

# MEMORANDUM

DEPARTMENT OF PUBLIC WORKS  
County of Placer

TO: BOARD OF SUPERVISORS

DATE: February 10, 2009

FROM: <sup>KG</sup> KEN GREHM / PETER KRAATZ

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT (PSA) NO. 73244  
AMENDMENT NO. 4 FOR THE KINGS BEACH COMMERCIAL CORE  
IMPROVEMENT PROJECT

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## ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to sign and approve, with County Counsel and Risk Management's review and approval of necessary bonds and insurance, PSA No. 73244 Amendment No. 4 with Jones and Stokes Associates, Inc., in the amount of \$71,000 and authorizing the Director of Public Works to approve and sign future amendments up to \$7,100.

The proposed work for Amendment No. 4 will include professional services in support of any litigation or anticipated litigation related to the Kings Beach Commercial Core Improvement project. Any additional scope of work under this task will be determined by the Director of Public Works in conjunction with the Office of County Counsel and evidenced in writing signed by the Director of Public Works.

## BACKGROUND / SUMMARY

Placer County, through coordination with Caltrans and the Tahoe Regional Planning Agency (TRPA), is proposing a project to construct pedestrian, bicycle, water quality, and other aesthetic improvements for the Kings Beach Commercial Core on Highway 28 (State Route 267 to Chipmunk Avenue).

On June 27, 2006, the Board of Supervisors approved PSA No. 73244 with Jones & Stokes Associates, Inc. (JSA) for \$230,323 and \$23,000 in contingency, to complete the environmental documentation for the proposed project. The environmental documents were prepared to meet applicable standards of the California Environmental Quality Act (CEQA), the Tahoe Regional Planning Agency (TRPA) Compact, and relevant provisions of the National Environmental Policy Act (NEPA).

On September 12, 2006, the Board of Supervisors approved Amendment No. 1 for \$34,822 and \$3,500 in contingency to complete an environmental site assessment along SR28 pursuant to Caltrans requirements to support the production of the Administrative Draft, the Public Draft, and the Final Draft environmental documents.

On June 12, 2007, the Board of Supervisors approved Amendment No. 2 for \$194,841 and \$20,000 in contingency for additional technical and administrative efforts associated with producing environmental documents for the project, including responses to public and agency comments on the final draft environmental document and production of the final environmental document.

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On November 25, 2008, the Board of Supervisors approved Amendment No. 3 for \$35,000 and \$3,500 in contingency for the preparation of additional response to comments based on a large volume of public comments regarding the environmental document. In addition, the consultant is asked to attend an extra public hearing and public workshop.

## **ENVIRONMENTAL**

The work under this agreement is exempt under CEQA Section 15306, Class 6 provisions pertaining to basic data collection and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. The project is subject to review under applicable provisions of CEQA, NEPA, and TRPA.

## **FISCAL IMPACT**

The current total project cost is estimated to be in excess of \$45,000,000. With this amendment, the total cost of this PSA with Jones & Stokes Associates, Inc., for completing environmental documentation tasks, is \$571,586. This amendment will be funded with Transient Occupancy Tax Revenues through the North Lake Tahoe Resort Association. Funding for this project effort is included in the 2008-09 Fiscal Year Budget.

### **Attachments:**

- Resolution
- Location Map
- Draft Contract Amendment

**Before the Board of Supervisors  
County of Placer, State of California**

In the matter of: A RESOLUTION APPROVING AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO SIGN AND APPROVE, WITH COUNTY COUNSEL AND RISK MANAGEMENT'S REVIEW AND APPROVAL OF NECESSARY BONDS AND INSURANCE, PSA NO. 73244, AMENDMENT NO. 4, WITH JONES & STOKES ASSOCIATES, INC., FOR THE KINGS BEACH COMMERCIAL CORE IMPROVEMENT PROJECT

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

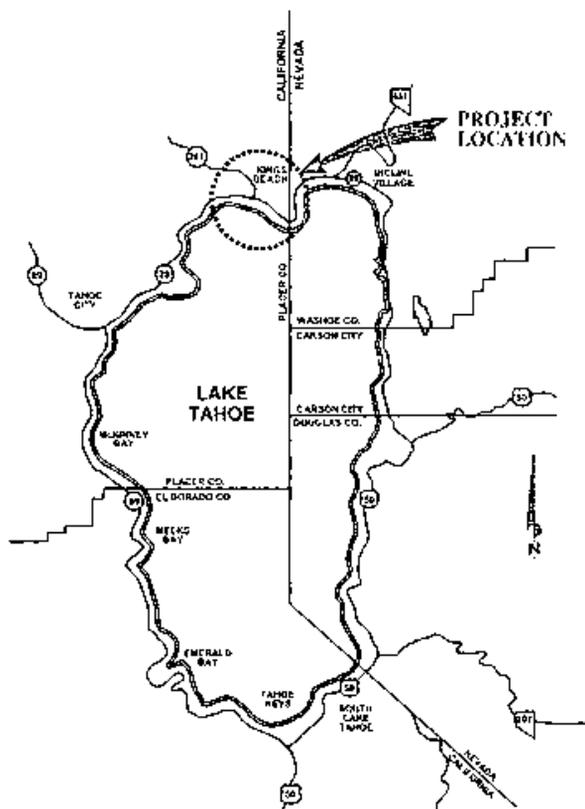
\_\_\_\_\_  
Chairman, Board Of Supervisors

Attest:  
Clerk of said Board

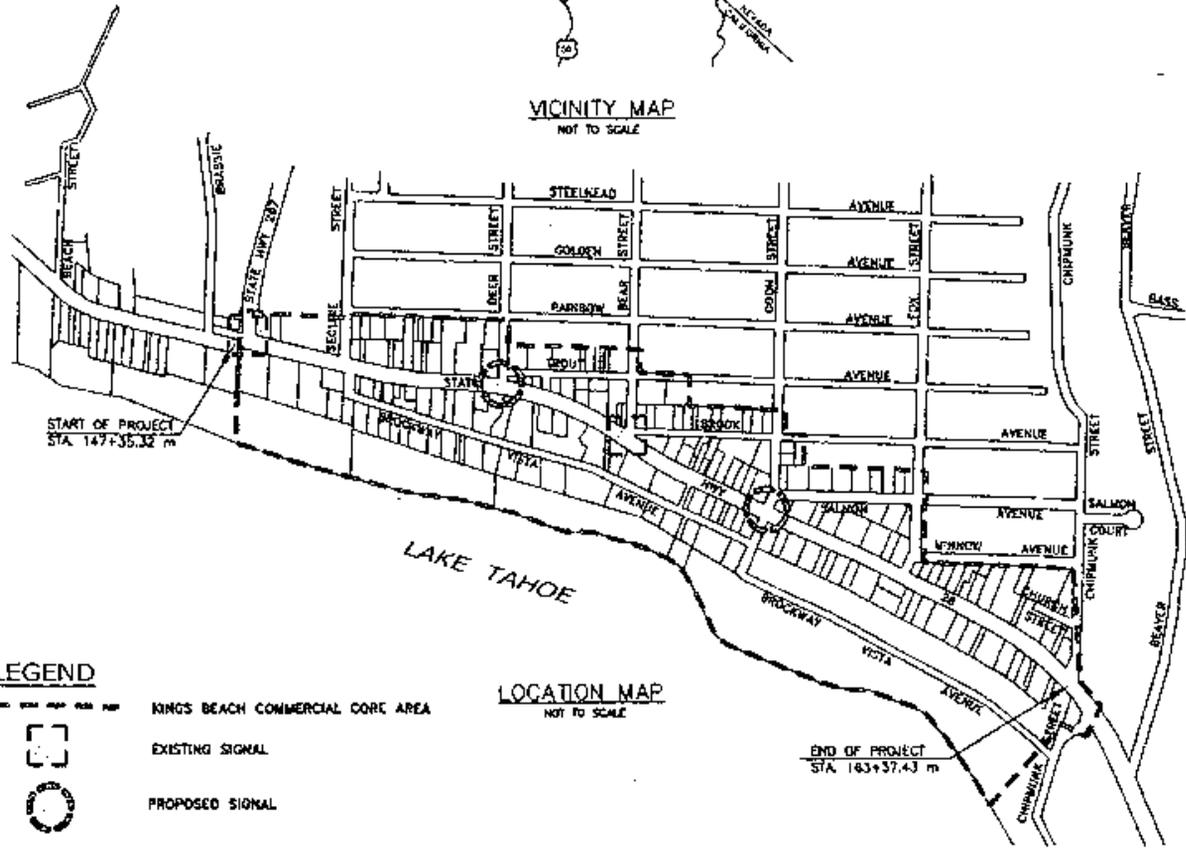
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BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board approves and authorizes the Director of Public Works to sign and approve, with County Counsel and Risk Management's review and approval of necessary bonds and insurance, PSA No. 73244, Amendment No. 4 with Jones & Stokes Associates, Inc., in the amount of \$71,000, and authorization to approve and sign future amendments up to \$7,100, to provide professional services in support of any litigation or anticipated litigation related to the Kings Beach Commercial Core project. Any additional scope of work under this task will be determined by the Director of Public Works in conjunction with the Office of County Counsel and evidenced in a writing signed by the Director of Public Works.

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# Exhibit B



VICINITY MAP  
NOT TO SCALE



**LEGEND**

- KINGS BEACH COMMERCIAL CORE AREA
- EXISTING SIGNAL
- PROPOSED SIGNAL

LOCATION MAP  
NOT TO SCALE

Exhibit B  
VICINITY AND LOCATION MAP

Professional Services Agreement  
Amendment No. 4

PSA Number: 73244  
Project Title: Kings Beach Commercial Core Improvement Project  
Description: Preliminary Engineering, Environmental Studies, and  
Environmental Documentation Preparation

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This PSA Amendment No. 4 ("Amendment") for additional professional services not to exceed \$71,000, is entered into by and between the County of Placer "COUNTY" and JONES & STOKES ASSOCIATES, INC., "CONSULTANT", this \_\_\_\_\_ day of \_\_\_\_\_, 2009 and affects Item 1, Basis of Agreement; Item 5, Time of Completion; Item 6, Amount of Payment; Exhibit A, Scope of Services; Exhibit C, Payment Schedule; and Exhibit D, Consultant Standard Charge Rates, of the original PSA No. 73244, dated June 27, 2006; Amendment No. 1, dated September 12, 2006; Amendment No. 2, dated June 12, 2006 and Amendment No. 3, dated November 25, 2008. The PSA is hereby amended as follows:

- A. Item 1, Basis of Agreement. This section shall be deleted and replaced in its entirety to read as follows:

CONSULTANT hereby agrees to provide professional services as an independent contractor to provide preliminary engineering, environmental studies, environmental documentation preparation, and related support services for the KINGS BEACH COMMERCIAL CORE IMPROVEMENT PROJECT as described in Exhibit A entitled Scope of Services attached hereto and by this reference incorporated herein. In exchange, COUNTY agrees to pay CONSULTANT as set forth in Item 6 below.

- B. Item 5, Time of Completion. This section shall be deleted and replaced in its entirety to read as follows:

CONSULTANT agrees to complete all tasks listed in the Scope of Services within 365 calendar days from the date that this PSA Amendment No. 3 is fully executed and signed. CONSULTANT shall prepare and follow a schedule, acceptable to the COUNTY, which will result in meeting the completion date with the exception of delays beyond the control of the CONSULTANT. CONSULTANT shall notify the COUNTY when this schedule is not met and the actions being taken to rectify this delay.

- C. Item 6, Amount of Payment. This section shall be deleted and replaced in its entirety to read as follows:

As full payment for all services as set forth in Exhibits A-4 and C-4 herein, the COUNTY shall pay actual costs based on the proposed budget of each Task as shown in Exhibit C-4 up to a total maximum sum of FIVE HUNDRED SEVENTY-ONE THOUSAND, FIVE HUNDRED EIGHTY-SIX DOLLARS (\$571,586) to the CONSULTANT as full payment for all services as set forth in Exhibits A-4 and C-4 attached hereto and by this reference incorporated herein.

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY as allowed under the PSA contingency set forth in Exhibit C-4 or through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

- B. Exhibit A-3, Scope of Services, shall be deleted and replaced in its entirety with amended Exhibit A-4, Scope of Services, attached to this amendment.
- C. Exhibit C-3, Payment Schedule, shall be removed and replaced in its entirety with amended Exhibit C-4, Payment Schedule, attached to this amendment.
- D. Exhibit D-3, Consultant Standard Charge Rates, shall be removed and replaced in its entirety with amended Exhibit D-4, Consultant Standard Charge Rates, attached to this amendment.

All other sections of this PSA, exhibits, and amendments remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO PROCEDURE

"COUNTY"  
COUNTY OF PLACER

By: \_\_\_\_\_  
Ken Grehm, Director  
Department of Public Works

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FUNDS

Award of Amendment No. 4, PSA No. 73244  
Authorized by the Board of Supervisors

By: \_\_\_\_\_  
Auditor, Placer County

on: \_\_\_\_\_

Date: \_\_\_\_\_

"CONSULTANT"  
JONES & STOKES ASSOCIATES, INC., a  
California corporation

APPROVED AS TO FORM

By: \_\_\_\_\_  
Officer Signature # 1  
(Signature Notarized)

By: \_\_\_\_\_  
County Counsel, Placer County

By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENTS:

- Exhibit A-4 - Scope of Services
- Exhibit B-4 - Location Map
- Exhibit C-4 - Payment Schedule
- Exhibit D-4 - Consultant Standard Charge Rate

By: \_\_\_\_\_  
Signature # 2  
(Signature Notarized)

By: \_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

"If Consultant is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Consultant is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

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EXHIBIT A-4

PLACER COUNTY  
DEPARTMENT OF PUBLIC WORKS

ENVIRONMENTAL DOCUMENTATION FOR THE  
KINGS BEACH COMMERCIAL CORE IMPROVEMENT PROJECT

SCOPE OF SERVICES

I. PROJECT BACKGROUND

The Kings Beach Commercial Core project area extends along that portion of State Highway 28 located between Chipmunk Street on the east and State Highway 267 on the west, in downtown Kings Beach, California. Kings Beach has historically been one of the primary commercial and recreational centers of the Tahoe Basin and is expected to continue in that role. Being one of the oldest communities in the basin, Kings Beach is a community in need of public infrastructure and rehabilitation in its commercial core area to bring existing facilities up to current standards. In 1996, in conjunction with the Tahoe Regional Planning Agency (TRPA), Placer County completed and adopted a Community Plan for the Kings Beach Commercial Core area. Elements of the proposed project are intended to address the following community planning needs:

- The need to improve traffic conditions and air quality: install intersection improvements; upgrade State Highway 28; develop bike trails and sidewalks; and construct parking lots.
- The need to improve scenic conditions: underground utilities; upgrade State Highway 28; and implement a sign plan.
- The need to improve water quality: make pedestrian and bicycle improvements along State Highway 28; and design and install area wide drainage system improvements.

II. PROJECT DESCRIPTION

Under this agreement, the Consultant shall provide professional services for environmental documentation preparation. Prior to project implementation, an environmental document that assesses impacts of the proposed project will be prepared. That document will need to comply with the California Environmental Quality Act (CEQA), provisions of the Tahoe Regional Planning Agency (TRPA), and the National Environmental Policy Act (NEPA). To date, it has been assumed that an Environmental Impact Report will be needed to demonstrate compliance with CEQA, while an Environmental Impact Statement (EIS) will be needed to demonstrate compliance with the TRPA Code of Ordinances.

This scope of work is based on the assumption that an Environmental Impact Report (EIR) will be prepared. It is further assumed that TRPA will require preparation of an EIS. The EIR/EIS will be prepared in accordance with the current State guidelines for implementing the California Environmental Quality Act (CEQA), Placer County's Environmental Review Ordinance, and guidelines established by TRPA for implementing its Code of Ordinances. The EIR/EIS will discuss the potential environmental effects of the proposed project in proportion to the severity and probability of occurrence. In

preparing the EIR/EIS, the project team will work closely with Placer County and other responsible agencies, boards, or concerned parties to ensure that the EIR/EIS accurately describes the project's impacts. In this regard, the EIR/EIS is intended to document the potential impacts of the project (both beneficial and adverse) and to prescribe any necessary mitigation measures in accordance with the CEQA guidelines.

### III. ITEMS OF WORK

The following work program addresses the technical and procedural tasks necessary to complete the EIR/EIS for the proposed project. Tasks required to complete this document are described in the appropriate sections below. The work program has been structured so that the burden of work is placed upon the project team, allowing County staff to serve in a lead review and supervisory capacity. Specific tasks proposed to be completed under this agreement are as follows:

#### Task 1. Revise Technical Reports

*(Revised per Amendment No. 1)*

*(Revised per Amendment No. 2)*

CONSULTANT will revise several of the technical reports based on comments received from Caltrans. They include the:

- Historical Property Survey Report,
- Archaeological Survey Report,
- Historical Resources Evaluation Report,
- Natural Environmental Study,
- 4(f) Analysis,
- Air Quality Report,
- Noise Report, and
- Community Impact Assessment,

CONSULTANT will revise all of these reports except for the Noise Report and the Historic Resources Evaluation Report. J.C. Brennan & Associates will revise the Noise Report under contract to CONSULTANT. Zeier & Associates will revise the Historical Resources Evaluation Report under contract to CONSULTANT.

CONSULTANT will revise the Visual Resources technical report under a separate contract between MACTEC and CONSULTANT. Consequently, this proposal does not include preparation of or revisions to the Visual Resources technical report.

#### A. Revise HPSR/ASR/HRER

CONSULTANT' cultural resources specialists will revise the Historic Property Survey Report (HPSR) and the Archaeological Survey Report (ASR). Those reports were originally prepared by MACTEC and have been submitted to Caltrans. CONSULTANT will revise the HPSR and ASR based on comments received from Caltrans.

A CONSULTANT archaeologist will conduct a site visit to record a historic logging feature noted in the ASR, but not recorded, and to confirm the location of the isolate potentially associated with CA-PLA-9. Though this resource appears to be outside the APE, the potential for impacts to it should be confirmed

because of the high likelihood of it being significant. This information will be used to address Caltrans' comments and to complete the ASR.

The HPSR package will be based on documentation provided by MACTEC and Charles D. Zeier in the form of a draft HPSR, ASR, and Historic Resources Evaluation Report (HRER). As part of this effort, CONSULTANT will also address all comments provided by Caltrans to MACTEC for the CCIP draft HPSR and draft ASR. The HPSR package will document archaeological resources and historical buildings, structures and engineering features located in the Area of Potential Effects (APE).

For the purposes of this scope and cost estimate, CONSULTANT assumes that all documentation provided by MACTEC meets Caltrans requirements per the 2004 Programmatic Agreement.

- CONSULTANT assumes that all consultation with Native American is complete and that the entire APE has been surveyed for archaeological resources.
- CONSULTANT assumes that the APE as shown in the HPSR and ASR is approximately accurate, that no ground disturbing activities will be conducted outside the APE, and that construction will not impact surrounding waterways.
- For the purposes of this scope and cost estimate, CONSULTANT assumes that no Extended Phase 1 Survey will be necessary. Should such work be necessary, this scope and cost will have to be revised.
- CONSULTANT also assumes that MACTEC and Charles D. Zeier will provide CONSULTANT with all necessary appendices including consultation and correspondence letters, project vicinity, location, and APE maps, and California DPR 523 forms.

As a subconsultant to CONSULTANT, Zeier & Associates, LLC, will revise the draft HRER and the associated building recordation forms, incorporating changes necessary to address Caltrans comments. Once those changes have been made, Zeier & Associates will produce twelve copies of the report: five for Caltrans, five for CONSULTANT, and two for the regional information center.

At the request of Caltrans, we will not distribute report copies to the regional information center until completion of Caltrans / SHPO consultation. Of the reports submitted to the regional information center, one will contain original black and white photographs.

This proposal assumes that the Caltrans / SHPO consultation will not result in a need to make additional modifications to the report or the associated building recordation forms.

#### B. Revised Natural Environment Study (NES)

In their NES review, Caltrans stated that the wetland delineations needed to be re-verified/verified. Caltrans also stated that rare plant surveys were needed. A CONSULTANT' biologist will visit the site to conduct wetlands and botanical

surveys (to be conducted in July). We will need to copy of the previous wetland delineations from MACTEC before we can proceed. Based on the results of the surveys and on comments from Caltrans, CONSULTANT will revise the NES and deliver copies to Caltrans.

C. Revised 4(f) Analysis

MACTEC conducted a programmatic 4(f) analysis for the CCIP. Programmatic 4(f) studies require less detail and analysis than individual 4(f) analyses. FHWA allows the use of programmatic 4(f) analyses for projects that improve existing highways and use minor amounts of publicly owned public parks or recreation lands.

However, FHWA's 4(f) guidance also states that programmatic evaluations do not apply to projects for which an environmental impact statement (EIS) is prepared, unless the use of Section 4(f) lands is discovered after the approval of the final EIS. Instead, FHWA requires preparation of an individual Section 4(f) evaluation.

CONSULTANT assumes that Caltrans/FHWA will require that an individual 4(f) analysis be prepared. We will prepare the individual 4(f) analysis and submit it to Caltrans for their review. We will revise the individual 4(f) analysis based on comments received from Caltrans. If Caltrans or FHWA decide that an individual 4(f) is not warranted, then we will modify the programmatic 4(f) based on comments received.

D. Revise Air Quality Report, Noise Report, and Community Impact Analysis

CONSULTANT will revise the air quality report, noise report, and community impact analysis based on comments received from Caltrans. CONSULTANT technical staff will revise the air quality report and community impact analysis. Under contract to CONSULTANT, J.C. Brennan & Associates will revise the noise report.

E. Phase II Environmental Site Assessment

CONSULTANT will conduct a Phase II site assessment suitable to meet Caltrans requirements. The work will consist of a series of geoprobe borings being constructed adjacent to seven private parcels along SR28. Samples will be collected and analyzed by a California-certified laboratory. Drilling and analysis results will be documented in a final report and submitted to Placer County Public Works & Environmental Health, and Caltrans.

As per Amendment No. 2, CONSULTANT will be required to produce additional iteration of several technical studies which were not included in the original scope.

Time to Complete:

- Natural Environment Study – Three weeks after Completing Field Surveys (surveys must be conducted in July or August).
- HPSR, ASR, HRER – Five Weeks After Contract Completion.
- 4(f) Analysis – Individual 4(f) to Caltrans within Four Weeks of Receiving Contractual Authorization and Caltrans' Comments on the Programmatic 4(f).

Revised Individual 4(f) [or Programmatic 4(f)] within Two Weeks of Receiving Caltrans' Comments on the Individual or Programmatic 4(f)

- Air Quality and Noise Reports, Community Impact Assessment – Three Weeks After Contract Completion and Receipt of Caltrans Comments:

#### Task 2. Initiate Modifications to Administrative Draft EIR/EIS

CONSULTANT will begin revising the Administrative Draft EIR/EIS using existing version of EIR/EIS from MACTEC Engineering and Consulting, Inc. CONSULTANT will start revisions using the comments assembled during review of MACTEC's draft version of the EIR/EIS. CONSULTANT will limit modifications to those portions of the EIR/EIS that are the least controversial and where only minor comments are expected from Caltrans, the Tahoe Regional Planning Agency (TRPA), the Federal Highway Administration (FHWA), and the California Regional Water Quality Control Board (Lahontan Region).

#### Task 3. Finish Administrative Draft EIR/EIS Preparation

*(Revised per Amendment No. 2)*

CONSULTANT will finish preparing the Administrative Draft EIR/EIS beginning with the version started in Task 2. CONSULTANT will revise the EIR/EIS based on comments received from Caltrans, FHWA, and Lahontan.

Based on agency comments received on Administrative Draft, the CONSULTANT will be required to address all technical comments. CONSULTANT will prepare additional iterations of the documents that were not initially scoped.

#### Task 4. Prepare Draft EIR/EIS

CONSULTANT will prepare a screen check version for the Draft EIR/EIS for review by COUNTY and if necessary by the commenting agencies. This screen check version will be used by COUNTY to verify changes to the Administrative Draft EIR/EIS against comments received.

After the screen check version is approved, CONSULTANT will prepare the public Draft EIR/EIS. CONSULTANT will mail 200 copies of the Draft EIR/EIS to interested parties using a mailing list provided by COUNTY.

#### Task 5. Prepare Final EIR/EIS

*(Revised per Amendment No. 2)*

*(Revised per Amendment No. 3)*

*(Revised per Amendment No. 4)*

CONSULTANT will collect written and oral comments received on the Draft EIR/EIS and group into categories that will represent individual resources or general comments on other aspects of the project alternatives and then provide responses. CONSULTANT will prepare 200 copies of the Final EIR/EIS to interested parties using a mailing list provided by COUNTY.

Based on the physical size of Draft EIR/EIS, the CONSULTANT will be required to produce a significantly larger document than was initially scoped.

In Amendment No. 3, the CONSULTANT prepared additional comment responses based on the large amount of public comments received on the project.

In Amendment No. 4, the CONSULTANT shall provide additional COUNTY support to aid in the processing, filing, organization, and distribution of the Final EIR/EIS and related documents.

Task 6. Attend Meetings

*(Revised per Amendment No. 2)*

*(Revised per Amendment No. 3)*

CONSULTANT will attend six (6) Technical Advisory Committee/Project Development Team meetings and four (4) public meetings. The public meetings will include a workshop, public meetings, and/or board of Supervisors meetings.

Required CONSULTANT meetings will be increased beyond the original scope.

As part of Amendment No. 3, the CONSULTANT shall attend one additional public workshop and one additional Tahoe Regional Planning Agency hearing.

Task 7. Confidential Litigation Support

*(Added per Amendment No. 4)*

CONSULTANT shall provide professional services in support of any litigation or anticipated litigation related to the Kings Beach Commercial Core Improvement Project. Any additional scope of work under this task will be determined by the Director of Public Works in conjunction with the Office of County Counsel and evidenced in a writing signed by the Director of Public Works.

IV. CONSULTANT STAFFING

The consultant is proposing to use Dave Buehler as the project manager for this agreement. In the event there is a need by the consultant to substitute key personnel by the consultant for project management or primary design engineering responsibility, the consultant shall only substitute personnel after submitting resumes and obtaining specific written approval by the Director of Public Works for the replacement of the key personnel.

V. OTHER

It shall be the responsibility of the consultant to resolve any errors in the design, which are identified during construction at no additional cost to the County and in a timely manner such that construction delays are avoided or minimized to the maximum extent possible. The consultant shall notify the County of any errors that are a result of incorrect field data provided by the County.

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EXHIBIT C-4

PLACER COUNTY  
DEPARTMENT OF PUBLIC WORKS

ENVIRONMENTAL DOCUMENTATION FOR THE  
KINGS BEACH COMMERCIAL CORE IMPROVEMENT PROJECT

PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of services. All payment requests shall be subject to the following budget:

TASK NO.	DESCRIPTION	ORIGINAL AGREEMENT AMOUNT	AMENDMENT NO. 1 AMOUNT	AMENDMENT NO. 2 AMOUNT	AMENDMENT NO. 3 AMOUNT	AMENDMENT NO. 4 AMOUNT	CUMULATIVE TOTAL OF CHANGE ORDERS WITHIN CONTINGENCIES	TOTAL PROJECT (INCLUDES ALL AMENDMENTS AND CONTINGENCIES)
1	Revise Technical Reports	\$ 48,920	\$ 34,822	\$ 10,708	\$ --	\$ --	\$ 5,600	\$ 100,050
2	Initiate Modifications to Administrative Draft EIR/EIS	*	--	--	--	--	--	--
3	Finish Administrative Draft EIR/EIS Preparation	60,610	--	50,000	--	--	--	110,610
4	Prepare Draft EIR/EIS	20,870	--	--	--	--	--	20,870
5	Prepare Final EIR/EIS	51,230	--	68,820	30,000	21,000	--	171,050
6	Attend Meetings	17,780	--	10,240	--	--	--	38,020
7	Confidential Litigation Support	--	--	--	--	50,000	--	50,000
	Direct Costs	30,913	--	55,073	5,000	--	--	90,986
	Total	\$ 230,323	\$ 34,822	\$ 194,841	\$ 35,000	\$ 71,000	\$ 5,600	571,586

\*Task fee handled under separate contract.

Ten percent (10%) shall be withheld from each payment until satisfactory completion of the work described below.

COUNTY shall release for payment the 10 percent (10%) withheld, upon satisfactory completion of all Tasks receipt by COUNTY of acceptable deliverables as defined in Exhibit A-4, Scope of Services, attached to this agreement. COUNTY shall release payment for the 10 percent (10%) withheld from all payments for each Tasks upon receipt and acceptance of all required deliverables for each Task by COUNTY.

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- A. CONSULTANT shall bear the expense of COUNTY and the escrow agent in connection with the escrow deposit made.
- B. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to CONSULTANT pursuant to this section.
- C. CONSULTANT shall enter into an escrow agreement satisfactory to COUNTY, which agreement shall include provisions governing inter alia:
  - 1. The amount of securities to be deposited.
  - 2. The providing powers of attorney or other documents necessary for the transfer of the securities to be deposited.
  - 3. Conversion to cash to provide funds to meet defaults by CONSULTANT including, but not limited to, termination of CONSULTANT's control over the work or other amounts to be kept or retained under the provision of the agreement.
  - 4. Decrease in the value of the securities on deposit.
  - 5. The termination of the escrow upon completion of the agreement.

EXHIBIT D-4

COUNTY OF PLACER  
DEPARTMENT OF PUBLIC WORKS

ENVIRONMENTAL DOCUMENTATION FOR THE  
KINGS BEACH COMMERCIAL CORE IMPROVEMENT PROJECT

CONSULTANT STANDARD CHARGE RATES

CONSULTANT / SUBCONSULTANT	LABOR CLASSIFICATION	HOURLY RATE
Jones & Stokes Associates, Inc.	Senior Project Director	\$ 260
	Project Director	230
	Technical Director	210
	Managing Consultant/Senior Technical Analyst	190
	Senior Consultant III	170
	Senior Consultant II	145
	Senior Consultant I	135
	Associate Consultant III	125
	Associate Consultant II	115
	Associate Consultant I	105
	Assistant Consultant	85
	Technician	60
	Administrative Technician	60
	Intern	55

OTHER DIRECT EXPENSES	
Report reproduction: 8.5"x11" color photocopying	\$0.32 / page
Report reproduction: 8.5"x11" B&W photocopying	\$0.16 / page
Automobile mileage at current IRS rate or	\$0.585 / mile
Laptop computer (field projects only)	\$10 / day
A general and administrative charge of 10 percent will be applied to all other direct costs, inclusive of subcontractor charges.	
Per diem is charged at \$175/day. A lodging surcharge will apply in high rate areas.	

Jones & Stokes Associates clients may reduce any current invoice by 1 percent of the billed amount if payment is made within ten (10) business days of receipt of said invoice.

Billing rates are subject to revisions effective January 1 of each year.

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