

REPORT TO SHASTA COUNTY RTPA

SUBJECT	MEETING DATE	ITEM NUMBER
Environmental Impact Report for the 2009 Update of the Regional Transportation Plan	10/28/08	7

RECOMMENDATION

It is recommended that the Board:

1. Adopt Resolution No. 08-16 approving Amendment #1(b) to the 2008/2009 Overall Work Program (OWP); and
2. Approve a personal services agreement with De Novo Planning Group for up to \$115,046 to prepare an environmental impact report (EIR) for the 2009 update of the Regional Transportation Plan (RTP).

SUMMARY

Staff has determined an EIR will need to be prepared for the 2009 update of the RTP. The OWP needs to be amended to budget for the EIR using RTPA carryover funds. After evaluating the proposals submitted, it is recommended that the RTPA enter into an agreement with De Novo Planning Group to prepare the EIR for an amount not to exceed \$115,046.

DISCUSSION

Staff has started work on the 2009 RTP update. The update is subject to the requirements of the California Environmental Quality Act (CEQA) and an updated EIR is needed. The EIR will include a discussion of greenhouse gases and climate change, since the State Attorney General has been requiring various agencies to address that issue for plans and projects subject to CEQA. The EIR will discuss potential impacts and identify mitigation measures and alternatives. The last time an EIR was prepared for an RTP update was in 1995.

At the June 24 meeting, the Board authorized issuing a request for proposal (RFP) to prepare the EIR. The RFP was mailed to 12 consulting firms. Three proposals were submitted. All firms were qualified. The proposal submitted by De Novo Planning Group was rated the highest by representatives from four agencies (a proposal rating summary is attached). They were also the low bidder. A personal services agreement has been prepared. It has been approved as to form by RTPA Counsel and signed by De Novo.

The OWP must be amended to budget for the proposed work. On April 22, 2008, the Board adopted the 2008/2009 OWP. It had not yet been determined that an EIR was necessary. Sufficient carryover funds from FY 07/08 are available. Staff recommends that the OWP be amended to add \$101,850 in Federal Highway Administration carryover funds and \$13,195 in Transportation Development Act (TDA) matching funds. This includes a contingency of 15%.

ALTERNATIVES

The Board could choose not to fund the EIR. This is not recommended since an EIR needs to be prepared for the update of the RTP.

OTHER AGENCY INVOLVEMENT

This item was discussed at the October 14 Technical Advisory Committee (TAC) meeting. TAC supports the staff recommendation.

Amend OWP & Approve Agreement for EIR
October 28, 2008
Page 2

FINANCING

The 2008/2009 OWP will require additional revenue of \$101,850 in FHWA carryover funds from FY 07/08 and \$13,195 of TDA funds. These resources are presently available.



Daniel S. Little, AICP, Executive Officer

DSL/JDS/jac

Attachments: Proposal Rating Summary
Available Revenues by Source – OWP Amendment 1(b)
Resolution No. 08-16
Proposed personal services agreement with De Novo Planning Group

**PROPOSAL RATING SUMMARY
FOR PROPOSALS TO PREPARE AN EIR FOR THE
2009 UPDATE OF THE RTP**

	<u>De Novo</u>	<u>ENPLAN</u>	<u>PMC</u>
Rater 1	43	42	40
Rater 2	48	39	21
Rater 3	45	37	37
Rater 4	42	28	35
	178	146	133

Proposal Cost:	\$100,040	\$112,410	\$148,276
----------------	-----------	-----------	-----------

AVAILABLE REVENUES BY SOURCE

SHASTA COUNTY REGIONAL TRANSPORTATION PLANNING AGENCY
2008 - 2009 OVERALL WORK PROGRAM - *Amendment 1*
Available Revenue by Source

Sources of Revenue:	Amount
Federal Highway Administration (FHWA) PL Funds 2008/2009 Allocation	\$ 593,221
Federal Highway Administration (FHWA) PL Funds - Carryover from Prior Years	\$ 41,951
<i>PL Funds - Amendment 1(b)</i>	\$ 101,850
Federal Transit Administration (FTA) Planning (Section 5303) Funds 2008/2009 allocation	\$ 57,261
Federal Transit Admin/Caltrans Headquarters - <i>Amendment 1(a)</i>	\$ 115,000
Federal Transit Administration (FTA) Section 5303 - Carryover from Prior Years	\$ 48,201
Transportation Development Act Funds (TDA)	\$ 315,782
<i>TDA - Amendment 1(b)</i>	\$ 13,195
Local In-Kind Match (Inkind)	\$ 33,122
State Planning Partnership Prior Year Carryover	\$ 230,580
Fix 5 SPR Carryover (SPR)	\$ 131,312
Fix 5 - 2008/09 SPR	\$ 120,000
Programming, Planning and Monitoring (PPM) 2007/08 Allocation	\$ 70,000
Less PPM Reserved	\$ (70,000)
Prior Year Carryover = \$ 46,696	
Total Resources:	\$ 1,801,476
Total Expenses in OWP:	\$ 1,801,476
Difference between Revenues and Expenses	\$ -

RESOLUTION 08-16
AMENDMENT #1(b) OF THE FY 2008/09 OVERALL WORK PROGRAM
TO INCLUDE CONSULTANT SERVICES TO PREPARE AN ENVIRONMENTAL IMPACT
REPORT FOR THE 2009 UPDATE OF THE REGIONAL TRANSPORTATION PLAN

WHEREAS, the Shasta County Regional Transportation Planning Agency (RTPA) is preparing the 2009 update of the Regional Transportation Plan (RTP); and

WHEREAS, the RTPA has determined that an environmental impact report (EIR) is required for the RTP under the California Environmental Quality Act; and

WHEREAS, a formal Overall Work Program (OWP) amendment is required to include consultant services to prepare the EIR for the RTP update; and

WHEREAS, work elements cannot be added/deleted/changed and funds cannot be added/deleted/redirected until the local Caltrans District Office approves the OWP amendment.

NOW, THEREFORE, BE IT RESOLVED that the Shasta County Regional Transportation Planning Agency hereby approves Amendment #1(b) to the FY 2008/2009 Overall Work Program, adding \$101,850 in Federal Highway Administration carryover funds and \$13,195 in Transportation Development Act matching funds for consultant services to prepare an EIR for the RTP update.

BE IT FURTHER RESOLVED, that Amendment #1(b) shall be considered final and in full force and effect upon Caltrans acceptance and approval thereof.

PASSED AND ADOPTED this 28th day of October, 2008, by the Shasta County Regional Transportation Planning Agency.

Norma Connick, Chairman
Shasta County Regional
Transportation Planning Agency

**PERSONAL SERVICES AGREEMENT BETWEEN THE
SHASTA COUNTY REGIONAL TRANSPORTATION PLANNING AGENCY
AND DE NOVO PLANNING GROUP FOR THE PURPOSE OF PREPARING
AN ENVIRONMENTAL IMPACT REPORT FOR THE 2009 UPDATE OF THE
REGIONAL TRANSPORTATION PLAN FOR SHASTA COUNTY**

This agreement is entered into between the Shasta County Regional Transportation Planning Agency ("SCRTPA") and De Novo Planning Group, a California corporation, ("Consultant") for the purpose of preparing an environmental impact report for the 2009 update of the Regional Transportation Plan for Shasta County.

1. RESPONSIBILITIES OF CONSULTANT.

- A. Consultant shall complete the services outlined in the scope of work shown on Attachment A.
- B. As required by Government Code section 7550, each document or report prepared by Consultant for or under the direction of the SCRTPA pursuant to this agreement shall contain the numbers and dollar amount of the agreement and all subcontracts under the agreement relating to the preparation of the document or written report. If multiple documents or written reports are the subject of the agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports. Consultant shall label the bottom of the last page of the document or report as follows: department name, agreement number, and dollar amount. If more than one document or report is produced under this agreement, Consultant shall add: "This [document or report] is one of [number] produced under this agreement."

2. RESPONSIBILITIES OF SCRTPA.

- A. The SCRTPA shall compensate Consultant as set forth in section 3 of this agreement and shall monitor Consultant's performance.
- B. The SCRTPA shall review draft documents in a timely manner.

3. COMPENSATION.

Compensation shall be based on hourly rates plus direct expenses per Attachment B. The contingency (15%) shall be used only for work which is beyond that specified in the scope of work, and must be approved in advance in writing by the Executive Director of the SCRTPA.

Compensation shall not exceed \$115,046 for the services described in this agreement.

4. BILLING AND PAYMENT.

Consultant shall submit to the SCRTPA within thirty days after completion of the services described in section 1, an itemized statement or invoice of services rendered. Consultant may submit periodic statements as work is completed during the term of this agreement. The SCRTPA shall make payment within 30 days of receipt of Consultant's correct and approved statement(s).

5. TERM OF AGREEMENT.

This agreement shall commence on the date of signing and shall terminate upon completion of the services described in section 1, or on December 31, 2010, whichever is earlier.

6. TERMINATION OF AGREEMENT.

- A. If Consultant materially fails to perform duties to the satisfaction of the SCRTPA or if Consultant fails to fulfill in a timely and professional manner obligations under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then the SCRTPA shall have the right to terminate this agreement for cause effective immediately upon the SCRTPA giving written notice thereof to Consultant. If termination for cause is given by the SCRTPA to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. The SCRTPA may terminate this agreement without cause on 30 days' written notice to Consultant. The SCRTPA shall pay consultant for all work satisfactorily completed as of the date of notice.
- C. The SCRTPA may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. The SCRTPA's right to terminate this agreement may be exercised by the Executive Director of the SCRTPA.
- E. Should this agreement be terminated, Consultant shall promptly provide to the SCRTPA any and all finished and unfinished reports,

data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.

- F. If this agreement is terminated under paragraph A of this section, Consultant shall only be paid for services completed and provided prior to the notice of termination. In the event of termination under paragraph B or C of this section, Consultant shall be paid an amount which bears the same ratio to the total compensation authorized by the agreement as the services actually performed bear to the total services of Consultant covered by this agreement, less payments of compensation previously made. In no event, however, shall the SCRTPA pay Consultant an amount which exceeds a pro rata portion of the agreement total based on the portion of the agreement term that has elapsed on the effective date of the termination.

7. ENTIRE AGREEMENT; AMENDMENTS.

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. However, minor amendments which do not result in a substantial or functional change to the original intent of the agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and the Executive Director.
- C. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.

Inasmuch as this agreement is intended to secure the specialized services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the SCRTPA. The waiver by the SCRTPA of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

9. EMPLOYMENT STATUS OF CONSULTANT.

Consultant shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the SCRTPA to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this agreement; provided, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the SCRTPA is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were an SCRTPA employee. The SCRTPA shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under the SCRTPA workers' compensation insurance plan nor shall Consultant be eligible for any other SCRTPA benefit. Consultant must issue W-2 and 941 Forms for income and employment tax purposes, for all of Consultant's assigned personnel under the terms and conditions of this agreement.

10. INDEMNIFICATION.

Consultant shall defend, hold harmless, and indemnify the SCRTPA, its elected officials, officers, employees, and agents against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of the SCRTPA Counsel and counsel retained by the SCRTPA, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of the SCRTPA) being damaged by the negligent acts, willful acts, or errors or omissions of the Consultant or any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity during the progress of the work, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of the SCRTPA. Consultant shall also defend and indemnify the SCRTPA for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify and hold harmless the SCRTPA with respect to Consultant's "independent contractor" status that would establish a liability on the SCRTPA for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment.

For professional services provided under this agreement, Consultant shall indemnify, defend, and hold harmless the SCRTPA, its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, liabilities, damage, and costs, including reasonable attorneys' fees, arising out of or resulting from the negligent performance of the professional services provided under this agreement.

11. INSURANCE COVERAGE.

- A. Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other insurance necessary to protect the SCRTPA and the public with limits of liability of not less than \$1 million combined single limit bodily injury and property damage; such insurance shall be primary as to any other insurance maintained by the SCRTPA.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor(s) employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant will comply with such provisions before commencing the performance of the work of this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million.
- D. Consultant shall require subcontractors to furnish satisfactory proof to the SCRTPA that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:

- (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the SCRTPA prior to the effective date of this agreement.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the agreement and continue coverage for a period of three years after the expiration of the agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of the agreement.
- (3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *the Shasta County Regional Transportation Planning Agency (SCRTPA), its elected officials, officers, employees, agents, and volunteers as an additional insured* and provides that *coverage shall not be reduced or canceled without 30 days written prior notice certain to the SCRTPA*. The Additional Insured coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations and CG 20 37 for completed operations.
- (4) Each insurance policy (except for workers' compensation and professional liability policies), or endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and

- b. Separately to each suit insured against whom a claim is made or suit is brought."
- (5) Consultant shall provide the SCRTPA with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.
- (6) The insurance required herein shall be in effect at all times during the term of the agreement. In the event any insurance coverage expires at any time during the term of the agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of the agreement, the SCRTPA may, in addition to any other remedies it may have, terminate the agreement upon the occurrence of such event and pay in full all contractual invoices for work completed prior to expiration of insurance.
- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide the SCRTPA a certificate of insurance reflecting those limits.

12. NOTICE OF CLAIM/APPLICABLE LAW/VENUE.

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the SCRTPA, Consultant shall give prompt and timely notice thereof to the SCRTPA. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.
- B. Any dispute between the parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.

- A. Consultant will observe and comply with all applicable federal, state, and local laws, ordinances, and codes which relate to the services to be provided pursuant to this agreement.
- B. Consultant will not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV and AIDS), physical or mental disability, or use of family care leave.
- C. Consultant represents that Consultant is in compliance with and agrees that Consultant will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. section 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.

14. ACCESS TO RECORDS/RETENTION.

The SCRTPA, federal, and state officials shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or the SCRTPA. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after the SCRTPA makes final payment hereunder.

15. CONSULTANT'S COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.

Consultant's failure to comply with state and federal child, family, and spousal support reporting requirements regarding Consultant's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Consultant's failure to cure such default within 90 days of notice by the SCRTPA shall be grounds for termination of this agreement.

16. LICENSES AND PERMITS.

Consultant shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Shasta, and all other appropriate

governmental agencies, including any certification and credentials required by the SCRTPA. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by the SCRTPA.

17. PERFORMANCE STANDARDS.

Consultant shall perform the services required by this agreement in accordance with the industry and/or professional standards applicable to Consultant's services.

18. CONFLICTS OF INTEREST.

Consultant and Consultant's officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this agreement.

19. NOTICES.

A. Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first-class mail to the following addresses:

If to SCRTPA: Shasta County Regional Transportation
Planning Agency
Attn: Dan Little, AICP, Executive Director
1855 Placer Street
Redding, CA 96001

If to Consultant: Steve McMurtry
De Novo Planning Group
3587 Falkirk Way
El Dorado Hills, CA 95762

B. Notice shall be deemed to be effective two days after mailing. Any oral notice authorized by this agreement shall be deemed to be effective immediately.

20. CONFIDENTIALITY.

During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such

information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.

21. SCOPE AND OWNERSHIP OF WORK.

All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the SCRTPA and be delivered to the SCRTPA upon completion of its authorized use pursuant to the agreement. The SCRTPA may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the SCRTPA without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of its rights in its own proprietary information, including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by the Consultant prior to, or acquired by the Consultant during the performance of this agreement and the Consultant shall not be restricted in any way with respect thereto.

22. USE OF COUNTY PROPERTY.

Consultant shall not use the SCRTPA premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

23. SEVERABILITY.

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or

//

//

//

//

//

//

County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

IN WITNESS WHEREOF, the SCRTPA and Consultant have executed this agreement on the day and year set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the party on whose behalf his/her execution is made.

**SHASTA COUNTY REGIONAL
TRANSPORTATION PLANNING
AGENCY**

Date: _____

Norma Connick, Chair

DE NOVO PLANNING GROUP

By: _____
Steve McMurtry, Principal

By: _____
Beth Thompson, Principal

Tax I.D.#: 26-2962235

Approved as to form:

ELIZABETH W. JOHNSON
Counsel, Shasta County Regional Transportation Planning Agency

SCOPE OF WORK

Consultant shall complete the following tasks for the purpose of preparing a program-level environmental impact report (EIR) for the 2009 update of the Regional Transportation Plan for Shasta County, as detailed in the "Proposal for Professional Services to Prepare an Environmental Impact Report for the 2009 Regional Transportation Plan for Shasta County," submitted by De Novo Planning Group, dated August 2008. All work is to be completed in accordance with the California Environmental Quality Act (CEQA) and State CEQA Guidelines. As used below, "staff" means the staff of the SCRTPA.

Task 1: Scoping Meetings

Attend one scoping meeting for public agencies and attend one scoping meeting for the general public. These meetings may occur on the same day.

Task 2: Prepare an Administrative Draft EIR

Prepare an administrative draft EIR and submit five copies to staff for review and comment.

Task 3: Revise/Prepare Public Draft EIR

Revise the administrative draft EIR in response to staff comments, incorporate blueprint planning issues, and prepare a "screen check" draft EIR for final staff review before producing the draft EIR for public review. Submit 65 bound copies of the draft EIR (with appendices), one unbound photo-ready copy (one-sided), and one CD containing copies in PDF and MS Word formats. If requested by SCRTPA staff, provide additional bound copies at a cost of \$35 each.

Task 4: Prepare Administrative Draft Final EIR

Prepare written responses to comments received during the public review period, and revise the draft EIR as necessary. (Comment letters exceeding three pages or those that are complicated and that require additional analysis to respond may be considered outside of this scope of work and cost estimate, as determined by Consultant.) Any additional text will be marked in underline format and any deleted text will be marked in ~~striketrough~~ format. Submit four hard-copies of the administrative draft final EIR to staff for review and comment.

Task 5: Mitigation Monitoring and Reporting Program

Upon completion for the administrative draft final EIR, prepare a mitigation monitoring and reporting program for inclusion in the final EIR. Submit four hard-copies to staff for review and comment.

Task 6: Revise/Prepare Final EIR

Revise the administrative draft final EIR in response to staff comments. Submit 55 bound copies of the final EIR (with appendices), one unbound photo-ready copy (one-sided), and one CD containing copies in PDF and MS Word formats. If requested by staff, provide additional bound copies at a cost of \$35 each.

Task 7: CEQA Findings/Statement of Overriding Considerations/Notice of Determination

Prepare draft CEQA findings of fact and statement of overriding considerations and submit to staff for review and comment. Revise the findings in response to staff comments and prepare a final version of the findings. Upon certification of the EIR, prepare a notice of determination. (SCRTPA will be responsible for paying Department of Fish and Game filing fees.)

Task 8: Meetings/Project Management

Consultant will attend up to five public meetings/hearings, which includes the scoping meetings identified in Task 1. Consultant will provide periodic progress reports in the form of e-mail correspondence to staff.

Project Schedule

The following is provided as a general project schedule from October 2008 to October 2009:

<u>Task</u>	<u>Date</u>
Approval of agreement.....	Oct 28
Agency and public scoping meetings	Nov/Dec
Complete administrative draft EIR.....	Mar 15
Revise/incorporate blueprint issues into admin. draft EIR	May 1
Complete draft EIR	June 1
45-day public review period.....	June 1–Jul 15
Complete administrative draft final EIR.....	Aug 15
Complete mitigation monitoring and reporting program.....	Sept 1
Complete final EIR	Sept 15
Complete findings and statement of overriding considerations	Oct 1
Hearing to certify the EIR.....	Oct 27
Prepare notice of determination.....	Oct 28

ATTACHMENT B

Shasta County RTP Environmental Impact Report Proposed Project Budget August 16, 2008

Task #	Task Description	De Novo Prin. Planner \$105	De Novo Project Mgr. \$90	De Novo Support \$55	David Evans Associates	Dowling Associates	Ambient Consulting	Peak Associates	Direct Costs	Totals
1	Scoping Meetings									
1.1	Scoping Meetings	0.0	6.0	0.0	6.0					12.0
	Subtotal	0.0	6.0	0.0	6.0	0.0	0.0	0.0	0.0	12.0
	Task 1	\$ -	\$ 640.00	\$ -	\$ 810.00	\$ -	\$ -	\$ -	\$ -	\$ 1,350.00
2	Prepare Administrative Draft RTP EIR									
2.1	Cover/Table of Contents/Graphics/GIS	2.0	4.0	11.0	20.0					37.0
2.2	Executive Summary/Introduction	1.0	10.0	2.0	0.0					13.0
2.3	Project Description	1.0	8.0	1.0	24.0					34.0
2.4	Aesthetics	1.0	8.0	1.0	0.0					10.0
2.5	Agricultural Resources	1.0	8.0	1.0	0.0					10.0
2.6	Air Quality	1.0	24.0	1.0	0.0					26.0
2.7	Biological Resources	1.0	12.0	1.0	0.0					14.0
2.8	Cultural Resources	1.0	2.0	1.0	0.0			24.0		28.0
2.9	Land Use Planning and Population	1.0	28.0	1.0	0.0					30.0
2.10	Noise	1.0	4.0	1.0	0.0		70.0			76.0
2.11	Transportation/Circulation	1.0	8.0	1.0	6.0	67.0			\$ 650.00	83.0
2.12	Cumulative Impacts	1.0	24.0	1.0	0.0					26.0
2.13	Alternatives	1.0	36.0	1.0	4.0					42.0
2.14	Other Mandated CEQA Sections	3.0	12.0	3.0	0.0					18.0
2.15	Report Preparers and References	2.0	1.0	1.0	0.0					4.0
2.16	Document Preparation/Management	4.0	24.0	12.0	4.0				\$ 350.00	44.0
	Subtotal	23.0	213.0	40.0	68.0	67.0	70.0	24.0		495.0
	Task 2	\$ 2,415.00	\$ 19,170.00	\$ 2,200.00	\$ 7,830.00	\$ 10,385.00	\$ 5,950.00	\$ 2,520.00	\$ 900.00	\$ 51,370
3	Prepare Public Draft RTP EIR									
3.1	Document Revisions	6.0	36.0	4.0	8.0	5.0				59.0
3.2	Notices and Clearing House Documents	1.0	2.0	1.0						4.0
3.3	Document Preparation	2.0	12.0	12.0					\$ 1,600.00	26.0
	Subtotal	9.0	50.0	17.0	8.0	5.0	0.0	0.0		89.0
	Task 3	\$ 945.00	\$ 4,500.00	\$ 935.00	\$ 1,080.00	\$ 775.00	\$ -	\$ -	\$ 1,600.00	\$ 9,835
4	Prepare Admin Final RTP EIR									
4.1	Introduction	1.0	10.0	4.0						15.0
4.2	Overview of Comments Received	4.0	16.0	4.0						24.0
4.3	Response to Comments	4.0	36.0	16.0	8.0	4.0	4.0			72.0
4.4	Document Preparation	2.0	16.0	12.0					\$ 300.00	30.0
	Subtotal	11.0	78.0	36.0	8.0	4.0	4.0	0.0		141.0
	Task 4	\$ 1,155.00	\$ 7,020.00	\$ 1,980.00	\$ 1,080.00	\$ 620.00	\$ 340.00	\$ -	\$ 300.00	\$ 12,495
5	Mitigation Monitoring Program									
5.1	MMRP	2.0	18.0	1.0	0.0					21.0
	Subtotal	2.0	18.0	1.0	0.0	0.0	0.0	0.0		21.0
	Task 5	\$ 210.00	\$ 1,620.00	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,885
6	Prepare Final RTP EIR									
6.1	Document Revisions	6.0	36.0	4.0	1.0					47.0
6.2	Notices and Clearing House Documents	1.0	2.0	1.0						4.0
6.3	Document Preparation	2.0	12.0	12.0					\$ 1,600.00	26.0
	Subtotal	9.0	50.0	17.0	1.0	0.0	0.0	0.0		77.0
	Task 6	\$ 945.00	\$ 4,500.00	\$ 935.00	\$ 135.00	\$ -	\$ -	\$ -	\$ 1,600.00	\$ 8,115
7	CEQA Findings/Statement of Overriding Considerations									
7.1	Prepare Findings/Overriding Considerations	0.0	6.0	0.0	0.0					6.0
7.2	Prepare Notice of Determination	0.0	1.0	0.0	0.0				\$ 100.00	1.0
	Subtotal	0.0	7.0	0.0	0.0	0.0	0.0	0.0		7.0
	Task 7	\$ -	\$ 630.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ 730.00
8	Project Management									
8.1	Meetings	0.0	14.0	0.0	14.0	10.0			\$ 500.00	538.0
8.2	Coordination with Consultant Team	0.0	8.0	0.0	2.0					10.0
8.3	Coordination with RTPA	0.0	8.0	0.0	6.0					14.0
8.4	Public Facilitation and Graphics	0.0	12.0	0.0	12.0					24.0
8.5	Administration	2.0	10.0	2.0	10.0	4.0	3.0	4.0		35.0
	Subtotal	2.0	52.0	2.0	44.0	14.0	3.0	4.0	\$ 500.00	121.0
	Task 8	\$ 210.00	\$ 4,680.00	\$ 110.00	\$ 5,940.00	\$ 2,170.00	\$ 210.00	\$ 440.00	\$ 500.00	\$ 14,260.00
Project Totals										
	Project Hours	56.0	474.0	113.0	125.0	90.0	77.0	28.0	500.0	863.0
	Project Cost	\$ 5,660.00	\$ 42,680.00	\$ 6,215.00	\$ 16,875.00	\$ 13,950.00	\$ 6,500.00	\$ 2,960.00	\$ 5,000.00	\$ 100,040

Contingency (15%):

\$15,006

Contract Total:

\$115,046

EDMUND G. BROWN JR.
Attorney General

State of California
DEPARTMENT OF JUSTICE



1515 CLAY STREET, 20TH FLOOR
P.O. BOX 70550
OAKLAND, CA 94612-0550

Public: (510) 622-2100
Telephone: (510) 622-2174
Facsimile: (510) 622-2270
E-Mail: laura.zuckerman@doj.ca.gov

October 22, 2008

VIA E-MAIL ONLY

Mr. Dan Little, Executive Director
Mr. John Strahan, Senior Transportation Planner
Shasta County RTPA
1855 Placer Street
Redding, CA 96001

RE: *2009 Update of Shasta County RTP and Related Environmental Impact Report*

Dear Mr. Little and Mr. Strahan:

Thank you again for contacting the Attorney General's Office about the 2009 Update of the Regional Transportation Plan for Shasta County and the accompanying Environmental Impact Report. We enjoyed talking with you.

As you know, reducing greenhouse gas emissions is an urgent issue for the State. As the California Global Warming Solutions Act of 2006 and Executive Order S-3-05 acknowledge, California must substantially reduce its total GHG emissions by mid-century in order to stabilize atmospheric concentrations of greenhouse gasses ("GHG") at a level that will avoid the most dangerous effects of climate change. This makes it imperative for CEQA documents to thoroughly address the opportunities to reduce GHG emissions from the transportation sector, which account for over a third of California's GHG emissions. We urge the Shasta County RTPA to embrace the opportunity it has in the 2009 Regional Transportation Plan Update and accompanying Draft Environmental Impact Report to show its leadership in this area by identifying a comprehensive transportation strategy that will reduce emissions of the greenhouse gasses that cause global warming.

Again, please let us know if we can be of assistance to you in the planning process.

Sincerely,

/s/ Laura J. Zuckerman

LAURA J. ZUCKERMAN
SANDRA GOLDBERG
Deputy Attorneys General

For EDMUND G. BROWN JR.
Attorney General