

LSA Associates, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #087-S1511

THIS FIRST AMENDMENT to that Agreement for Services #087-S1511 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 LSA Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 20 Executive Park, Suite 200, Irvine, California 92614 and whose local office address is 2215 Fifth Street, Berkeley, California 94710, (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to assist in the preparation of an Environmental Impact Report for the Dixon Ranch subdivision located in the El Dorado Hills area of the County of el Dorado, California, in accordance with Agreement for Services # 087-S1511, dated December 9, 2014, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to augment the scope of work, amending **ARTICLE I, Scope of Services**, and adding Exhibit A-1, Additional Scope of Work;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$62,358.00, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend **ARTICLE XII, Subcontracting, Assignment and Delegation**, to include Exhibit A-1;

WHEREAS, the parties hereto desire to amend **ARTICLE XVII, Notice to Parties**;

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 the Agreement, as follows:

ARTICLE I, Scope of Services, of the Agreement is amended to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, subconsultants, materials, equipment and services necessary to prepare an Environmental Impact Report (hereinafter referred to as "EIR") in accordance with the Standards for Work, set forth herein. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," and Exhibit A-1, marked "Additional Scope of Work," all incorporated herein and made by reference a part hereof.

No work shall be completed prior to a notice to proceed being issued by County's Contract Administrator or designee. Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR which shall be certified by the Board of Supervisors of the County of El Dorado.

In addition to the specific services identified in Exhibit A and Exhibit A-1, this Agreement may also include additional scope items or Contingency Work. Such Contingency Work may supplement, expand or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work concerning Contingency Work under this Agreement, the parties will identify the specific services to be provided for each assignment. Consultant shall submit the Contingency Work in a written letter format, which shall be approved by County's Contract Administrator.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 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. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation herein.

All of the services included in this Article, Exhibit A, and Exhibit A-1, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultant for services rendered under this Agreement.

ARTICLE III, Compensation for Services, of the Agreement is amended to read as follows:

ARTICLE III

Compensation for Services: Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it as set forth under this Agreement are provided by Dixon Ranch Partners, LLC (Applicant) under a separate Agreement between County and Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by Applicant under the terms of said separate Agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from Applicant.

For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Hourly Billing Rates," incorporated herein and made by reference a part hereof. The hourly rates listed on the Hourly Billing Rates schedule are effective through May 31, 2015, may be adjusted annually every June and are subject to a maximum of three percent (3%) increase upon written request of Consultant and upon prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement.

Other direct costs including bridge tolls, special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced in accordance with Exhibit C, marked "In-House Direct Expenses," incorporated herein and made by reference a part hereof, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and subconsultants, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Bridge tolls will be reimbursed as a direct cost; all other travel costs (i.e., overnight lodging, meals, parking, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

The total amount of this Agreement shall not exceed \$152,387, inclusive of all costs, work of subconsultant and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. 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
Community Development Agency
Development Services Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Roger Trout
Development Services Division Director

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required

deliverables are received, or proceed as set forth below in ARTICLE XVI, Default, Termination, and Cancellation, herein.

ARTICLE XII, Subcontracting, Assignment and Delegation, is amended to read as follows:

ARTICLE XII

Subcontracting, Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Exhibit A and Exhibit A-1 for the particular tasks, work, and deliverables identified therein.

Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

ARTICLE XVII, Notice to Parties , of the Agreement is amended to read as follows:

ARTICLE XVII

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:

With a copy to:

County of El Dorado
Community Development Agency
Development Services Division
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Roger Trout
Development Services Division
Director

Attn.: Michele Weitmer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

LSA Associates, Inc.
2215 Fifth Street
Berkeley, California 94710

Attn.: Les Card
Chief Executive Officer

or to such other location as Consultant directs.

Except as herein amended, all other parts and sections of Agreement for Services # 087-S1511 shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Division Concurrence:

By: _____
Roger Trout
Development Services Division
Director
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____
Steven M. Pedretti, Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 087-S1511 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

--LSA ASSOCIATES, INC.--

By: _____ Dated: _____
Les Card
Chief Executive Officer
"Consultant"

By: _____ Dated: _____
Firoz Jamal
Chief Financial Officer

LSA Associates, Inc.

Exhibit A-1

Additional Scope of Work

The original Scope of Work assumed that Consultant would receive one set of consolidated comments on the various drafts of the Response to Comments (RTC) document. There were several versions of comments on each RTC document that required more project management in general and more time to review, consolidate, coordinate among team members, forward to subconsultants, and implement than anticipated. This Additional Scope of Work is required to allow Consultant to continue work and complete the Dixon Ranch Final EIR, including responding to public and agency comments on the Draft EIR.

TASK 2.0: FINAL EIR PREPARATION

Administrative Draft Response to Comments/Final EIR

County received 8 agency letters and 44 public comment letters, for a total of 52 letters. These letters included 503 discreet comments on the Draft EIR that require individual responses. Consultant shall provide additional services as necessary to complete the Administrative RTC/Final EIR.

Screencheck Response to Comments/Final EIR

Based on the comments provided by County on the Administrative RTC document, Master Responses shall be prepared to augment responses in the Screencheck RTC document.

Screencheck #2 RTC/Final EIR

Consultant shall provide an additional Screencheck version (Screencheck #2) of the RTC document for County review.

Final RTC/Final EIR

Consultant shall provide additional services as necessary to complete the Final RTC/Final EIR.

TASK 3.0: FINDINGS OF FACT/OVERRIDING CONSIDERATIONS/MMRP

Consultant shall provide additional services as necessary to complete the draft Statement of Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program (MMRP).

TASK 4.0: PROJECT MANAGEMENT & MEETINGS

Consultant shall provide additional services as necessary to complete this Task.

TASK 6.0: ADDITIONAL SCOPE ITEMS (CONTINGENCY)

Consultant has included a contingency amount for additional Scope of Work items. Additional requests could be required after the approval of this Agreement Amendment; therefore, these requests have been included as a contingency in this Scope of Work as potential "to-be-defined" additional scope items. This contingency shall only be utilized if needed, and only after written approval by County's Contract Administrator is received.

TASK 7.0: REIMBURSABLE COSTS

Consultant has identified an additional \$700 in other direct reimbursable costs (i.e., bridge tolls, printing documents, delivery fees, outside services) as separate from labor costs in this amendment. Reimbursable costs shall be identified on Consultant's invoices.

BUDGET AUGMENT

Consultant proposes a budget augment of \$62,358, as described in Table 1. This amount includes a \$10,000 contingency, which shall only be used with written authorization from County's Contract Administrator.

Table 1: Proposed Budget

Task	Original Contract Amount	Budget Augment Amount	Original Contract + Budget Augment Total
Task 1.0: Draft EIR (Screencheck DEIR, Screencheck #2 DEIR, and Public Review DEIR)	\$39,554	\$0	\$39,554
Task 2.0: Final EIR Preparation (Admin, Screencheck, Screencheck #2, and Final)	\$18,110	\$41,658	\$59,768
Task 3.0: Findings of Fact/Overriding Considerations/MMRP	\$4,515	\$2,000	\$6,515
Task 4.0: Project Management and Meetings	\$9,230	\$8,000	\$17,230
Task 5.0: Baseline Environmental Consulting	\$3,220	\$0	\$3,220
Task 6.0: Additional Scope Items (Contingency)	\$10,000	\$10,000	\$20,000
Task 7.0: Reimbursable Costs	\$5,400	\$700	\$6,100
Total	\$90,029	\$62,358	\$152,387