

ORIGINAL

PlaceWorks, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #4511

THIS FIRST AMENDMENT to that Agreement for Services #4511 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and PlaceWorks, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3 MacArthur Place, Suite 1100, Santa Ana, California 92707 and whose local address is 101 Parkshore Drive, Suite 215, Folsom, California 95630 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Planning and Building Department with the preparation of the Housing Element Update for 2021 through 2029 pursuant to Agreement for Services #4511, dated January 28, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to augment the scope of work, amending **ARTICLE I, Scope of Services**, adding Exhibit D, ADU Scope of Work, Task 19: Permit Ready ADU Plans to implement housing element objectives for accessory dwelling units;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$106,809, amending **ARTICLE III, Compensation for Services** amending the total amount of this Agreement to not exceed \$220,662, inclusive of all costs, taxes, and expenses, adding Exhibit E ADU Rate Schedule, and adding Exhibit F, ADU Cost Proposal;

WHEREAS, the parties hereto desire to amend the Agreement to update County's notice recipients, amending **ARTICLE XV, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXVIII, Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement on the following terms and conditions:

- I. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

Scope of Services: Consultant agrees to furnish personnel, equipment, and services necessary to assist in the preparation of the Housing Element Update for 2021 through 2029 and related housing strategies. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," and Exhibit D, marked "ADU Scope of Work", Task 19: Permit Ready ADU Plans incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein, with the exception of Task 18. A Notice to Proceed will be issued for Task 18 if County determines this work is required. No payment will be made for any work performed prior to the effective date of the Agreement.

This Agreement also includes a Project Contingency, as subsequently identified during the course of work under this Agreement by County's Contract Administrator, related to the Scope of Work as identified in Exhibit A and Exhibit D "ADU Scope of Work." The Project Contingency may supplement or modify the Scope of Work as identified in Exhibit A and Exhibit D hereto. Project Contingency for the Scope of Work identified in Exhibit A may only supplement or modify the Scope of Work in Exhibit A. Project Contingency for the ADU Scope of Work, Task 19: Permit Ready ADU Plans identified in Exhibit D may only supplement or modify the ADU Scope of Work in Exhibit D hereto.

The specific services for the Project Contingency shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff and any necessary permits on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work, which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any Project Contingency performed prior to approval.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office applications (specifically, MS Word, MS Project, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

All of the services included in this Article and Exhibit A and Exhibit D "ADU Scope of Work" are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County.

II. **ARTICLE III, Compensation**, the Article is amended in its entirety to read as follows:

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

For the purposes hereof, the billing rates shall be in accordance with Exhibit B , marked "Rate Schedule," and Exhibit E marked "ADU Rate Schedule," incorporated herein and made by reference a part hereof. The rates listed in Exhibit B and Exhibit E may be adjusted once annually with thirty (30) days advanced written notice from Consultant to County's Contract Administrator and shall require written approval and acceptance by County's Director of Planning and Building prior to the new rates becoming effective. The rate increase shall not exceed three percent (3%) annually. Any rate increases authorized by County's Director of Planning and Building shall not increase the total not-to-exceed amount of the Agreement.

Reimbursement for mileage and/or travel (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) expenses for Consultant shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage and/or travel expenses for Consultant.

Other direct costs, including overnight delivery charges and costs associated with the purchase of data from outside data sources, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks in Exhibit A and Exhibit D "ADU Scope of Work," the billing amounts for each Task are identified in Exhibit C, marked "Cost Proposal" and Exhibit F marked "ADU Cost Proposal" incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among the various Scope of Work Tasks 1 through 17, Optional Task 18, Direct Costs, and Project Contingency identified therein, subject to County Contract Administrator's prior written approval. Consultant

may also request to reallocate expenses among the various Scope of Work subtasks of Task 19 in Exhibit F "Cost Proposal," subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$220,671, inclusive of all subcontractors, costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Separate itemized invoices shall be submitted for Task 19. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Robert Peters
Deputy Director of Planning

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

- III. **ARTICLE XV, Notice to Parties**, of the Agreement is amended to update the County's notice information as follows:

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

To County:
County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667
Attn.: Robert Peters
Deputy Director of Planning
or to such other location as County directs.

With a copy to:
County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667
Attn.: Michele Weimer, Procurement
and Contracts Manager

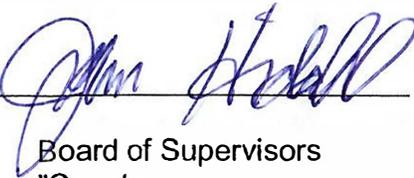
IV. ARTICLE XXVIII, Administrator, of the Agreement is amended in its entirety to read as follows:

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

Except as herein amended, all other parts and sections of Agreement for Services #4511, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #4511 on the dates indicated below.

--COUNTY OF ELDORADO--

By: 
Board of Supervisors
"County"

Dated 7/21/21

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 7/27/21

--PLACEWORKS, INC.--

By: 
Brian Judd
Vice President
"Consultant"

Dated 06/23/2021

By: 
Keith McCann (Jun 23, 2021 10:54 PDT)
Keith McCann
Corporate Secretary

Dated 06/23/2021

PlaceWorks, Inc.

Exhibit D

**ADU Scope Of Work
Task 19: Permit Ready ADU Plans**

PROJECT SUMMARY

PlaceWorks (Consultant) shall assist County with the preparation of designs and drawings for a County-approved, Permit Ready Accessory Dwelling Unit (ADU) Plans program with various elevation options. The Permit Ready Accessory Dwelling Unit Plans program will serve as the foundation for the implantation of the County's housing strategy to develop, and offer free of charge, prototype plans for Accessory Dwelling Units to reduce permit costs and encourage housing options affordable to lower income households.

TASK 19

PROJECT INITIATION AND MANAGEMENT

TASK 19.1: Kick-Off Conference Call

Consultant and its subcontractors, Rachel Allen Development Architecture Research Inc., (RADAR), Brandow and Johnston (B&J) and REX Engineering (REX) (PlaceWorks Team), will prepare for and attend a kick-off meeting to exchange information and initiate work on the Permit Ready Accessory Dwelling Unit (or ADU Prototype) project. During the project kick-off meeting, The PlaceWorks Team will review the scope of work and schedule, review goals of the project, and review data needs.

Deliverable(s):

- Meeting agenda and minutes
- List of data needs

TASK 19.2 Project Management

Consultant shall be solely responsible for managing and coordinating the work of the PlaceWorks Team. The PlaceWorks Team will coordinate with County Staff via phone and email as needed throughout the project. Regular monthly email progress reports will be provided to the County's Contract Administrator. In addition, Consultant shall attend up to two virtual meetings of the County Planning Commission and/or Board of Supervisors. Attendance in-person is not required. Consultant will assist in the preparation of staff reports and exhibits for the Planning Commission and the Board of Supervisors (Board) meetings, by providing content and exhibits to County Planning staff for preparation of presentations.

Deliverable(s)

- Regular monthly email progress reports
- Materials to be used in County preparation of staff reports and exhibits

PHASE 1: SCHEMATIC DESIGN DEVELOPMENT

TASK 19.3 County Zoning and Code Research

Consultant will review all relevant codes and processes, and will meet with relevant officials (Building Department, Public Safety, and Environmental Health). Consultant will provide a memo with notes documenting code and process information. Consultant will analyze the County GIS database to understand how many properties are in each relevant zone and will summarize in a countywide map.

Deliverable(s):

- Memorandum with notes documenting code & process information
- Countywide map of relevant zoning

TASK 19.4 Building Industry Workshops

Consultant will host a workshop, either virtual or in-person as conditions allow, to discuss the project with contractors, architects, realtors and developers from El Dorado County. Consultant will create flyers suitable for mailing or emailing to well-known building industry professionals inviting them to a discussion of the project. Consultant will facilitate the meeting. PlaceWorks Team will present findings from their research in the previous task, along with some relevant examples of ADU design and construction in different places and lessons learned. Following will be an open discussion about issues and opportunities for creating a prototype ADU for El Dorado County.

Deliverable(s):

- Meeting agenda and minutes
- Meeting summary with key highlights from the discussion
- List of recommendations

TASK 19.5 ADU Program

In this task, Consultant will create a summary outline program of the relevant characteristics for the ADU design. This will include the following:

- Consultant will familiarize itself with the area to observe and understand existing residential building patterns, constraints and opportunities.
- Determine general parameters to design toward: Range of likely users; range of site conditions to allow for range of construction and installation budget; accessibility/aging-in-place; style and aesthetic preferences, community context; indoor-outdoor relationships; inclusion of front porch or deck; options for orientation to the sun and to site entry; energy issues such as all-electric design,

solar panels, electric vehicle charger etc.; level of amenities; how customizable; etc.

- Determine if the design will be one-story or two-story with living spaces above a two-car garage.
- Determine the ADU's area, up to 1,200 sq. ft.
- Determine spaces, sizes, and relationships of spaces to be included in the ADU design: Room sizes, number of bedrooms and baths, accessibility, open living space versus separate rooms, etc.

Deliverable(s)

- After a conference call with County staff to present and discuss the draft program elements, Consultant will produce a Program Summary Memo and/or Outline Spreadsheet based on County's selection of characteristics for a single ADU configuration.

TASK 19.6 Architectural Schematic Floor Plans and Elevations

Following general approval of the Program by County Staff, the PlaceWorks Team will develop Schematic Designs including one floor plan concept and two (2) draft exterior design concepts, utilizing two of the following architectural styles/motifs`:

- Cabin/rustic
- Mountain Modern
- Mediterranean

Deliverable(s)

- PDF files of floor plan and two (2) draft exterior design concepts

TASK 19.7 Meeting with County

Consultant will meet with County Staff to receive comments on the Schematic Floor Plans and Exterior Elevations, provided ahead of the meeting. County staff should include officials from Planning, Building, Environmental Health and other relevant departments. Following this meeting, Construction Documents will be developed.

Deliverable(s)

- Meeting agenda and minutes
- Meeting summary with key highlights from the discussion
- Construction Documents

PHASE 2: CONSTRUCTION DOCUMENTS AND PERMITTING

TASK 19.8 Development of Construction Documents

The PlaceWorks Team will develop the ADU schematic design from previous tasks into a full set of stamped construction documents that meet the requirements of the County's non site-specific building permitting/plan check requirements. Documents will include:

- Alternates for wall and eave design designs that can be used For High Fire Severity Zone and Not in High Fire Zone.
- Alternate structural roof designs, for use with and without snow load. .
- Mechanical engineering for HVAC sizing and plumbing and electrical line drawings.
- Title 24 Energy Calculations.
- CALGreen Residential Check List, as applies to building only. Materials list and outline specifications.
- Other items as required for permit submittal under the County's non site-specific permitting process will require a contract amendment.

Deliverable(s)

- The final deliverable will be PDF files ready for printing as architectural drawings on 24" x 36" sheets

TASK 19.9 Permitting

Consultant will do actual permit submittal and coordination at the County (permit fee is not included). Drawings will be adjusted as necessary after receiving one compiled set of comments and resubmitted to complete the process.

Consultant will provide County with two sets of final approved plans; one with Architect's stamp and Structural Engineer's stamp, and one set replacing stamps with waiver of liability language for end user as determined by the County. There will be no subsequent re-use of Architect's stamp or Structural Engineer's stamp; stamps will only be used for the general permit submitted for County approval. Consultant's name and the names of the PlaceWorks Team, including RADAR, B&J and REX will not be on documents that the County makes available to the public except to the extent required by law, including but not limited to the California Public Records Act (Government Code 6250 et seq.).

County will require participating end user property owner(s) to release, hold harmless, and indemnify Consultant, subcontractors, and the County and its' employees from any and all claims, liabilities or damages arising out of the use of the ADU construction documents.

Deliverable(s):

- Two sets of final approved plans; one with Architect's stamp and Structural Engineer's stamp, and one set replacing stamps with waiver of liability language for end user as determined by the County.

TASK 19.10 Architectural Renderings

The PlaceWorks Team will develop one rendering each of the two exterior elevation styles.

Deliverable(s):

- Two illustrative (i.e. not photo-realistic) renderings not less in size than 8 x 10 inches.

Project Contingency

This item provides for unanticipated services or costs necessary to successfully complete the project. Services may include, but are not limited to:

- Additional Meetings.
- Additional data collection or analysis.
- Board requested tasks.
- Additional Board presentations.

Consultant shall not undertake any services under Project Contingency without the express written approval of County.

PROPOSED SCHEDULE

Consultant's proposed schedule for completion of the Permit Ready ADU Plans project is 12 months, but may be revised if necessary.

PlaceWorks, Inc.

Exhibit E

ADU Rate Schedule

Classification	Rate
ADU Project Advisor	\$225/hr
ADU Principal in Charge	\$220/hr
ADU Project Manager	\$140/hr
ADU Project Planner	\$115/hr
ADU Project Designer	\$120/hr
ADU Project Graphics	\$115/hr
ADU GIS	\$110/hr
ADU Graphics	\$105/hr
ADU Word Processing/Clerical	\$125/hr

Reimbursement for mileage expenses for Consultant shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.

PlaceWorks Inc.

Exhibit F

ADU Cost Proposal

Item		Cost
Task 19: Permit Ready ADU Plans		
Task 19.1: Kick-Off Conference Call	\$	3,286
Task 19.2: Project Management	\$	13,473
Task 19.3: County Zoning and Code Research	\$	8,954
Task 19.4: Building Industry Workshop	\$	11,948
Task 19.5: ADU Program	\$	5,464
Task 19.6: Architectural Schematic Floor Plans and Elevations	\$	15,149
Task 19.7: Meeting with County	\$	3,032
Task 19.8: Development of Construction Documents	\$	26,105
Task 19.9: Permitting	\$	7,966
Task 19.10: Architectural Renderings	\$	6,016
PlaceWorks Direct Costs/Reimbursable Expenses	\$	416
Labor Subtotal Tasks 19		101,809
Task 19 Contingency	\$	5,000
Total Task 19		106,809

*All expenses and their distribution among Task 19 are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for Task 19. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work subtasks, Direct Costs, and Project Contingency identified herein subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of Task 19 be exceeded. Direct reimbursable expenses shall be billed at cost.