



CALAVERAS COUNTY BOARD OF SUPERVISORS AGENDA SUBMITTAL

ITEM TITLE Adopt a Resolution to Approve a Professional Services Agreement between Calaveras County and Raney Planning & Management, Inc. for Consultant Services to Prepare Portions of the General Plan Update Document and to Prepare the General Plan Environmental Impact Report for an Amount not to Exceed \$299,960.00 and a Term to Expire December 31, 2013, Funded through the General Fund as Allocated to the Planning Department 2012-2013 Budget.		BOARD MEETING DATE November 13, 2012	AGENDA NUMBER <div style="text-align: center; font-size: 2em;">17</div>
Dept: Contact: Phone:	Planning Department Rebecca Willis 754-6394	Supervisory District Number All	Consent Regular <u> X </u>
Published Notice Required? Yes <u> </u> No <u> X </u> Public Hearing Required? Yes <u> </u> No <u> X </u>		Estimated Time: 60 minutes	
() Power Point Presentation			
(X) Resolution () Ordinance () Minute Order (X) Agreement			
() Budget Transfer (Must be signed by Auditor)			
() Other (specify) _____ General Fund _____			
Dept. Head 	Counsel 	CAO 	

RECOMMENDATION:

Staff recommends the Board adopt a resolution to approve a Professional Services Agreement (PSA) between Calaveras County and Raney Planning & Management Inc. for planning and environmental services associated with the General Plan Update for an amount not to exceed \$299,960.00 and a term to expire December 31, 2013.

DISCUSSION/SUMMARY:

The Board of Supervisors directed staff to complete the General Plan Update within twelve months. To assist in that effort the services of a consultant are needed to augment staff work on general plan policies and implementation programs and to prepare the necessary environmental documentation required for the General Plan Update.

The firm of Raney Planning & Management was previously under contract with the County to prepare the existing setting section of the General Plan Update Environmental Impact Report (EIR). The amount of that contract was \$50,000 and an administrative draft existing setting section is currently under review by staff and a preliminary review draft will be released shortly

R:\Contracts\11.13.12.Raney GP.EIR contract

for public review. The scope of the initial contract with Raney has been met and the consultant successfully completed the contracted work.

Additional planning services are needed to complete the General Plan Update including assistance with preparing the goals, policies and implementation programs for the text of the document and preparing the environmental impact report on the project (the general plan update). Raney Planning & Management has a proven track record with the County of producing documents within the defined budget that are relevant and readily usable for insertion into the general plan. The consultant will function as an augment to County staff and will be managed by and operate under the direction of the Planning Director.

The attached contract provides a detailed scope of work and timeline for completing the General Plan Update by the end of 2013.

FINANCING:

The Raney Planning & Management contract will be funded with monies from the General Fund allocated to the Planning Department for this effort as part of the final 2012-2013 budget hearing process. Funding for the proposed Agreement is not to exceed \$299,960.00.

ALTERNATIVES:

The Board could choose not to adopt the resolution to award the contract to Raney Planning & Management.

The Board could choose to direct staff to seek contract proposals from other qualified planning consultants and to bring those forth to the Board with recommendations.

The Board could choose to direct staff to complete the General Plan Update and EIR in-house

OTHER AGENCY INVOLVEMENT:

County Counsel and the County Administrative Office reviewed the attached Agreement.

BOARD OF SUPERVISORS, COUNTY OF CALAVERAS
STATE OF CALIFORNIA
November 13, 2012

**RESOLUTION
NO. 2012-__**

RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT BETWEEN CALAVERAS COUNTY AND RANEY PLANNING & MANAGEMENT, INC., FOR CONSULTANT SERVICES TO PREPARE PORTIONS OF THE GENERAL PLAN UPDATE TEXT AND TO PREPARE THE GENERAL PLAN ENVIRONMENTAL IMPACT REPORT FOR AN AMOUNT NOT TO EXCEED \$299,960.00 AND A TERM TO EXPIRE DECEMBER 31, 2013, FUNDED THROUGH THE GENERAL FUND AS ALLOCATED TO THE PLANNING DEPARTMENT 2012-2013 BUDGET.

WHEREAS, the County is authorized by Government Code Section 31000 to enter into an Agreement with persons specially trained, experienced, expert and competent to perform special services such as planning consultant services; and

WHEREAS, the County made the General Plan Update a high priority and directed the Planning Department to expedite completion of the General Plan Update; and

WHEREAS, the County acknowledges that Planning Department staff must augment its resources in order to meet the directive to expedite completion of the General Plan Update; and

WHEREAS, the Consultant demonstrated under a prior contract its ability to perform work tasks within a specified budget and produced work that was acceptable to the County and met the terms of its prior contract; and

WHEREAS, the Consultant further represents to the County that it has the necessary training, experience, expertise, and competency to provide the services, goods, and materials described in the Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions and by virtue of its past work with the County; and

WHEREAS, the Planning Department negotiated the attached Professional Services Agreement with Raney Planning & Management to provide planning consultant services associated with the General Plan Update and to prepare the General Plan Update Environmental Impact Report; and

WHEREAS, sufficient funds are identified within the Planning Department Budget, which is funded by the General Fund, for the negotiated consultant scope and fee.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, County of Calaveras, State of California, that the Chair of the Board of Supervisors is hereby authorized to execute the attached Professional Services Agreement with Raney Planning & Management, Inc. to provide planning and environmental consulting services for an amount not to exceed \$299,960.00.

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1 **ON A MOTION** by Supervisor _____ seconded by Supervisor _____, the
2 foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Calaveras,
3 State of California this _____ day of _____, 2012, by the following vote:

4 AYES:
5 NOES:
6 ABSENT:
7 ABSTAINED:

8 ATTEST:

Chair

9 _____
10 County Clerk and Ex-Officio Clerk
11 of the Board of Supervisors of the
12 County of Calaveras
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**PROFESSIONAL SERVICES AGREEMENT
FOR RANEY PLANNING & MANAGEMENT, INC.**

THIS AGREEMENT (Agreement) is made and entered into this ____ day of _____, 20__, by and between the County of Calaveras, a political subdivision of the State of California (County) and Raney Planning & Management, Inc. a California Corporation (Consultant).

WITNESSETH

WHEREAS, the County is authorized by Government Code Section 31000 to create Agreements as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to enter into Agreement with persons specially trained, experienced, expert and competent to perform special services such as prepare portions of the General Plan Update document and the General Plan Environmental Impact Report; and

WHEREAS, the County wishes to obtain a consultant to provide such services, and

WHEREAS, the Consultant has represented to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in the Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with the furthering of the goals of the County; and

WHEREAS, Consultant understands that the County is relying upon those representations in entering into this Agreement.

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

SECTION 1 BASIC SERVICES

- A. Consultant shall furnish and perform a variety of services as requested by and in a manner satisfactory to the County. The County Administrative Officer executes this agreement and the Planning Director is the Contract Manager (herein referred to as the "County Contract Manager"). Consultant services include, but are not limited to, preparation of portions of the General Plan Update document and the General Plan Update Environmental Impact Report, as more fully described in Exhibit A.
- B. The Consultant will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.
- C. In the event of any conflict between any provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from the Consultant for the County's benefit shall prevail.

- D. The County Contract Manager may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Section 2 of this Agreement. Modifications to the Agreement, as set forth above, must be signed by both parties.

SECTION 2 COMPENSATION AND REIMBURSEMENT OF EXPENSES

- A. For the services described in Section 1 above, and subject to the condition that the specified task has been completed in a manner satisfactory to the County Contract Manager, Consultant shall be compensated at the rates as set forth in Exhibit B provided, however, that the total amount of compensation to be paid Consultant for the services described in Section 1 shall not exceed two hundred ninety nine thousand, nine hundred nineteen dollars (\$299,960.00) as summarized in Exhibit B.
- B. The Consultant shall not be entitled to reimbursement for any expenses other than those described in Section 1 above and as identified in Exhibit B.

SECTION 3 METHOD OF PAYMENT

- A. Not more frequently than monthly, the Consultant shall submit an invoice detailing the services provided during the preceding month, including but not limited to the task, the amount of time spent for each task, percent complete for each task, and percent of budget spent by task as identified in Exhibit B. No task shall be billed to 100% until the product associated with that task has been received by the County. If requested by the County, the Consultant shall provide any further documentation to verify the compensation and reimbursement sought by the Consultant.
- B. Within fifteen (15) calendar days of the receipt of the Consultant's detailed invoice, the County Contract Manager shall either authorize payment or advise Consultant in writing of any concerns that the County Contract Manager has with the invoice or any need for further documentation.
- C. Within thirty (30) calendar days of authorization by the County Contract Manager for payment of an invoice, the County Auditor-Controller shall either authorize payment of the compensation sought and/or payment of the reimbursement of expenses sought or advises the Consultant in writing of any concerns that the County Auditor-Controller has with the request or any need for further documentation.

SECTION 4 REPORTS

The County shall provide the Consultant with all information pertinent to the services required of the Consultant by this Agreement which is requested by the Consultant and which is within the County's possession. No charges for these materials will be made.

SECTION 5 RECORDS RETENTION

- A. All records, documents, general correspondence, and electronic files relating to the project in possession of the Consultant shall be delivered to the County upon completion of the task.
- B. Consultant shall not be liable for any modifications to documents prepared by Consultant which are made without Consultant's advice after delivery of such documents to Owner, nor shall Consultant be liable for their use by Owner without Consultant's consent in projects other than the Project.

SECTION 6 DISPUTES

Before any dispute or controversy arising out of or relating to this project or this Agreement is taken to a court of law, the parties may engage in discussion to resolve the dispute through mediation or arbitration. The parties shall share equally all mediation or arbitration costs, excluding the parties' own attorneys fees. This Agreement and dispute resolution is governed by California Law. Only the party prevailing on all issues submitted, either to a court of law or arbitrator shall be entitled to reasonable attorneys fees.

SECTION 7 TERM AND TERMINATION

- A. The term of this Agreement shall commence from the date of execution of this Agreement. This Agreement may be extended upon mutual consent of both parties and at the discretion of the Planning Director.
- B. All deliverables and products of this Agreement shall be completed and submitted to the County Contract Manager in accordance with the schedule outlined in Exhibit A.
- C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) calendar days to cure the default. Such notice shall describe the default, and shall be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen (15) day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) calendar days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- D. Either party may terminate this Agreement for any reason at any time during its term, by giving fifteen (15) calendar days written notice to the other party.
- E. Upon termination of this Agreement or suspension of work by either County or Consultant, Consultant shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible and electronic copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Consultant shall

become the sole and exclusive property of Calaveras County subject to the terms and conditions of Section 5 Records Retention and Consultant shall be entitled to receive compensation for any work completed on such documents and other materials determined by the County Contract Manager to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Consultant such as sketches, copy, mock-ups and all preparatory work for which Consultant is not compensated by the County shall remain the sole and exclusive property of the Consultant.

SECTION 8 APPLICABLE LAWS

In the performance of the services required by this Agreement, Consultant shall take reasonable care to comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California.

SECTION 9 NON-DISCRIMINATION IN SERVICES AND BENEFITS

Consultant certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

SECTION 10 INDEMNIFICATION

- A. The Consultant shall indemnify and hold harmless County, its elected representatives, officers, agents, and employees from and against claims, demands, losses, defense costs (including reasonable attorney fees), expenses or liability of any kind or nature, for personal injury or property damage to the extent arising out of:
 - 1. Any negligent act, error or omission by Consultant, its officers, agents, or employees, in performing the services, responsibilities or duties required of County by this Agreement; or

2. Any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of County by this Agreement.
- B. County shall indemnify and hold harmless, Consultant, their representatives, officers, agents, and employees from and against claims, demands, losses, defense costs (including reasonable attorney fees), expenses or liability of any kind or nature, for personal injury or property damage to the extent arising out of:
1. Any negligent act, error or omission by County, its officers, agents, or employees, in performing services, responsibilities or duties required of County by this Agreement; or
 2. Any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of County by this Agreement.

Provided, however, that the County's indemnification obligations do not extend to or include any claims or other matters based in whole or in part upon any act or omission of the County in selecting, supervising or retaining Consultant, its officers, agents or employees.

In providing any defense under this Section, Consultant shall use counsel reasonably acceptable to the County.

SECTION 11 COUNTY'S RESPONSIBILITY

The County shall examine information submitted to the Consultant and shall promptly render decisions pertaining thereto on issues within County's responsibility.

SECTION 12 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, commercial general liability insurance, Workers' Compensation and Employers' Liability insurance as required by the State of California, and automobile liability insurance. The comprehensive general liability insurance shall include broad form property damage insurance.
1. The limits of such insurance shall be no less than \$1,000,000 per occurrence; \$2,000,000 in the aggregate for the commercial general liability insurance, \$1,000,000 for the Workers' Compensation/Employers' Liability insurance per accident for bodily injury or disease, and \$1,000,000 combined single limit for each accident for the automobile liability insurance.
 2. Said policies shall remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis.

3. The County, its elected representatives, officers, agents, employees and volunteers shall be named as additional insured on the commercial general and automobile liability insurance policies.
 4. Retentions must be declared to and are subject to the approval of the County Risk Manager.
 5. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice, return receipt requested, has been given to the County Contract Manager.
 6. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise approved by the County Risk Manager.
 7. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Consultant's liability insurance policy.
- B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the County Contract Manager with certificates of insurance reflecting coverage required by this Agreement. The certificates are to be signed by a person authorized by that insurer to bond coverage on its behalf. All certificates are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Consultant may use forms provided by the County Risk Manager or, as an alternative, may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.
- C. During the term of this Agreement, Consultant shall furnish the County Contract Manager with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

SECTION 1.3 WORKERS' COMPENSATION

Consultant shall provide Workers' Compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County Risk Manager in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATION

I am aware of the provisions of Paragraph 3700 of the Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Consultant affirmatively represents that he/she has the requisite legal authority to do so on behalf of Consultant, both the person executing this Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

Initials: _____

SECTION 14 REPRESENTATIVES; NOTICE

- A. Each party shall designate an officer, employee or other authorized representative to act on that party's behalf with respect to the work. This representative shall have the authority to approve changes in the scope of the work, provided that such are consistent with this Agreement, and shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner. Each party has the right to change its representative at any time; provided, however, that a party wishing to change its designated representative shall endeavor to notify the other party in writing not less than ten (10) days before making any such change. At the time this Agreement is executed, the parties' designated representatives shall be as follows:

COUNTY: Rebecca Willis
Planning Director

CONSULTANT: Tim Raney and Cindy Gnos
Project Managers

- B. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Consultant at their respective address as follows:

CONSULTANT: Raney Planning & Management, Inc.
1501 Sports Drive
Sacramento, CA 95834
Attention: Cindy Gnos, Vice President

COUNTY: Calaveras County
County Contract Manager
Attention: Rebecca Willis, Planning Director
891 Mountain Ranch Road
San Andreas, CA 95249

- C. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

TO CONSULTANT: Fax: (916) 419-6108 Contact No: (916) 372-6100

TO COUNTY: Fax: (209) 754-6540 Contact No: (209) 754-6394

Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

SECTION 15 CONFLICT OF INTEREST

- A. Consultant shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Section 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's obligations and responsibilities hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will take reasonable care to ensure that no person having any such interest shall be employed. This covenant shall remain in force until Consultant completes performance of the services required of it under this Agreement.
- C. Consultant agrees that if any fact comes to its attention, which raises any question as to the applicability of any conflict of interest law or regulation, Consultant will immediately inform the County and provide all information needed for resolution of the question.

SECTION 16 COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 17 ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Consultant under this Agreement are not assignable in whole or in part. In addition, except as specified in Exhibit A, Consultant shall not subcontract any portion of the services required of Consultant by this Agreement without the express written consent of the County Contract Manager. If any portion of the services required of Consultant is subcontracted, the sub consultant(s) shall maintain the same insurance as required of Consultant by this Agreement and Consultant shall be fully responsible to the County for all work undertaken by sub consultant(s).

SECTION 18 STATUS OF CONSULTANT

- A. It is understood and agreed by all the parties hereto that Consultant is an independent Consultant and that no relationship of employer-employee exists between the County and Consultant. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of the County. Consultant hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- B. It is further understood and agreed by all the parties hereto that (1) except as specifically authorized by this Agreement, neither Consultant nor Consultant's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent; and (2) neither Consultant nor Consultant's assigned personnel shall have any right to bind the County to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that Consultant must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Consultant's assigned personnel.
- D. There are no third party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce its terms.

SECTION 19 AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Consultant.

SECTION 20 WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

SECTION 21 AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Consultant and to bind Consultant to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

SECTION 22 PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

SECTION 23 ADDITIONAL PROVISIONS

- A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Consultant to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.
- B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Consultant only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other person (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any legitimate claim of entitlement with the meaning and rights that phrase has been given by case law.

SECTION 24 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the County and Consultant and supersedes all prior negotiations, representations, or Agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

CONSULTANT NAME/COMPANY

Tim Raney
Raney Planning & Management, Inc.

Tim Raney (Print)

President

ATTEST:

COUNTY OF CALAVERAS

County Clerk and Ex-Officio Clerk
to the Board of Supervisors
County of Calaveras, California

Chair, Board of Supervisors

Approved As To Form:

County Counsel

Date_____

By_____

EXHIBIT A.
SCOPE OF WORK AND
SCHEDULE

PROPOSAL TO PREPARE A GENERAL PLAN UPDATE AND EIR

Calaveras County General Plan Update

October 25, 2012

Submitted to:

Rebecca Willis
Planning Director
891 Mountain Ranch Road
San Andreas, CA 95249
rlwillis@co.calaveras.ca.us

Submitted by:

Raney Planning & Management, Inc.
1501 Sports Drive
Sacramento, CA 95834
Office: (916) 372-6100
Fax: (916) 419-6108
cindygnos@raneymanagement.com

Contacts:

Tim Raney, AICP
President

Cindy Gnos, AICP
Vice President



Technical Scope of Services

Raney has prepared the following scope of services for providing in-house support planning services as an extension of Calaveras County Staff for the completion of the 2035 General Plan and preparation of the General Plan EIR. This scope of services identifies each task in the preparation of the necessary documents and includes an objective, approach, and work product associated with each task.

TASK 1: PREPARE ADMINISTRATIVE DRAFT GENERAL PLAN

Objective

The objective of this task is to prepare an administrative draft General Plan under the direction of and for review by County staff.

Approach

Raney will review the previous Baseline Report and the Administrative Draft General Plan Elements document. Raney will create a new Administrative Draft General Plan which is based upon the Amador County format. The previous Baseline Report will not be updated to become a stand-alone document supporting the General Plan. Raney, under separate contract, reviewed the Baseline Report and prior public comments on the report. In consultation with staff, portions of the information from the Baseline Report along with updated information from other sources were used to draft the Environmental Impact Report (EIR) existing setting sections.

The new Administrative Draft General Plan will contain the basic elements required by State law and will eliminate areas of controversy as much as possible. Additional elements that had been included in the previous draft will be identified as potential future elements with a description of the future process identified in the Implementation section of the General Plan. The goal is to acknowledge the efforts of others on these elements and note that the time was not wasted. The elements to be included in the General Plan include:

- Land Use
- Agriculture, Forestry, Minerals (will contain some required components of Conservation and Land Use Elements)
- Circulation
- Conservation
- Open Space
- Safety Element
- Noise Element
- Housing Element (adopted separately June 22, 1010)

A section of the General Plan will also be devoted to Community Plans, both the adopted and the potential.

The General Plan land use will be based on revised population projections and land use map to be developed by the County. Raney will coordinate with staff and assist as needed to develop reasonable projections and a land use map. These numbers and map are a critical milestone in the preparation of a new Administrative Draft General Plan.

Raney has sub-contracted with Fehr & Peers for the preparation of the Circulation Element and the traffic study for use in the preparation of the EIR (see Appendix A for a complete scope). Fehr & Peers has recently completed the Regional Transportation Plan (RTP) for the Calaveras Council of Governments (CCOG). The information from the RTP will be used to the greatest extent in the preparation of the Circulation Element. The General Plan will incorporate the new state law requirement related to Complete Streets. In addition, consideration will be given to rural and mountain road policies.

For the Noise Element, Raney will sub-consult with j.c. brennan & associates to prepare noise information for both the Noise Element and the EIR (see Appendix B for a complete scope). The recently adopted Noise Ordinance will be reviewed as well as existing available noise data and information. Data will be updated as necessary and the analysis will consider existing and future noise levels for traffic, as well as stationary noise sources. j.c. brennan & associates will work with county staff to develop goal and policies that provide clear direction in applying noise level criteria and ensure that the policies meet the needs of the County.

For the biology discussion in the General Plan Conservation Element as well as the EIR, Raney will sub-consult with Monk & Associates (M&A) (see Appendix C for a complete scope). M&A will prepare draft General Plan goals and policies that will protect sensitive biological resources in Calaveras County. The General Plan policies will address oak woodlands as well as an approach for biological issues in the Copperopolis area. M&A will coordinate extensively with County planning staff to ensure that the policies balance protection of biological resources with anticipated growth in the County in an environmentally sensitive and responsible manner.

Other state laws that apply to General Plans will be incorporated into the Administrative Draft General Plan, including, but not limited to, Senate Bill 5 and the Central Valley Flood Protection Plan, as well as SB1241 related to Fire Hazard Planning. The preparation of the Administrative Draft General Plan will be an effort directed by County staff. Raney will provide support to staff and prepare the Administrative Draft General Plan at their direction. Raney will coordinate the technical sub-consultants and ensure all the elements are internally consistent.

Raney will incorporate the County's comments on the previous Administrative Draft General Plan, including the global approach to the wording of the goals and policies to eliminate the word shall. In addition, Raney will review the proposed policies to fit Calaveras County. Raney will submit an electronic copy of the Administrative Draft General Plan for County staff review.

TASK 1 PRODUCTS

- One (1) electronic copy of the revised Administrative Draft General Plan.

TASK 2: PREPARE PUBLIC REVIEW DRAFT GENERAL PLAN

Objective

The objective of this task is to revise the Administrative Draft General Plan and prepare the Public Review Draft General Plan.

Approach

After County staff has reviewed the Administrative Draft General Plan, Raney will attend one working meeting with the County staff as necessary to discuss County comments on the Administrative Draft EIR. Raney will also be available for conference calls, as needed, to discuss County edits.

Raney will respond to one consolidated set of County comments on the Administrative Draft General Plan and incorporate County comments in the form of a Public Review Draft General Plan. The Public Review Draft General Plan will be the basis for the project description and allow the start of the EIR preparation.

TASK 2 PRODUCTS

- One (1) meeting with County staff to review comments.
- Fifteen (15) hard copies and twenty-five (25) CD copies of the Public Review Draft General Plan.

TASK 3: PREPARE NOTICE OF PREPARATION

Objective

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

Approach

Raney will prepare an Administrative Draft NOP for the General Plan EIR for review by County staff. The NOP will be finalized based upon County comments. Consistent with the requirements of CEQA, the NOP will include a description of the proposed project, location map, and general environmental effects anticipated to be caused by the proposed project.

Raney will submit one digital copy of the finalized NOP to County staff. Raney assumes that the County will publish, post, and distribute the NOP; however, Raney will deliver of 15 copies of the NOP with a completed Notice of Completion to the State Clearinghouse.

During the 30-day NOP public review period, Raney will attend a public scoping workshop to solicit the public's input on the content of the EIR. Raney will work with Calaveras County staff to determine the anticipated format, schedule the meeting, and to confirm project objectives for the public scoping meeting. Raney will conduct the workshop and be available to assist the County in any way necessary. Raney has made the following assumptions regarding the format of the workshop; however, Raney will coordinate with County staff to identify the preferred approach. Raney assumes the public scoping meeting will be set up as a brief project overview presentation, in order for the community to gain an understanding of the project and make

comments based upon accurate knowledge of the project. The scoping meeting will emphasize the review process as well as the intent and requirements of CEQA. Following the presentation, the meeting will be devoted to public participation and comments. Written comment forms will be provided for this purpose, and these comments, along with verbal comments, will become part of the administrative record. This scoping can be an effective way to bring together and resolve the concerns of affected federal, state, and local agencies, as well as the local community.

At the conclusion of the NOP comment period, Raney will review the comments received. Raney will consult with the County to determine if the scope of services for the EIR needs to be amended based upon the comments received.

TASK 3 PRODUCTS

- One (1) electronic copy of the Administrative Draft NOP for County staff review.
- One (1) electronic copy of the Final NOP to the County for distribution.
- Fifteen (15) copies of NOP with completed Notice of Completion delivered to the State Clearinghouse.
- Facilitation and attendance at a public scoping meeting.
- Revised scope of services for the EIR, if needed, based upon NOP comments received.

TASK 4: PREPARE ADMINISTRATIVE DRAFT EIR

Objective

The objective of this task is to prepare an accurate, thorough, and complete Administrative Draft EIR for the Calaveras County 2035 General Plan.

Approach

Raney will prepare the Administrative Draft EIR as a programmatic EIR in accordance with CEQA. The Administrative Draft EIR will include all statutory sections required by CEQA Section 15120-15132, including an executive summary, introduction and project description (including project objectives), setting, assessment of environmental impacts, identification of required mitigation measures for each of the environmental issues, and a complete list of the authors responsible for the environmental analysis. The EIR will also conform to the Calaveras County's preferred format. Raney does not propose to prepare an Initial Study because the EIR will address all the topics required by CEQA and an Initial Study to focus the content is not necessary.

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

The Calaveras County 2035 General Plan EIR will include the following sections:

Task 4.1 Introduction, Executive Summary, and Project Description

The introduction will cite the provisions of CEQA. This section will identify the intended uses of the EIR, agencies that may rely upon the EIR, purpose of the EIR and statutory authority, summary of the scoping procedures, and a list of the NOP comment letters and concerns raised in the letters.

The EIR will also include a summary section to briefly describe in text the impacts and mitigation measures. A summary table will be included, consisting of a matrix of impacts and mitigation measures, with levels of significance of impacts before and after mitigation. The summary table will include all mitigation measures applicable to the proposed project.

Raney will rely on the Public Review Draft General Plan to prepare a summary of the characteristics of the proposed project. The Project Description will detail the project location, background, and history of the project as well as the following: intended uses; discretionary actions; characteristics; important project features; goals and objectives; phasing; agreements; and permits and approvals that are required for the project based on available information. The project description will also include a regional and project location map as well as General Plan land use map.

Task 4.2 Environmental Setting, Impacts, and Mitigation Measures

The environmental analysis for the proposed project will focus on the following areas:

- Aesthetics;
- Agriculture, Forestry, and Mineral Resources;
- Air Quality and Greenhouse Gas Emissions;
- Biological Resources;
- Cultural Resources;
- Geology and Soils;
- Hazards and Hazardous Materials;
- Hydrology and Water Quality;
- Land Use and Planning;
- Noise;
- Population and Housing;
- Public Services and Utilities; and
- Transportation.

Some refinement to these issues may be required based on the comments that will be received during the NOP scoping process.

Information will be drawn from the Baseline Report to the extent feasible and any other information pertinent to the project area. The baseline year of the existing setting will be 2012 or

the best available data. The noise discussion will be based upon information prepared by j.c. brennan & associates under contract with Raney. The traffic chapter will be based upon a traffic analysis prepared by Fehr & Peers. The biology discussion will be based on information prepared by Monk and Associates. Raney will prepare the necessary air quality and greenhouse gas analysis in-house based upon the Calaveras County Air Pollution Control District protocols. Information for public services and utilities will be based upon the County Municipal Service Review and contact with the service providers.

Consistent with CEQA and the requirements of Calaveras County, each environmental chapter will include an introduction, environmental setting, regulatory setting, standards of significance, method of analysis, identification of environmental impacts, the development of mitigation measures and monitoring strategies, and level of significance after mitigation. Because the project is a General Plan, the analysis will be at a program-level and focus on the cumulative build-out of the proposed General Plan.

Task 4.3 Statutorily Required Sections

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

Task 4.4 Alternatives to the Proposed Project

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

TASK 4 PRODUCTS

- One (1) electronic copy of the Administrative Draft EIR to Calaveras County staff.

TASK 5 PREPARE DRAFT EIR

Objective

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

Approach

After County staff has reviewed the Administrative Draft EIR, Raney will attend one working

meeting with the County staff as necessary to discuss County comments on the Administrative Draft EIR. Raney will also be available for conference calls, as needed, to discuss County edits.

Raney will respond to one consolidated set of County comments on the Administrative Draft EIR and incorporate County comments. Raney will prepare the document for the required 45-day public review period. Raney assumes the County will distribute the Draft EIR in accordance with CEQA requirements. Raney will prepare the Notice of Availability (NOA) of the Draft EIR for the County to publish and post in accordance with CEQA. Raney will prepare the Notice of Completion and deliver, along with 15 copies of the Draft EIR, to the State Clearinghouse.

Although a hearing on the Draft EIR is not required, Raney will attend one (1) public hearing during the 45-day public review period to receive comments on the Draft EIR, if requested by the County. Raney will assist the County as necessary with preparation of the appropriate noticing and staff reports. In addition, Raney will provide written comment forms to gather public comments at the hearing.

TASK 5 PRODUCTS

- One (1) meeting with County staff as necessary to discuss comments on the Administrative Draft EIR and conference calls, as needed.
- Fifteen (15) hard copies and twenty-five (25) CD copies of the Draft EIR, including Appendices.
- Notice of Availability preparation.
- Notice of Completion and fifteen (15) copies of Draft EIR Summary and fifteen (15) CD copies of the Draft EIR delivered to State Clearinghouse.
- Attendance at one (1) public hearing to record comments on the Draft EIR, if requested by the County.

TASK 6: PREPARE MITIGATION, MONITORING, & REPORTING PROGRAM (MMRP)

Objective

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

Approach

To comply with Public Resources Code Section 21081.6, Raney will prepare a summary Mitigation, Monitoring, and Reporting Plan (MMRP) for adoption by Calaveras County. The MMRP will be provided to the County with the Administrative Final EIR, thereby, allowing the County to provide comments, which would subsequently be incorporated into the MMRP to be included with the Final EIR.

TASK 6 PRODUCTS

- Mitigation Monitoring Plan to be submitted to the County as a component of the Administrative Final EIR.

TASK 7: PREPARE ADMINISTRATIVE FINAL EIR

Objective

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

Approach

After the public comment period for the Draft EIR has closed, Raney will meet with County staff to review all comments received and determine the appropriate written responses to the comments on the Draft EIR received during the public review period. These comments and responses will be compiled into an Administrative Final EIR, including MMRP, for review by Calaveras County. The EIR will include a list of persons, organizations, and agencies commenting on the EIR. Raney does not anticipate that these comments will raise new issues, or that new surveys or technical studies will be required to complete adequate responses. Further, Raney assumes that the amount and nature of comments can be addressed within the hours shown in the budget spreadsheet. Raney anticipates that the number of individual bracketed comments will not exceed a total of 150 comments. Should more time be needed to respond to additional comment letters, Raney will initiate discussions immediately with County staff to conduct this extra work. Should more time be needed to respond to additional comment letters, Raney will initiate discussions immediately with County staff to conduct this extra work. The Administrative Final EIR will consist of comments on the Draft EIR and responses to all comments on the Draft EIR. Changes in the Draft EIR text necessitated by the comments will also be provided and summarized on an errata sheet.

TASK 7 PRODUCTS

- One (1) meeting with County staff to review comments received and discuss approach.
- One (1) electronic copy of the Administrative Final EIR, including response to comments and MMRP.

TASK 8 PREPARE FINAL EIR

Objective

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

Approach

Raney will meet with Calaveras County staff and the project team to discuss revisions to the Administrative Final EIR. Upon receiving comments on the Administrative Final EIR, Raney will revise the Administrative Final EIR document, including revisions to the MMRP. Raney assumes that the County will distribute the Final EIR at least ten days prior to the EIR Certification Hearings. Raney will be available to assist the County as necessary, including preparation of all required noticing.

TASK 8 PRODUCTS

- One (1) meeting with County staff to discuss revisions to Administrative Final EIR
- Fifteen (15) hard copies and twenty-five (25) CD copies of the Final EIR to Calaveras County.

TASK 9: PREPARE FINDINGS OF FACT, STATEMENT OF OVERRIDING CONSIDERATIONS, AND NOTICE OF DETERMINATION

Objective

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

Approach

Raney will prepare the FOF/SOC pursuant to CEQA, and will incorporate information regarding the project's environmental impacts disclosed in the EIR. In addition, the FOF/SOC will provide the appropriate language to dismiss the project alternatives not selected. Raney will also provide proposed language on the overriding considerations, if necessary, which describes the benefits of the project that would outweigh any adverse environmental effects, if any. Raney anticipates submitting the FOF/SOC within one week of submittal of the Administrative Final EIR. Raney further anticipates that the County Counsel would review and provide feedback on the adequacy of the FOF/SOC.

TASK 9 PRODUCTS

- One (1) electronic copy of the draft FOF/SOC to County staff.

TASK 10 PUBLIC MEETING / HEARING ATTENDANCE

Objective

The objective of this task is to assist the County as needed during the preparation of the General Plan and General Plan EIR.

Approach

Raney will assist the County as needed throughout the preparation of the General Plan and processing of the EIR, including attendance at up to one (1) public scoping meeting, one (1) public meeting on the Draft EIR, if requested and four (4) public hearings. Raney will also attend meetings with staff as outlined in the earlier tasks. Raney will prepare any necessary noticing and materials prior to the meetings, attend the meetings, make presentations, and answer questions and respond to comments as needed. In addition Raney anticipates several meetings with County staff and continuous email and phone communications in order to maintain the project schedule.

TASK 10 PRODUCTS

- Attendance at one (1) public scoping meeting.
- Attendance one (1) public meeting on the Draft EIR, if requested.
- Attendance at up to four (4) public hearings.
- Regular in person, phone, and e-mail communication with County staff throughout the preparation of the General Plan and EIR.

TASK 11 PREPARE FINAL GENERAL PLAN*Objective*

The objective of this task is to incorporate comments received by Planning Commission and the Board of Supervisors to create the Calaveras County 2035 General Plan.

Approach

Based upon comments made by the Planning Commission during their hearing(s) to make recommendation to the Board of Supervisors, Raney will amend the Public Review Draft General Plan. This version of the General Plan will be forwarded as a recommendation to the Board of Supervisors. After the Board considers the General Plan, Raney will incorporate their comments to create the final Calaveras County 2035 General Plan.



TASK 11 PRODUCTS

- Ten (10) hard copies and ten (10) CD copies of the Planning Commission edits to the Public Review Draft General Plan.
- One (1) camera ready Calaveras County 2035 General Plan and one (1) CD copy.

Schedule

The attached tentative schedule is based on experience preparing similar documents. This schedule could be lengthened or shortened, depending on the needs of Calaveras County. Factors that could lengthen or shorten the schedule include dates of receipt of project information, length of document reviews and unanticipated issues arising from County staff or public review of the documents.

Tentative Schedule CALAVERAS COUNTY GENERAL PLAN AND EIR	
MILESTONES & CRITICAL PATH	DATE
Notice To Proceed	November 2012
Receipt of Land Use Map and Projections	November 2012
Submit Admin Draft General Plan to County for Review	February 2013
Receive Comments on Admin Draft General Plan	February 2013
Public Review Draft General Plan Released	March 2013
NOP Public Review Period (30 days)	March –April 2013
NOP Public Scoping Meeting	April 2013
Submit Administrative Draft EIR to County for Review	May 2013
Receipt of County Comments on Administrative Draft EIR	May 2013
Public Review Period of Draft EIR (45 Days)	June – July 2013
Planning Commission Hearing to Receive Comments on Draft EIR	July 2013
Submit Administrative Final EIR to County for Review	September 2013
Receipt of County Comments on Administrative Final EIR	September 2013
Public Review Period of Final EIR (10 Days)	October 2013
Planning Commission Hearing(s)	October 2013
Board of Supervisors Hearing(s)	November 2013



Appendix A:

Traffic Scope

ATTACHMENT A – SCOPE OF WORK & COST ESTIMATE

This scope of work has been developed assuming the use of as much of the recently completed work conducted for the Calaveras 2012 Regional Transportation Plan (RTP) update as possible.

We understand that while there has been work completed on the Circulation Element, a preferred land use plan has not been developed or adopted. Consequently, once developed, we will review the work completed to date to ensure internal consistency of the land use plan, circulation system, and policy of the General Plan.

Task 1 - Assemble Transportation Data

Fehr & Peers will assemble relevant transportation data from Calaveras County, City of Angels Camp, Caltrans, and other agencies as appropriate. Data assembled will include recent peak hour traffic counts on County roadways and Caltrans facilities, existing and planned roadway alignments and number of lanes, current and planned transit service, existing and planned non-motorized (bicycle and pedestrian) facilities, and other relevant studies and reports.

We will coordinate with County staff to determine the study roadway facilities before conducting the analysis. We anticipate that the study locations will be the same as the locations in the recently completed RTP update.

If major data gaps exist, we will coordinate with the County to determine an approach for filling the gaps in the existing data and have budgeted to conduct roadway segment counts (24-hour hose counts) on up to 15 roadway segments to supplement the analysis in the RTP and to close identified gaps.

Task 2 - Existing Conditions Evaluation

Based on the data collected in Task 1, Fehr & Peers will evaluate the existing transportation system including facilities and services related to the following:

- Local and regional roadways
- Transit
- Aviation
- Bicycle Facilities
- Rail

The performance of the County's roadway system will be documented for the roadway segments from Task 1. Consistent with the RTP update, the hybrid analysis method developed for use by Fehr & Peers for the RTP Update will be used for the Circulation Element analysis. This hybrid analysis method includes the 2010 HCM and High Plan. The analysis will evaluate PM peak hour directional traffic volumes, using volume-to-capacity (VC) thresholds based on *Highway Capacity Manual (HCM)*, 2010 methods. For each study roadway segment, we will report VC ratio and level of service (LOS). As budgeted, we anticipate that much of this effort will be repackaging the existing conditions documentation that Fehr & Peers recently completed for the update of the Calaveras 2012 RTP with possible additional study locations identified in Task 1 to fill in gaps in the RTP analysis.

We will document the results of our existing conditions evaluation in a technical memorandum.

Task 3 - Assist in Policy Development

Fehr & Peers will assist the project team in the development and review of policies for the proposed General Plan Update. This effort will need to carefully consider the inherent tradeoffs between the community values expressed in existing policies and the County's desire to respond to new requirements associated with climate change, complete streets, and other important policy areas (and implementation strategy) that need to be addressed related to rural foothill and mountain roadways.

The unique character of the County and preferences of its residents should be a deciding factor on how tradeoffs are addressed in new or modified policies. This task will involve the following three steps:

- Evaluate Existing Policy and recommend changes
- Evaluate potential circulation affects
- Prepare Circulation Map

Elements of this task, like the preparation of the circulation map, will be informed by the results of Tasks 4 through 6 below. Up to 30 staff hours have been budgeted for policy development, review, and coordination.

We will document our review and suggestions relating to the draft circulation policies in a technical memorandum.

Task 4 - Assist with Preferred Land Use Development for Analysis

Fehr & Peers will assist County staff in developing traffic model land use inputs for the preferred land use plan analysis.

The Calaveras County travel demand forecasting (TDF) model requires that land uses be allocated into specific categories and in a specific format. We will provide County staff with the TDF model land use input categories and the traffic analysis zone (TAZ) shapefile. In addition, we will assist County staff with mapping the General Plan land uses into the TDF model land use categories.

We will also provide high-level reasonableness checks of the land use inputs including employment ratios typical of similar areas in northern California and an explanation of how the land use assumptions will affect local and regional travel.

Task 5 - Preferred Land Use Alternative Evaluation

Fehr & Peers will develop project level traffic volume forecasts for the roadway segments analyzed from Task 1 for the preferred land use alternative, under existing and cumulative conditions. We will analyze roadway segment traffic operations using the methodology outlined in Task 2. We will determine appropriate roadway classification and number of lanes for each study segment based on the traffic volume forecasts, roadway capacities, and transportation policies identified in Task 3.

The analysis will also include the development of countywide VT and VMT for daily conditions. We will provide this information to the air quality consultant for use in developing the GHG analysis in the format necessary for direct import into the California Air Resources Board emissions factors (EMFAC) model.

We will create GIS-based graphics summarizing the required roadway system to support the preferred land use alternative. We have budgeted to conduct up to two iterations (or model runs) of the preferred project to ensure that roadway sizes are identified in balance with goals and policies identified in Task 3 and funding constraints identified in the RTP.

Task 6 - Circulation Element Update

Fehr & Peers will review, revise, and update the Administrative Review Draft of the Circulation Element (December 2, 2010) based on the outcomes from Tasks 1 through 5. As appropriate, we will prepare text, tables, and figures in preparation of the Draft Circulation Element. We will begin preparation of the Draft Circulation Element after receiving a consolidated set of comments from the County on the Administrative Review Draft of the Circulation Element.

Task 7 - Impact Analysis and EIR Input

Based on the analysis from Tasks 1 through 5, Fehr & Peers will prepare the transportation section of the General Plan EIR. This effort will identify impacts associated with the General Plan for the roadway, transit, bicycle, pedestrian, aviation, rail, and goods movement of the transportation system. No new analysis is anticipated for this task, only preparation of necessary supporting text. As part of this task, we will develop significance criteria in coordination with the project team to accurately portray the unique impacts associated with a General Plan update. As part of the EIR transportation analysis, we will qualitatively evaluate up to two alternatives. Up to 8 hours have been budgeted for the alternatives evaluation.

Fehr & Peers has budgeted 80 staff hours to develop the transportation section of the Administrative Draft EIR, respond to comments on the Administrative Draft section and to prepare the Draft EIR section. We have budgeted 16 hours of staff time to respond to one set of comment on the Draft EIR section and to prepare the Final EIR.


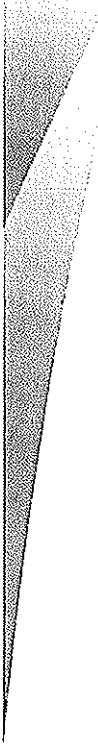
Task 8 - Meetings

Fehr & Peers has budgeted 30 hours of staff time for meeting attendance, about five meetings, as part of this project. These meetings could include project team meetings, public workshops, or public meetings. Our cost estimate assumes that all meetings will occur in Calaveras County. Additional meetings will be attended on a time-and-materials based on our current billing rate schedule.

ATTACHMENT B – COST ESTIMATE

Our cost to complete Tasks 1 through 8 outlined above is presented below.

Task	Principal	Senior Associate	Engineer	Support	Total	
	\$250	\$210	\$120	\$100	Hours	Cost
1 - Assemble Transportation Data	0	2	8	2	12	\$1,580
2 -Existing Conditions Evaluation	0	4	16	12	32	\$3,960
3 -Assist in Policy Development	4	8	16	4	32	\$5,000
4 -Assist with Preferred Land Use Development for Analysis	2	8	16		26	\$4,100
5 -Preferred Land Use Alternative Evaluation	2	28	42	12	84	\$12,620
6 -Circulation Element Update	2	20	36	20	78	\$11,020
7 -Impact Analysis and EIR Input	2	40	50	20	112	\$16,900
8 -Meetings	0	20	10	0	30	\$5,400
Subtotal					406	\$60,580
Roadway Segment Traffic Counts (15 Roadway Segment Counts)						\$2,600
Other Direct Costs (Communication, Reproduction, Travel, etc.)						\$2,420
Total						\$65,600



Appendix B:

Noise Scope



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October 24, 2012

Ms. Cindy Gnos
Raney Planning & Management
1501 Sports Drive
Sacramento, California 95834

Subject: Calaveras County General Plan Update and EIR – Noise Element

Dear Cindy:

Based upon our correspondence and discussions, j.c. brennan & associates, Inc. proposes the following general scope of services for the development of the Calaveras County General Plan Noise Element Update and accompanying EIR Noise Section. The overall intent is to utilize as much of the existing Baseline Report to describe the existing noise environment, and to provide a Stand-Alone Noise Element which will be a part of the General Plan Update. It is our vision that the Noise Element will be a tool for the planning staff to determine if a new project may be affected by a noise source, and to provide guidance and criteria for evaluating new projects.

Noise Element Scope of Work:

1. **Noise Environment** – j.c. brennan & associates, Inc. will prepare a Setting section of the Noise Element, which will detail the following information:

Noise Criteria

Identify the existing noise level standards contained in the existing General Plan Noise Element.

Existing & Future Noise Environment

Quantify the existing and future noise environment within the General Plan Area through previous noise measurements conducted for the Baseline Report, and any other recent projects, and through application of accepted noise prediction methodologies. The following noise sources will be evaluated:

- **Existing Traffic Noise:** Existing noise levels due to major roadways within the County will be evaluated. j.c. brennan & associates, Inc. uses the FHWA model for

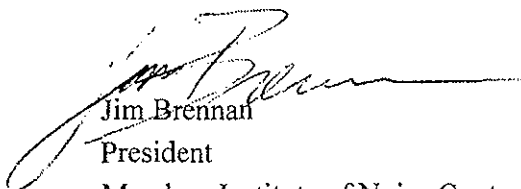
the prediction of traffic noise levels. Direct inputs to the traffic model will include traffic data provided by the County or the project traffic consultant, existing posted speed limits, truck count information, and 24-hour traffic split data collected by j.c. brennan & associates, Inc. Particular attention will be given to truck traffic along selected roadway segments. j.c. brennan & associates, Inc. will work with the County GIS staff to obtain base maps for plotting existing traffic noise contours. In addition, an appendix will be provided which lists distances to noise contours for individual roadway segments.

- ▶ **Future Traffic Noise:** Future noise levels due to major roadways within the County will be evaluated. j.c. brennan & associates, Inc. uses the FHWA model for the prediction of traffic noise levels. Direct inputs to the traffic model will include traffic data provided by the County or the project traffic consultant, existing posted speed limits, truck count information, and 24-hour traffic split data collected by j.c. brennan & associates, Inc. j.c. brennan & associates, Inc. will plot future traffic noise contours on base maps provided by the County. In addition, an appendix will be provided which lists distances to noise contours for individual roadway segments.
- ▶ **Stationary Noise Sources:** Industrial, Mining, Manufacturing and various stationary noise source facilities within the County will be identified. j.c. brennan & associates, Inc. will identify the stationary noise source locations, as well as determining potential noise sources associated with each of the facilities, and generalized setbacks which should be used for determining the potential for new projects to be affected by these facilities. j.c. brennan & associates, Inc. will provide graphics identifying the locations of these facilities.
- ▶ **Railroad Operations:** It is not expected that railroad activities will be a major noise source within the County.
- ▶ **Community Noise Survey:** The California Office of Planning & Research requires that ambient noise measurements are utilized to discuss existing background noise levels within the jurisdictions. j.c. brennan & associates, Inc. will utilize previous noise level measurements conducted within the County to assess existing background noise levels.
- ▶ **Airport Noise Sources:** j.c. brennan & associates, Inc. will identify the existing and future noise levels and noise contours associated with the Maury Rasmussen Field. The noise levels and contours will be displayed and will rely upon information contained within the County Airport Land Use Compatibility Plan or other more recent noise contour information, as directed by the County.

2. **Preparation of Goals & Policies Document:** j.c. brennan & associates, Inc. will prepare a Goals & Policies Document which will include land use compatibility criteria. It is intended that separate criteria will be developed for transportation-related noise sources such as roadway traffic, railroads and aircraft operations, and for stationary noise sources such as industrial operations, agricultural operations, commercial facilities and public works projects, etc. Policies and criteria will be developed which provide the County staff clear direction, while providing flexibility in applying noise level criteria. j.c. brennan & associates, Inc. will work closely with the County during this process to ensure that the noise policies meet the needs of the County.
3. **Preparation of Administrative Draft EIR Noise Section:** j.c. brennan & associates, Inc. will prepare a draft noise section for the EIR. The EIR will utilize the existing and future noise levels which will be contained in the Noise Element. It is anticipated that the policies and criteria will be the primary mitigation measures for any identified noise impacts. We do not propose to conduct future noise contour modeling for the Airfield. We can analyze future noise levels associated with the Airfield under a separate contract, if needed.
4. **Development of Final EIR Noise Section/Response to Comments:** j.c. brennan & associates, Inc. will provide responses to comments for up to 2-hours of time. This task will include assisting with changes for inclusion in the Final EIR.
5. **Meetings:** j.c. brennan & associates, Inc. will meet with the County staff to discuss the pros and cons of the exiting Noise Element, and to identify existing stationary noise sources throughout the County.

If you have any questions, please contact me at (530) 823-0960 or jbrennan@jcbrennassoc.com

Respectfully submitted,
j.c. brennan & associates, Inc.



Jim Brennan
President

Member: Institute of Noise Control Engineering

Project Budget – Calaveras County General Plan Noise Element and EIR

Task 1 – Noise Environment

- ▶ Plotting existing and future traffic noise contours and setup of autocad base maps and files (32 hours @ \$100/hour)
- ▶ Evaluation of other noise sources and discussion of the Noise Environment (16 hours @ \$130/hour)
- ▶ Write report (8 hours @ \$130/hour)
- ▶ **Total cost: \$6,320**

Task 2 - Preparation of Goals & Policies Document

- ▶ Goals & Preparation: (16 hours @ \$130/hour)
- ▶ **Total cost: \$2,080**

Task 3 – Administrative Draft EIR Noise Section

- ▶ Preparation of document (20 hours @ \$130/hour)
- ▶ **Total cost: \$2,600**

Task 4 – Final EIR Noise Section

- ▶ Assist in development of the final EIR (4 hours @ \$130/hour)
- ▶ **Total cost: \$520**


Task 5 – Initial Meeting with County Staff

- ▶ Travel and meeting with staff (8 hours @ \$130/hour)
- ▶ Mileage (300 miles @ \$0.555/mile or IRS rate)
- ▶ **Total cost: \$1,206.50**

Administration

- ▶ (2 hours @ \$65/hour)
- ▶ **Total cost \$130**

Total Estimated Cost - \$12,856.50



Appendix C:

Biology Scope

MONK & ASSOCIATES
Environmental Consultants

October 24, 2012

Raney Planning & Management
1401 Halyard Drive, Suite 120
West Sacramento, California 95691

Attention: Cindy Gnos

**RE: General Plan Update: CEQA Level Biological Evaluation
Calaveras County, California**

Dear Ms. Gnos:

Monk & Associates, Inc. (M&A) is pleased to provide you with this cost proposal M&A is proposing to prepare draft General Plan Goal Policies that will protect sensitive biological resources in Calaveras County. In addition, M&A will prepare a biological resources section for incorporation into the updated General Plan Environmental Impact Report (EIR) being prepared for Calaveras County.

M&A will develop a biological resources section for incorporation into the General Plan Environmental Impact Report (EIR) being prepared for Calaveras County. M&A will develop generalized plant and wildlife community descriptions for Calaveras County. We also will present a general list of potential (generic) significant impacts that could occur to sensitive biological resources within the County under any development scenario. Similarly, M&A would develop a mitigation section prescribing programmatic level mitigation measures that include avoidance and minimization measures, and compensation measures that when implemented would best compensate for potential and significant impacts to biological resources. When possible mitigation measures would be prescribed that when implemented could reduce potential and significant adverse impacts to biological resources to a level considered less than significant pursuant to the CEQA. All impacts and mitigations prescribed for sensitive biological resources will be prepared in a General Plan format.

M&A's Biology Section will present discussions of pertinent regulatory issues, and laws that are germane to proposed development within Calaveras County. We would include laws and regulations enforced by the California Department of Fish and Game (CDFG), U.S. Fish and Wildlife Service (USFWS), U.S. Army Corps of Engineers (Corps), and the California Regional Water Quality Control Board (RWQCB). M&A's report would discuss available and necessary permits that must be acquired for proposed, defined development related activities within Calaveras County.

Below, M&A present the tasks and costs for preparation of the biological resources Section of the Updated General Plan EIR.

Task 1. Background Research

M&A would conduct background research to develop the DEIR. M&A would work with Planning Department staff reviewing current biological regulatory issues that are pending for proposed developments in Calaveras County today. While we would not be addressing project specific comments in any way, understanding the breadth of comments from applicants, resource agencies, and planning staff will identify the issues that should be, at a minimum, presented in the General Plan EIR.

M&A will also review the current version of the California Natural Diversity Data Base (Rare Find 3 Application) looking for records of special-status plant or animal species recorded in the County. Also, the California Native Plant Society's *Inventory of Rare and Endangered Vascular Plants of California* (Sixth Edition) will be checked for information concerning the potential occurrence of special-status plant species in Calaveras County. Hours necessary to complete this task are provided below:

Principal Biologist	2 hours @ \$156/hr.	\$ 312.00
Associate Biologist	16 hours @ \$135/hr.	\$ 2,160.00

Subtotal Cost of Task 1:	\$ 2,472.00
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Task 2. M&A will examine General Plan Goal Policies that will protect sensitive biological resources in Calaveras County and Will Amend these Goal Policies as Necessary.

M&A will prepare Policies that address the County's concerns for protection of Biological Resources. These policies must balance protection of biological resources with anticipated growth in the County in an environmentally sensitive and responsible manner. Policies that will be examined and presented include those that are found in the Administrative Draft Biological Resources Policies dated February 2011. It is likely other policies not yet identified will need to be developed in concert with County Planning staff as time and budget allow.

M&A recommends that Policies should be fully reviewed and co-developed with Calaveras County Planning Staff (i.e., with Planning Department staff). M&A will present draft policies and will address one round of revisions/edits from County Planning.

Principal Biologist	4 hours @ \$156/hr.	\$ 624.00
Associate Biologist	12 hours @ \$135/hr.	\$ 1,620.00

Subtotal Cost of Task 2:	\$ 2,244.00
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Task 3. Prepare Biological Resources Section - Administrative Draft CEQA Document**Task 3A. Plants, Animals, and Waters of the United States**

A generalized characterization of the County's plant and animal habitats will be prepared.

Principal Biologist	8 hours @ \$156/hr.	\$ 1,248.00
Associate Biologist	16 hours @ \$135/hr.	\$ 2,160.00

Subtotal Cost of Task 3A:	\$ 3,408.00
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Task 3B. Report Prep. - Evaluation of Potential Special-Status Species + Sensitive Habitats

From M&A's literature review, and the presence of special-status plant and animal species and/or their habitats within the County, M&A will discuss the County's biological resources at a programmatic level of review.

Principal Biologist	8 hours @ \$156/hr.	\$ 1,248.00
Associate Biologist	16 hours @ \$135/hr.	\$ 2,160.00

Subtotal Task 3B:	\$ 3,408.00
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Task 3C. Impacts Analysis

All foreseeable potential direct and indirect impacts to biological resources that could occur in the County from various development activities will be identified and discussed. In most instances, impacts will not be ascertainable from the level of study proposed herein. This will be a programmatic approach addressing impacts in the various settings/habitats in Calaveras County.

Principal Biologist	8 hours @ \$156/hr.	\$ 1,248.00
Associate Biologist	16 hours @ \$135/hr.	\$ 2,160.00

Subtotal Cost of Task 3C:	\$ 3,408.00
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Subtotal Cost of Task 3:	\$10,224.00
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Task 4. Prepare Graphics

M&A will prepare suitable graphics for inclusion in our report (for example vegetation map, a data base records graphic, etc.).

Graphics	24 hours @ \$125/hr.	\$ 3,000.00
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Subtotal Task 4:	\$ 3,000.00
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Task 5. Response to Biology Comments from the Circulated DEIR.

M&A cannot predict with any accuracy how much effort will be required to respond to comments from the circulated DEIR, but expect it will likely be a large effort. For now we will propose an interim budget, but may have to request an addendum contract amendment if the outpouring from the public or resource agencies is larger than can be handled with the budget proposed below.

Principal Biologist	8 hours @ \$156/hr.	\$ 1,248.00
Associate Biologist	16 hours @ \$135/hr.	\$ 2,160.00

Subtotal Cost of Task 5:	\$ 3,408.00
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Task 6. Coordination/Administration/Hearing Attendance/Agency Meetings

M&A is allotting time to coordinate preparation of the General Plan Biology Section with Raney Planning and Calaveras Planning staff. We are anticipating that one kick off meeting with the project team will be necessary. We are also allotting time to prepare detailed billing invoices and for other administrative duties (contracting, filing, etc.).

Principal Biologist	16 hours @ \$156/hr.	\$ 2,496.00
Associate Biologist	16 hours @ \$135/hr.	\$ 2,160.00
Office Manager	8 hours @ \$85/hr.	\$ 680.00

Subtotal Task 6:	\$ 5,336.00
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Subtotal Labor Costs:	\$26,684.00
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EXPENSES

Vehicle Mileage:	\$ 1,000.00
Communications, Report Reproduction Costs	\$ 500.00

Subtotal Expenses:	\$ 1,500.00
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Total Proposed Costs:	\$28,184.00
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CONDITIONS

- M&A request that Raney Planning allow M&A to respond to all biology related comments received in response to the circulated Draft Environmental Impact Report.

THE FOLLOWING TASKS ARE BEYOND THIS SCOPE OF WORK

- Any focused surveys for biological resources.
- M&A's Biology Section will not address any specific developments or Specific Plan Area within the County outside a normal generic approach to assessing and mitigating impacts in the County.
- Any resource agency environmental coordination or permitting tasks.
- An analysis of the extent of waters of the U.S. and State within the County.
- Any additional services requested by Calaveras County or you such as unscheduled meeting attendance , additional rounds of document review and modification outside of those meetings, rounds of review, and revision proposed herein, or as necessary to address any issues not specifically addressed within this proposal, shall be considered outside the scope of services presented herein. Any services completed outside the scope of services presented herein shall only be completed upon a specific written work order from Raney Planning and shall be billed on a time and materials basis in accordance with M&A's Schedule of Charges in effect at the time services are performed.
- The amount of effort required to respond to comments on the circulated CEQA Document (DEIR) cannot be anticipated with accuracy at this date. M&A has worked on Public Works projects in Calaveras County in past years and had great outpourings of comments from the public at large. *As such, M&A have only presented a preliminary budget for this task. Upon receipt of comments, M&A may have to revise our scope and cost to prepare responses to comments.*
- Should M&A identify the necessity of conducting biological studies that need to be completed to address potential impacts and/or environmental permitting requirements, upon request from the applicant, M&A could prepare a separate proposal to complete such work.

All work performed under this agreement will be on a **time and materials** basis in accordance to costs proposed herein. Task that are not completed or only partially completed will only be billed in accordance with actual work completed and/or material expenditures as required for the portion of work completed. You may terminate any and all work at any time, allowing M&A 48 hours of time to formally close the books on the job and process final billing. No unauthorized work would be completed without a formal request and approval from you.

The costs presented herein are a guideline. All task costs will be averaged to account for the complete products proposed herein. If selected tasks are approved and others not approved, M&A will have to revise individual task costs.

This proposal is good for 60 days.

General Plan Update: CEQA Level Biological Evaluation
Calaveras County, California

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M&A appreciates the opportunity to be able to assist you with this project. Please call Geoff Monk at (925) 947-4867 ext. 201 should you wish to discuss any aspect of the proposal.

Sincerely,



Chris Milliken
Office Manger

I/We agree to the terms of this Work Order. I also permit work to proceed in accordance with this Work Order. I agree to pay Monk & Associates, Inc., to perform the tasks proposed herein. Payment will be made to M&A Net 30 days from the invoice date(s).

Duly Authorized Approval Signature

Name (Please Print)

Title

Date

SCHEDULE OF CHARGES
October 2012

Hourly Rates

Biologists

Principal Biologist	Field Work	\$156/hour
Principal Biologist	Permitting/Liaison/Agency Negotiations	\$156/hour
Principal Biologist	Testimony/Public Hearings/Affidavits	\$250/hour in 4-hour increments.
Associate Biologist	Field/Office Work	\$135/hour
Associate Biologist	Testimony/Public Hearings/Affidavits	\$175/hour in 4-hour increments.
Senior Biologist	Field/Office Work	\$121/hour
Sr. Sr. Project Biologist	Field/Office Work	\$102/hour
Sr. Project Biologist	Field/Office Work	\$ 96/hour
Staff Biologist	Field/Office Work	\$ 85/hour
Biological Technicians	Field/Office Work	\$ 85/hour
Office Manager		\$ 85/hour
Graphics		\$125/hour
Sub-contracting Biologists	Field Work	\$ 85 to \$150/hour

- Any Biological Construction Monitoring in excess of 10 hours per day will be billed at 1.5 times the hourly rate.
- Any Biological Construction Monitoring performed on weekends will be billed at 1.5 times the hourly rate.

Other Expenses (Flat Rates)

Per Diem: \$200/day/per person (major metropolitan/Rural areas may be adjusted to hotel rate plus \$60/day)

Vehicles: Passenger vehicle: \$0.65/mile

Oversize Maps \$2.00/square foot.

Color Photographs (laser printed, \$2.00 per page).

Air fares: Cost plus 10 percent

Communications: Two percent of contract amount

Materials/Supplies/Permit & Fees Payments : Cost plus 15 percent

Equipment Rentals: GPS (sub-meter accuracy) \$150/day. Surveillance Cameras \$15/day each; rodent traps 0.20/day each; Burrowing owl eviction doors at \$2.00/day each; medium- size mammal traps \$5.00/day each. Spotlight charged at \$3.00/day. Other equipment priced on a job basis by approved proposal.

EXHIBIT B.
BUDGET

Cost Proposal

The cost for completion of the Calaveras County General Plan and programmatic EIR is \$299,960. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. This cost is based on estimates of time for each task based on experience preparing similar projects. Costs for each task will be billed on a not-to-exceed basis, following Raney standard billing rates as shown in the attached spreadsheet. It should be noted; however, as indicated below, that the included cost estimate for the preparation of the Final EIR is based upon the receipt of a reasonable number of comments on the Draft EIR, which this scope assumes is 150 individual comments. Should the comments be excessive or require additional technical analysis, Raney would negotiate with the County immediately to determine a reasonable cost for completion of the Final EIR. The following assumptions were used in the calculations:

- Raney will attend meetings with County staff and the project team, as well as public hearings as described in the scope of work. Raney assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet. Additional meetings and hearings are easily accommodated and will be billed on a time-and-materials basis, as directed.
- Raney costs are based on the assumption that the existing data and information for Calaveras County and the proposed project area is accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the documents have been assumed. Raney expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- Raney will provide to Calaveras County the number of copies of the documents as indicated in the technical scope of services. The cost estimate for copying is just an estimate and will be billed to the County at actual cost.
- Raney assumes that once a Notice to Proceed is issued, the preparation of the environmental documents would be a continuous process without excessive delays. Raney would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of the proposed project.
- Factors that would increase the scope of work and estimated costs outlined in the proposal include: attendance at additional public meetings; printing of additional copies of reports; analysis of additional issues above those discussed in this proposal or a more detailed level of analysis than described in this proposal; changes in the project requiring reanalysis or rewriting of report sections; collection of data required for the environmental documents beyond that described in this proposal; attendance at additional in-house meetings beyond those budgeted; and excessive comments on the environmental documents. Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

PROPOSED COST ESTIMATE						
CALAVERAS COUNTY GENERAL PLAN AND EIR						
		Tim Raney, AICP President	Cindy Gnos, AICP Vice President	Rod Stinson Division Manager	Associate	Cost Per Task
Task 1	Prepare Administrative Draft General Plan	2	6	4	12	\$ 2,900
a	Introduction		4		8	\$ 1,360
b	Land Use Element		10		14	\$ 2,860
c	Circulation Element		8	4	12	\$ 2,900
d	Conservation Element		8	4	22	\$ 3,800
e	Open Space Element		4		12	\$ 1,720
f	Safety Element		4		12	\$ 1,720
g	Noise Element		6		8	\$ 1,680
h	Community Plans		12		32	\$ 4,800
i	Administration and Implementation		4		16	\$ 2,080
Task 2	Prepare Public Review Draft General Plan	2	8	4	22	\$ 4,120
Task 3	Prepare Notice of Preparation		8	2	6	\$ 2,090
Task 4	Prepare Administrative Draft EIR	2	4	10	12	\$ 3,390
Task 4.1	Introduction, Summary and Project Description			4	12	\$ 1,620
Task 4.2	Environmental Setting, Impacts, and Mitigation					
a	Aesthetics		2	4	8	\$ 1,580
b	Agriculture, Forestry, and Mineral Resources		2	4	8	\$ 1,580
c	Air Quality and Greenhouse Gas Emissions		4	24	24	\$ 6,040
d	Biological Resources		2	7	10	\$ 2,165
e	Cultural Resources		1	2	8	\$ 1,150
f	Geology and Soils		1	4	8	\$ 1,420
g	Hazards and Hazardous Materials		1	4	8	\$ 1,420
h	Hydrology and Water Quality		1	4	10	\$ 1,600
i	Land Use and Planning		4	4	24	\$ 3,340
j	Noise		2	4	12	\$ 1,940
k	Population and Housing		4	4	10	\$ 2,080
l	Public Services and Utilities		2	8	12	\$ 2,480
m	Transportation		4	6	22	\$ 3,430
Task 4.3	Statutorily Required Sections		2	4	8	\$ 1,580
Task 4.4	Alternatives to the Proposed Project		6	8	22	\$ 4,020
Task 5	Prepare Draft EIR		6	6	12	\$ 2,850
Task 6	Prepare MMRP			4	6	\$ 1,080
Task 7	Prepare Administrative FEIR		12	14	170	\$ 19,110
Task 8	Prepare Final EIR	2	8	12	22	\$ 5,200
Task 9	Prepare FOF/SOC and NOD		2		12	\$ 1,400
Task 10	Meeting/Hearing Attendance	80	40			\$ 19,200
Task 11	Prepare Final General Plan	2	12	8	20	\$ 5,120
	Total Hours	90	204	167	636	
	Hourly Rate	\$ 160	\$ 160	\$ 135	\$ 90	
	Total General Plan and EIR Labor	\$ 14,400	\$ 32,640	\$ 22,545	\$ 57,240	\$ 126,825
Sub-Consultant/Expenses						
	Copying/Printing					\$ 4,000
	Misc (Travel/fax/phone)					\$ 1,000
	Sub-Consultant - Traffic					\$ 65,900
	Sub-Consultant - Noise					\$ 12,857
	Sub-Consultant - Biology					\$ 28,184
	10% administrative fee					\$ 11,194
	Contingency					\$ 50,000
	Total Budget					\$ 299,960

