation of materials and presentations at the County's Commission and Board public hearings for the consideration and approval of the proposed rezones and GPA for affected parcels.

Deliverables

- Up to two (2) presentations for County's Commission public hearing
- Up to two (2) presentations for County's Board public hearing
- One (1) electronic copy and two (2) hard copies of all presentation materials in either MS PowerPoint or Word format

Task 4. Prepare CEQA Focused EIR

4a. Environmental Technical Analysis

4a. 1. Air Quality and Greenhouse Gases (GHGs)

Air Quality

The Air Quality Analysis shall focus on the criteria pollutants of greatest concern in County that will be generated by construction and operation of the proposed Project. Those pollutants include ozone precursor (reactive organic gases [ROGs] and oxides of nitrogen [NOX]), carbon monoxide (CO), inhalable particulate matter (PM10 and PM2.5), and sulfur dioxide (SO2). The Project setting shall describe these pollutants and their known health effects. Consultant shall summarize meteorological and climatological data for the Project study area, as well as localized conditions near the proposed Project. The existing state and federal ambient air quality standards; the region's attainment status, and a discussion of applicable air quality attainment plans shall be provided. Consultant shall also describe the general locations of existing sensitive receptors in the vicinity of the Project area.

Consultant shall use County's Air Quality Management District's (AQMD) most recent CEQA Air Quality Guidelines to evaluate Project impacts. Consultant shall describe the air quality thresholds used to identify significant impacts based on the AQMD's Air Quality Guidelines and guidance provided by AQMD staff, as well as the methodology used to estimate emissions. The impact analysis shall assess the following:

Construction: The Project includes rezoning approximately one hundred eighteen (118) parcels currently designated as Open Space (OS) on the General Plan Land Use Map that could result in future construction of approximately eighty one (81) new single family residential units (one (1) unit on each of the approximately eighty one (81) currently undeveloped parcels within the project area). Construction of these units would involve the use of off-road construction equipment and on-road vehicles, which would generate emissions of ROG, NOx, CO, SO2, PM10, and PM2.5. In addition, off-road construction equipment traveling over unpaved surfaces and performing earthmoving activities such as site clearing or grading would generate fugitive dust emissions, while architectural coating and paving activities would generate evaporative ROG emissions. Construction emissions shall be quantified using the California Emissions Estimator Model (CalEEMod) and model defaults. Estimated construction emissions shall be compared to AQMD's construction emission thresholds. If emissions are found to be significant, mitigation measures shall be developed and quantified to the extent feasible to address identified impacts.

Operation: Air quality emissions from increased traffic and development of eighty one (81) future residential units shall be modeled using CalEEMod. Emissions shall be evaluated under existing, no build, and full build-out conditions. It is assumed that the traffic data necessary to support the quantitative emissions analysis shall be prepared by the traffic Subconsultant and provided to Consultant as part of the traffic report. If a traffic report is not prepared, Consultant shall rely on default CalEEMod trip generation estimates for single-family homes. Air quality impacts shall be assessed based on the AQMD's operational thresholds. Consultant shall also evaluate the Project's consistency with AQMD's most recently adopted Air Quality Attainment Plan (AQAP). Because the

Project requires an amendment to the existing General Plan, Consultant anticipates that the Project shall result in a significant impact with respect to AQAP consistency, per AQMD guidance.

Health effects from criteria pollutant emissions: Potential regional and localized health effects from increased criteria pollutant emissions generated during construction and operations shall be generally described, as well as modeling limitations of quantitatively correlating project-specific emissions to specific health consequences. Should models or guidance become available that enables a quantitative correlation of Project emissions to health impacts, an amendment to this Agreement would be required to account for the additional scope and budget needed.

Carbon Monoxide Hot Spots: Consultant shall review traffic data from the transportation analysis for affected intersections (i.e., Level of Service (LOS)) and the AQMD's CO screening criteria to determine the need for localized CO modeling and evaluate CO impacts. If a hotspot analysis is determined to be necessary, Consultant shall use peak hour traffic volumes from the traffic Subconsultant, the California Line Source (CALINE4) dispersion model, and the latest version of the Emission Factor (EMFAC) Model to estimate CO concentrations at up to three (3) locations. CO impacts shall be assessed comparing estimated CO concentrations to the ambient air quality standards.

Toxic air containments: The primary toxic air containments of concern are asbestos and diesel particulate matter (DPM). The potential for asbestos shall be qualitatively assessed, including compliance with AQMD's asbestos rules. Residential development typically does not include sources of operational DPM emissions (e.g., stationary equipment, heavy-duty trucks); therefore, long-term operational health risks shall also be assessed qualitatively. AQMD's CEQA Air Quality Guidelines include fuel-based screening criteria that provide a conservative indication of whether a project could expose receptors to potentially significant construction health risks. Based on the size of the proposed eighty one (81) units of this Project, Consultant anticipates construction activities would not exceed these criteria and as such, a detailed risk assessment of the Project's construction emissions would not be required. Consultant shall document the Project's compliance with AQMD's construction screening criteria. In the event a detailed Health Risk Assessment (HRA) is required, an amendment to this Agreement would be required to account for the additional scope and budget needed to identify the level of effort that would be required to prepare the HRA.

Odors: Neither construction nor operation of residential uses is expected to result in substantial odors. There are no odor generating facilities (e.g., wastewater treatment facilities) within the vicinity of the Project area. As such, Consultant shall qualitatively evaluate odor emissions.

Greenhouse Gas

The Greenhouse Gas (GHG) Analysis shall focus on the GHGs of greatest concern, including carbon dioxide (CO₂), methane (CH₄) and nitrous oxide (N₂O) directly and indirectly resulting from the proposed Project. The Project setting shall describe these

pollutants and their relationship to global climate change. Consultant shall include information on applicable federal, state, and local goals, policies, and regulations adopted to reduce GHG emissions. Consultant shall use AQMD's most recent CEQA Air Quality Guidelines to evaluate Project impacts. The impact analysis shall assess the following:

Construction: Off-road construction equipment and on-road vehicles required during construction would generate CO₂, CH₄, and N₂O. These emissions will be quantified using CalEEMod and activity data developed for the air quality analysis (described above). The one-time loss in carbon sequestration potential from the removal of vegetation will also be quantified using CalEEMod.

Operation: Consultant shall quantify operational GHG emissions using CalEEMod and activity data developed for the air quality analysis (described above). AQMD does not have adopted numeric GHG thresholds. GHG impacts shall therefore be assessed based on compliance with regulatory programs, which is recognized by the Supreme Court as an acceptable pathway for evaluating project-level GHG emissions under CEQA (Center for Biological Diversity versus California Department of Fish and Wildlife (2015) sixty two (62) Cal.4th 204)). Note that because the regulatory environment for GHG emissions is frequently evolving, Consultant shall review applicable case law and air district and expert agency guidance prior to beginning the analysis to ensure the analysis approach is consistent with current best practices. If GHG impacts are found to be significant, mitigation measures shall be developed and quantified to the extent feasible to address identified impacts.

Consistency with Climate Change Regulations: Consultant shall qualitatively evaluate the Project's consistency with state and local climate change plans and regulations, including Senate Bill (SB) 32 and Executive Order B-55-18.

Deliverables:

- Draft Air Quality and GHG Section in MS Word format

Task 4a. 2. Biological Resources

Consultant shall review existing information pertaining to biological resources for the Project. Sources of information to be reviewed are expected to include the following:

- County's Targeted General Plan Amendment/Zoning Ordinance Update (TGPA/ZOU) Program EIR
- Land use maps and other available biological resource information provided by County
- California Natural Diversity Database
- U.S. Fish and Wildlife Service species lists
- California Native Plant Society species list

This information shall provide the basis for defining known and potential biological resources and sensitive areas and assessing impacts on biological resources that may result from the Project. Additionally, tables of special-status plant and animal species that have the potential to occur in the Project area shall be prepared.

Consultant shall review any existing biological resources studies for the Project area, including the TGPA/ZOU EIR. Consultant shall conduct a half-day reconnaissance level field visit to become familiar with the Project area, confirm information in existing biological studies, and ensure that indirect impacts are considered. Consultant shall drive on existing public roads within and adjacent to the Project area to assess overall conditions and will access any parcels that are available at that time for a reconnaissance level visit. No protocol-level special-status plant surveys, protocol-level special-status wildlife surveys, or delineations of waters of the U.S., including wetlands, are proposed under this scope of work.

Upon completion of the information review and field visit, Consultant shall prepare the Biological Resources section of the EIR. The environmental and regulatory settings shall include discussions of relevant regulations, and existing biological conditions in the study area. Relevant federal, state, and local regulations and agencies shall be described, including provisions of the federal and state Endangered Species Act, the federal Clean Water Act, and the permitting and regulatory authority of the California Department of Fish and Wildlife. The setting section shall describe existing conditions and characterize habitat for special-status species. Land cover types and sensitive biological resource figures shall be prepared using the best available base maps, as provided by County, or utilized from other readily available sources. The impacts and mitigation measures discussion shall include significance criteria and thresholds, assessments of the potential for impacts from the proposed land uses, mitigation measures, and cumulative impacts analyses. Impacts from implementation of the Project shall be assessed at a programmatic level.

Deliverables

- Draft Biological Resources Section in MS Word format

Task 4a. 3. Cultural Resources

Consultant shall complete a comprehensive review of existing information regarding cultural resources. Consultant shall request a records search of the Project area from the North Central Information Center of the California Historical Resources Information System. The records search shall consult the state's database of previously recorded cultural sites, as well as federal, state, and local inventories. As an additional means of obtaining information pertinent to existing resources and area sensitivity, Consultant shall also request a search of the Sacred Lands database from the Native American Heritage Commission (NAHC). Further, Consultant will procure current mailing lists from the NAHC of applicable Native American tribal organizations for purposes of mailing SB18 and Assembly Bill 52 consultation notifications. Consultant shall also assist County with consultation with Native American tribes who have formally requested consultation with

County, including but not limited to attendance at consultation meetings (where warranted) and review and formatting of any tribal-recommended mitigation measures for inclusion into the Project EIR, as appropriate.

Consultant shall conduct additional archival research as necessary, consulting primary sources and historic maps. This information shall provide the basis for defining known resources and sensitive areas and assessing impacts on cultural resources from the potential impacts from the Project.

If the Project or its components would potentially have a significant adverse effect on cultural resources, Consultant shall recommend mitigation measures, if mitigation is feasible

Deliverables

- Draft Cultural Resources Section in MS Word format

Task 4a. 4. Noise

The Noise Analyses shall assess noise and vibration impacts resulting from the Project. The Project includes rezoning one hundred eighteen (118) parcels currently designated as Open Space (OS) on the General Plan Land Use Map which would allow for construction of approximately eighty one (81) future residential units on undeveloped parcels within the Texas Hill Reservoir Takeline (one (1) unit per undeveloped parcel)). The analyses shall employ standard noise and vibration modeling techniques consistent with the requirements of County's Noise Element and Noise Ordinance to assess potential noise and vibration impacts.

Consultant shall address the following key issues related to noise and vibration:

- Exposure of existing noise-sensitive land uses to noise, and vibration associated with construction activity at the eighty-one (81) undeveloped parcels
- Exposure of existing noise sensitive land uses to Project-related changes in traffic noise
- Exposure of existing noise sensitive land uses to future operational heating, ventilation, and air conditioning (HVAC) noise from the eighty-one (81) parcels

Existing noise levels in the Project area shall be characterized based on available information from County's General Plan, and other sources as applicable. No field work shall be conducted for this analysis. Noise sensitive land uses and noise sources in the Project area shall be identified. In the regulatory setting, relevant portions of County's Noise Element and Noise Ordinance (and the noise and/or vibration standards of other agencies, if applicable) shall be described. CEQA significance thresholds shall be based on County's Noise Ordinance and other applicable noise standards, as appropriate.

Traffic noise shall be evaluated qualitatively, based on average daily traffic (ADT), vehicle mix (e.g., truck percentages) and speed information provided by the traffic Subconsultant, or based on default trip generation rates and traffic information utilized by the air quality and GHG analysis. Similarly, a qualitative assessment of HVAC noise effects shall be included based on available information from County, and based on generic HVAC noise data, as applicable.

Construction noise and vibration shall be evaluated using construction noise and vibration modeling methods recommended by the U.S. Department of Transportation and California Department of Transportation and Project construction information, which is assumed to be provided by the County in response to the data needs request. The significance of noise impacts shall be assessed based on predicted noise exposures and the defined CEQA significance thresholds. Where significant noise impacts are identified, mitigation to reduce impacts to a less than significant level (where feasible and reasonable) shall be identified. Noise mitigation shall be described at a level of detail appropriate for environmental review, and not at a design level of detail.

Deliverables:

- Draft Noise Analysis in MS Word format

Task 4a. 5. CEQA Transportation Impact Analysis

Traffic Subconsultant shall perform the following tasks to complete the Transportation Impact Analysis for the Project. The CEQA analysis shall address the following scenarios:

- Baseline
- Baseline plus project
- Cumulative no project conditions
- Cumulative plus project conditions

The scope of services also includes preparing traffic data to support the air quality, GHG, noise, and/or energy sections of the CEQA document. This includes developing the total vehicle miles of travel (VMT) generated by the project and average daily traffic ADT volumes for key roadway segments.

Task 4a. 5-1: Scope & Methodology Refinement

Subconsultant shall meet with Consultant and County to confirm the study approach and refine the scope of work, if necessary. This includes verifying the CEQA transportation impact analysis methodology and impact significance thresholds plus a scoping meeting with Caltrans to verify that the VMT and safety impact analysis approaches are consistent with their expectations. Subconsultant shall document the finalized approach by creating a track changes version of the scope of work, for review by Consultant and County to verify that there is a mutual understanding on the scope of work.

Task 4a. 5-2: Data Collection

Prior to starting their analysis, Subconsultant shall review the notice of preparation (NOP), project description and any final refinements to this description. The project description shall require a parcel map be provided to Subconsultant showing all affected parcels where new residential development may be allowed. This input is necessary for VMT impact screening. Any questions or issues relevant to the transportation impact study shall be shared with Consultant and County for resolution.

Subconsultant shall also obtain the following transportation data for use in the CEQA Transportation Impact Assessment:

- Most current daily traffic count data for up to ten (10) roadway segments to support the noise analysis (see Task 4a. 5-4)
- Most recent version of County travel demand model
- Existing and planned transit service information (including routing of fixed route service, schedules, and locations of transit stops/stations)
- Existing and planned bicycle and pedestrian facilities in the study area from County

Subconsultant has budgeted for up to two (2) teleconference calls to review the project data request, discuss and answer raised questions, verify the traffic data collection parameters, and ensure they have all the necessary project data for the VMT analysis.

Task 4a. 5-3: VMT Impact Screening

Subconsultant shall apply County's VMT impact screening web tool to determine if the Project is located in a low VMT generating zone. If it is determined the Project is located in a low VMT generating zone, it will qualify for VMT impact screening, and Subconsultant shall document the web tool findings. If the project is not screened out, then VMT forecasts shall be generated in Task 4a. 5-4 to evaluate the potential VMT effects of the Project for transportation, air quality, GHG, and energy consumption impacts.

Task 4a. 5-4: Project Travel Forecasts

Subconsultant shall forecast the vehicle travel demand effects of the proposed project using the latest version of County's travel demand model. The forecasts shall include VMT and daily traffic volumes for study roadway segments necessary to support the noise analysis (refer to Task 4a. 6 of the scope of work for additional traffic forecast details). VMT outputs shall be provided for baseline plus project conditions while daily traffic volume for the noise study segments will be forecast for baseline plus project, cumulative no project, and cumulative plus project conditions. The VMT outputs shall include home-based VMT per resident for transportation impact analysis and total VMT by speed bin for other impact topics. If desired, VMT by speed bin can also be produced for cumulative plus project conditions.

Task 4a. 5-5: Transit, Walk, Bike, and Safety Impacts

Subconsultant anticipates that impacts to transit and active transportation shall be based on whether the Project disrupts existing facilities or services for these modes or interferes with planned expansion of facilities or services. This impact assessment shall be conducted qualitatively by reviewing the project's proposed changes to the transportation network and whether these changes would significantly disrupt existing or impede the implementation of planned facilities in the study area. This technical approach shall be confirmed as part of Task 4a. 5-1. If impact significance criteria change, this task will be updated accordingly.

For safety impact analysis, Subconsultant shall evaluate the project's consistency with the design standards for any proposed modifications to the transportation network. Subconsultant shall also document the existing programs or plans that County and Caltrans use to monitor collisions and to identify potential collision risks in the immediate study area where project traffic will be concentrated. This approach should be revisited if Caltrans comments on the NOP regarding more comprehensive safety impact analysis consistent with their guidance - <https://dot.ca.gov/-/media/dot-media/programs/transportation-planning/documents/sb-743/2020-12-22-updated-interim-ldigr-safety-review-guidance-a11y.pdf>. If significant impacts are identified, Subconsultant shall coordinate with County to identify feasible mitigation measures to reduce impact severity.

Deliverables:

- Meeting minutes or summary following each meeting in MS Word format
- Draft CEQA Transportation Analysis in MS Word format

Task 4a. 6. El Dorado County Transportation Analysis

Per County Transportation Impact Study Guidelines (November 2014), a Transportation Analysis is required for projects that generate more than one hundred (100) daily trips or more than ten (10) peak hour trips. This scope of work presumes the proposed project could meet both these criteria. The Project is anticipated to include the conversion of the land use designations and zoning for about one hundred eighteen (118) parcels within the Placerville Community Region. Since the CEQA Transportation Impact Analysis will address VMT, transit, bicycle, pedestrian, and safety impacts, County's Transportation Analysis expectations will focus on the project's consistency with the County General Plan policies especially those related to LOS under Policy TC-Xd. Further, Subconsultant anticipates that the project would be designed to be consistent with all applicable County standards for site driveways and parking. Therefore, these topics are not included in this scope of work.

Task 4a. 6-1: Scope & Methodology Refinement

Subconsultant shall meet with Consultant and County to confirm the study approach and refine the scope of work, if necessary. This includes verifying the transportation analysis methodology and applicable General Plan policies. Subconsultant shall document the

finalized approach by creating a track changes version of the scope of work, for review by Consultant and County to verify that there is a mutual understanding on the scope of work.

Task 4a. 6-2: Study Area and Data Collection

This task involves delineating the study area based on the Project's a.m. and p.m. peak hour trip patterns as forecast by County's travel demand model. The model's output shall be used to create select zone bandwidth plots showing the travel routes and volumes of project trips under base and future year conditions. This information shall be used to determine the specific study intersections and roadway segments. For purposes of developing an initial budget for this scope of work, Subconsultant has anticipated that up to fifteen (15) intersections shall be identified for study. If the number of analysis locations is higher, then they will propose a modification to this scope of work and budget.

For the selected study locations, the following data will be collected.

- Intersection geometrics, traffic controls, and, if applicable, peak hour signal timings. Signal timing data shall be requested from the applicable agency (i.e., Caltrans, City of Placerville, or County)
- Intersection turning movement traffic counts for two (2) consecutive weekdays during a.m. peak period (6-9 a.m.) and p.m. peak period (3-6 p.m. or 4-7 p.m.) conditions. These counts shall include passenger vehicles, commercial vehicles, bicyclists, and pedestrians as well as queue length estimates for critical movements
- As an optional item, Street Light data can be used to estimate intersection and roadway segment volumes offering a full three hundred sixty five(365) day perspective

Task 4a. 6-3: Traffic Forecasts

The latest version of County travel demand model shall be used to generate daily, a.m. peak hour, and p.m. peak hour traffic volume forecasts for the study locations determined in Task 4a. 6-2 under the following analysis scenarios.

- Base year plus project
- Near-term (ten (10) years after existing) no project
- Near-term plus project
- Cumulative no project
- Cumulative plus project

The near-term forecasts shall be based on interpolation between the base year and cumulative horizon year.

Task 4a. 6-4: Traffic Operations Analysis

The selected intersections shall be analyzed using the latest versions of Synchro or Highway Capacity Software (HCS). This task is budgeted based on up to fifteen (15) study intersections and will be modified if Task 4a. 6-2 produces more analysis locations. Intersection analysis shall include a.m. and p.m. peak hours. Analysis scenarios shall include existing, existing plus project, near-term no project, near-term plus project, cumulative no project, and cumulative plus project conditions. The analysis results shall include LOS values and the related delay metric.

If the LOS analysis reveals potential deficiencies, improvements shall be proposed to achieve acceptable performance per the General Plan's LOS policy expectations. These improvements shall be reviewed with County staff prior to final documentation.

Task 4a. 6-5: Draft and Final Report

Subconsultant shall prepare a draft Transportation Analysis report to document the results from Tasks 4a. 6-1 through 4. 6-4. Up to eight (8) hours of staff time is budgeted to respond to one (1) set of written comments and produce a final report. The report shall contain the following sections. this outline differs slightly from the County Traffic Impact Study guidelines but is tailored to the essential topics for this study.

- Executive summary
- Project description
- Study area
- Analysis methodology
 - Scenarios
 - Time periods
- Traffic forecasts
- General plan expectations for traffic operations
- Analysis results
- Potential improvements (if required)
- Technical appendix

Task 4a. 6-6: Meetings

Subconsultant shall attend up to three (3) virtual meetings to review work related to the tasks above.

Deliverables

- Meeting minutes or summary following each meeting in MS Word format
- Draft and Final County Transportation Analysis in MS Word format

Task 4b. Project Description

Consultant shall draft a Project Description in collaboration with County staff. The Project Description shall include a clear statement of the objectives of the Project and shall be sufficiently detailed to inform agencies and the public about the Project. Consultant shall

provide County with a draft Project Description for review and comment. Consultant shall then prepare a final Project Description, incorporating any County comments, which shall be used in the Notice of Preparation (NOP).

Deliverables:

- Draft project description in MS Word format

Task 4c. Prepare Administrative Draft Focused EIR

Consultant shall prepare the Administrative Draft EIR in compliance with the requirements of CEQA, CEQA Guidelines, and County. To ensure efficiency and consistency, Consultant shall prepare templates for each of the sections of the EIR which shall be used when preparing the analyses. Prior to beginning work on the Administrative Draft EIR, Consultant shall hold an in-house start-up meeting with Project staff to describe the Project and the approach.

Consultant proposes the following format and scope for the Administrative Draft EIR. As with the Initial Study (IS), Consultant's analysis shall compare the land use changes represented by the Project to existing conditions (i.e., the baseline) when determining the potential for significant impacts. The existing General Plan shall not be used as the baseline for analysis.

Consultant shall edit and format the document (including the Draft Environmental Impact Report (DEIR) versions and the Final Environmental Impact Report (FEIR)) for consistency of content, clear and understandable language, and bibliographic integrity. In addition to copy editing and ensuring that all collateral materials are properly presented, Consultant shall perform quality assurance and quality control (QA/QC) functions to ensure that technical content is logical and comprehensible to the public.

Subconsultant shall prepare the transportation section of the Administrative Draft EIR. This section shall largely document the results of Tasks 4a. 5-1 through 4a. 5-6. Figures and tables shall be included to clearly communicate the analysis results. Subconsultant shall also compile a technical appendix that contains the data and calculations used to support the analysis. Subconsultant has budgeted up to four (4) hours to respond to one (1) set of comments from Consultant on the Administrative DEIR transportation section. This task presumes that Consultant shall review the transportation section for consistency with other technical sections in the Administrative DEIR and provide comments to address any consistency issues. Subconsultant shall submit an updated transportation section that addresses the comments for inclusion in the screen check DEIR.

Prepare Initial Study and NOP

Consultant shall prepare an IS analyzing the Project, using the checklist format in Appendix G of the CEQA Guidelines. The IS shall examine the potential for the Project to result in significant environmental impacts. The IS shall not undertake a detailed review of potential impacts, but rather is intended to identify the potentially significant impacts

that may arise from implementation of the Project. As required by CEQA, Consultant's analysis shall compare the land use changes represented by the Project to existing conditions (i.e., the baseline) when determining the potential for significant impacts. Consultant shall work with County to develop estimates of the level of development that may reasonably be expected to result from the Project. This reasonable build out shall constitute the Project's extent of impact for purposes of the analyses that shall follow.

As part of the IS, Consultant shall provide a written discussion of the findings (i.e., no impact, less-than-significant impact, less-than-significant impact with mitigation incorporated, and potentially significant impact) for each of the items on the checklist.

Consultant shall prepare the IS to support focusing the analysis in the EIR on significant issues, scoping non-significant issues out of the EIR, to the extent there are such issues.

Consultant shall draft a NOP for County review and approval. The NOP shall include a summary Project description, general location map, a preliminary list of potentially significant effects, and contact information. Consultant shall finalize the NOP after receipt of County's comments on the draft NOP. Consultant shall mail the required notice of the NOP's availability to affected agencies and interested persons, based on a mailing list provided by County. Consultant anticipates mailing up to four hundred (400) such notices. Concurrent with the release of the NOP, Consultant shall deliver a "notice of completion" and NOP electronically to the State Clearinghouse per current requirements for distribution to state agencies for a thirty (30) day review.

Attend Scoping Meeting

Consultant shall attend one (1) public scoping meeting for the EIR. Consultant shall assist County's staff in preparing for the meeting and answering questions from the attendees.

Executive Summary

The executive summary of the Administrative Draft EIR shall include a summary description of the Project and a list of impacts, mitigation measures, and impact significance in table form. There shall also be a table summarizing and comparing the alternatives discussed in the Administrative Draft EIR. The executive summary shall identify the impacts that were found to be less than significant, as well as a list of areas of known controversy.

Alternatives

Consultant shall draft a set of potentially feasible Project alternatives that meet most or all of the Project's objectives for use in preparing the EIR. Following review by County, Consultant shall screen the alternatives and identify the alternatives to be analyzed in the EIR. The alternatives chapter of the EIR shall describe in general the process of selecting the alternatives, including the reasons for rejecting any preliminary alternatives that were considered, but ultimately not examined in the EIR. Subconsultant shall evaluate up to three (3) project alternatives for inclusion in the Draft EIR, which is typical in the

preparation of transportation studies for EIRs. This would potentially include a trip generation evaluation of each alternative, comparing these trip generation estimates to the proposed project, and describing how each alternative compares to the proposed project based on these results.

Cumulative Impacts

A cumulative impact consists of significant effects that are the result of the combined effects of individual past, present, and probable future projects. A project's individual effect may be less-than-significant, while it still makes a considerable contribution to a significant cumulative effect. This chapter shall identify the significant cumulative impacts to which development under this Project might contribute (e.g., degradation of air quality, loss of agricultural land, impacts to biological resources). It shall then determine whether the mitigation measures in the Administrative Draft EIR or other mitigation programs to which development would contribute its fair share of mitigation would avoid the contribution. Finally, it shall determine whether the development under the updated General Plan will make a considerable contribution to a significant cumulative impact.

Consultant shall work with County to determine the background for the cumulative impact analysis. A cumulative impact analysis may be undertaken based on a list approach or a plan/projections approach. Consultant shall use the plan/projections approach whenever possible (e.g., air quality, GHG, traffic). Where a list approach is necessary, Consultant shall rely on County to provide a list of reasonably probable future projects for inclusion on the list.

Other CEQA

This chapter shall discuss the growth-inducing impacts of the project. These include aspects of the project that provide for additional development or that remove obstacles to development. This discussion will include those aspects of the project that could result in additional development. As required by CEQA Guidelines Section 15126, the EIR shall present information on the extent to which the project would result in an irreversible commitment of environmental resources.

Agencies and Persons Contacted, References and Literature Cited, and Report Preparers; Glossary

Consultant shall prepare these sections of the EIR to contain this information, as required by CEQA Guidelines Section 15129.

Document Review, Editing, and Production

Consultant shall implement several levels of Quality Control (QC) during the preparation of the environmental documentation.

Deliverables

- One (1) copy of the draft NOP in MS Word format
- One (1) PDF copy of the Final NOP for the State Clearinghouse, plus one (1) electronic copy in MS Word and one (1) copy in PDF for distribution and posting on County's website
- Notices mailed to up to four hundred (400) addresses
- Administrative Draft EIR in MS Word format and PDF
- Five (5) printed copies of the Administrative Draft EIR

Task 4d. Prepare Screencheck Draft Focused EIR

Administrative Draft EIR Review Meeting

Consultant anticipates receiving one (1) set of resolved County comments on the Administrative Draft EIR. Upon receiving the comments, Consultant shall meet with County staff to discuss the Administrative Draft EIR comments and necessary revisions.

Prepare Screencheck Draft EIR

Consultant shall incorporate the revisions resulting from County's review of the Administrative Draft and submit a Screencheck DEIR for County review before preparation of the public review DEIR.

Deliverables

- Meeting minutes or summary following each meeting in MS Word format
- One (1) copy of the Screencheck DEIR in PDF

Task 4e. Prepare Draft EIR and Notices of Completion and Availability

Prepare Draft EIR

Consultant shall make the final revisions to the Screencheck draft and prepare the DEIR for public release. Consultant anticipates that any additional revisions based on review of the Screencheck DEIR shall be minor. County will set the period that the DEIR will be available for review and comment.

Notices of Completion and Availability

Consultant shall draft a Notice of Availability for the DEIR, pursuant to CEQA Guidelines Section 15087. Consultant shall provide the Notice of Availability to County for use in advertising the availability of the DEIR for review and comment. Consultant shall draft a Notice of Completion based on the model notice in Appendix C of the CEQA Guidelines to accompany the submittal of the DEIR to the State Clearinghouse. Consultant shall mail copies of the Notice of Availability to local agencies and members

of the interested public. Local agencies shall be sent a copy of the DEIR in addition to the Notice of Availability. Consultant shall upload a PDF copy of the DEIR and a copy of the Notice of Completion to the State Clearinghouse for distribution to state responsible and trustee agencies (alternatively, County can upload to the State Clearinghouse if preferred).

Consultant anticipates that the County will provide a list of the local agencies and members of the public and interested groups/organizations to which notices are to be mailed. Consultant also anticipates County will be responsible for making one (1) or more of the notifications required under Section 15087(a) and posting of the Notice of Availability with the County's Recorder-Clerk's Office. This scope assumes that any copies of the DEIR provided to local agencies will be taken from the fifteen (15) printed copies.

Deliverables

- Fifteen (15) printed copies of the DEIR
- One (1) copy of the DEIR in web-ready PDF format
- One (1) PDF copy of the Executive Summary and one (1) PDF copy containing the DEIR for electronic submittal to the State Clearinghouse per current requirements
- One (1) Notice of Completion to accompany the State Clearinghouse submittal
- One (1) Notice of Availability for use in notifying responsible agencies and the public about the DEIR

Task 5. Respond to Comments and Prepare Final EIR

A FEIR must contain written responses to all comments received during the comment period that are pertinent to environmental issues and the adequacy of the EIR. Comments received after the comment period need not be responded to in the FEIR but must nonetheless be considered by decision-makers. Consultant shall collaborate with County staff to respond in writing to the comments received during the DEIR's review period. Consultant anticipates there will be a substantial level of comment on the DEIR. For purposes of this scope of work, Consultant has budgeted one hundred forty (140) technical staff hours for reviewing and drafting the administrative draft responses to comments for the FEIR. Subconsultant has budgeted up to eight (8) hours to respond to one (1) set of written comments on the transportation section of the DEIR.

Review Comments on the Draft EIR

Consultant anticipates County will supply a complete copy of all comments for which County expects responses to be prepared. This shall include written, verbal, and email comments received during the DEIR's review period. Consultant shall draft responses to the comments received during the DEIR review period relating to the Project's environmental impacts. While reviewing the comments, Consultant shall be watchful of

additional alternatives and mitigation measures that may be proposed by the public or public agencies. Consultant shall bring these alternatives and mitigation measures to the immediate attention of the County to discuss how to craft the responses.

Administrative Draft Response to Comments Meeting

After all comments have been received, and both County staff and Consultant have had time to review the comments, Consultant shall meet (or have a conference call) with County staff to discuss the comments received and to agree on the approach to responding to comments. Among the topics to be addressed in this meeting are:

- Topics appropriate for response using master responses
- Comments received on the Project and the approach to responding to those comments
- Issues requiring special attention by County staff, including County Counsel

In preparation for this meeting, Consultant shall review all the comments received and prepare a listing of all comments received and the topics addressed in those comments for use at the meeting and in preparing responses.

Prepare Administrative Draft Final EIR

If comments are received after the end of the public review period, Consultant shall discuss with County whether County would like Consultant to include in the FEIR written responses to those comments as well. If sufficient budget remains, Consultant shall prepare these responses under that budget; however, if the response would exceed the allocated hours, Consultant shall provide the County with a cost estimate and request a budget augmentation. If adequate budget is not available to move between tasks, then an amendment to this Agreement would be required. Consultant shall prepare an Administrative Draft final FEIR, including:

- Copies of the comment letters and e-mails received on the Draft EIR, marked to identify the individual comments within each letter or e-mail
- Written responses to the comments related to the EIR or environmental issues
- Revisions to the EIR text and/or tables and figures, as may be necessary based on the responses to comments
- The names of the commenters
- A list of the preparers of the FEIR

Consultant shall submit the Administrative Draft FEIR to County for review and comment. Consultant anticipates receiving one (1) set of resolved County comments on the Administrative Draft FEIR. Upon receiving the comments, Consultant shall meet with County staff to discuss the Administrative Draft FEIR comments and necessary revisions, if any.

Prepare Administrative Draft Mitigation Monitoring and Reporting Program

Consultant shall prepare the administrative draft Mitigation Monitoring and Reporting Program (MMRP) for review by County staff. The MMRP will ensure that the mitigation measures to be considered for adoption by the County shall be implemented as required under Section 21081.6 of the Public Resources Code. The following is a brief description of the process and the plan content. The MMRP will:

- Identify each impact of the Project that will be mitigated
- Contain a brief explanation of each mitigation measure that would apply to the impact
- Specify the agency or individual responsible for implementing and monitoring each mitigation measure
- Provide details of the monitoring program, if pertinent

Consultant shall coordinate with County during preparation of the administrative draft MMRP regarding the format and the responsibilities of County agencies.

Screencheck Final EIR and MMRP

Based on the County's comments, Consultant shall revise the Administrative Draft Final EIR and MMRP and submit to the County a Screencheck FEIR and MMRP for review and approval prior to printing of the FEIR and MMRP.

Final EIR and MMRP

Based on County's comments, Consultant shall make the final revisions to the Administrative Draft FEIR and MMRP. Consultant shall provide copies to County as specified below.

Deliverables

- Table of comments received, coded
- Meeting minutes or summary following each meeting in MS Word format
- Five (5) printed copies of the Administrative Draft FEIR; one (1) MS Word copy in electronic format
- Five (5) printed copies of the Administrative draft MMRP; one (1) MS Word copy in electronic format
- One (1) printed copy of the Screencheck FEIR and MMRP
- Fifty (50) printed copies of the FEIR and MMRP
- One (1) copy of the FEIR and MMRP in web-ready PDF format

Task 6. Prepare Draft Findings, Statement of Overriding Considerations, and Notice of Determination

Prior to approving the Project, County's Board must adopt findings of fact (Findings) describing the disposition of the significant effects identified in the FEIR. The Board must

also adopt a Statement of Overriding Considerations that explains the benefits of the Project that outweigh its significant, unavoidable impacts.

Prepare Draft Findings and Statement of Overriding Considerations

Consultant shall prepare draft Findings in a format approved by County staff for each impact identified in the FEIR, as required by State CEQA Guidelines Section 15091, and a Statement of Overriding Consideration for significant impacts found to be unavoidable, pursuant to State CEQA Guidelines Section 15093. Consultant shall work with County to ensure that the draft Findings and Statement of Overriding Considerations meets their preferences for form and content. Consultant shall provide an electronic copy of the draft Findings and Statement of Overriding Considerations to County no less than two (2) weeks after release of the responses to comments document. County will finalize the Findings and Statement of Overriding Considerations.

Assist the County in responding to any late comments

Although CEQA establishes a review period for receiving comments on a DEIR, it does not limit the submittal of comments to that period. As a result, County may continue to receive comments after the end of the period, and sufficiently late to preclude including responses in the FEIR. Consultant shall assist County in reviewing late comments and determining how to respond to those comments. Most agencies include the responses to late comments in the staff reports. Consultant anticipates that County will do the same.

Maintain administrative record

Consultant shall maintain its portion of the administrative record (i.e., references, correspondence, etc.) during the EIR process and provide all materials in electronic form to County upon request. Consultant anticipates the administrative record shall be needed prior to certification of the FEIR.

Prepare Notice of Determination

Consultant shall prepare a draft Notice of Determination (NOD) for County's review prior to the final County Board public hearing on the project. Consultant anticipates County will file the NOD with County's Recorder-Clerk's Office within five (5) days of the final decision on the Project and pay the requisite filing fees.

Deliverables

- One (1) copy of the Draft Findings and Statement of Overriding Considerations in MS Word format
- References/correspondence from the administrative record in PDF or MS Word format
- One (1) copy of the draft and final NOD in MS Word format

ICF Jones & Stokes Inc.

Exhibit B

Rate Sheet

Classification	Hourly Rate
Consulting Staff	
Project Director	\$245.00
Senior Tech Analyst	\$215.00
Senior Consultant I	\$160.00
Senior Consultant II	\$175.00
Senior Consultant III	\$185.00
Managing Consultant	\$215.00
Associate Consultant I	\$125.00
Associate Consultant II	\$145.00
Associate Consultant III	\$150.00
Production Staff	
Editor	\$120.00
Pub Spec	\$100.00
Invoicing	\$80.00

Other Direct Costs, Materials, and Outside Services: Other direct costs, materials, and outside services, including subconsultants shall be invoiced in accordance with ARTICLE III, Compensation for Services.

Rate Increases:

The rates listed above may be adjusted in accordance with ARTICLE III, Compensation for Services.

ICF Jones & Stokes Inc.

Exhibit C

Cost Estimate

Task 1	Project Management and Meetings	\$ 14,100.00
Task 2	Public Outreach	\$ 8,560.00
Task 3	Rezone & General Plan Amendment	\$ 7,470.00
Task 4	Prepare CEQA Focused EIR	\$125,870.00
Task 5	Respond to Comments and Prepare Final EIR	\$ 33,050.00
Task 6	Prepare Draft Findings, Statement of Overriding Considerations, and NOD	\$ 8,740.00
	Subtotal	\$197,790.00
	Other Direct Costs	\$1,320.00
	<u>Subconsultants:</u>	
	Fehr & Peers	\$148,770.00
	Total Cost Estimate	\$347,880.00

*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 Consultant's personnel, including subconsultant, and among the various Tasks identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract be exceeded.

ICF Jones & Stokes, Inc.
Exhibit D
California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the Officer(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the Officer(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

03/17/2023
Date

Robert F. Toth
Robert F. Toth (Mar 17, 2023 17:19 EDT)
Signature of authorized individual

ICF Jones & Stokes, Inc.
Type or write name of company

Robert F. Toth-Senior Vice President Contracts
Type or write name of authorized individual