

WSP USA Environment & Infrastructure Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #5185

THIS SECOND AMENDMENT to that Agreement for Services #5185 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 WSP USA Environment & Infrastructure Inc., a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 1075 Big Shanty Road, Suite 100, Kennesaw, Georgia 30144 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide assistance with updating County's General Plan Safety Element for the Planning and Building Department pursuant to Agreement for Services #5185, dated March 16, 2021, and First Amendment to Agreement for Services #5185, dated March 14, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add additional work in Tasks 1 and 10, and Project Contingency, 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 extend the expiration date of March 15, 2024 for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$55,085, amending **ARTICLE III, Compensation for Services**, and replacing **Exhibit C, Cost Estimate** with **Amended Exhibit C, Amended Cost Estimate**;

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 Second Amendment to Agreement for Services #5185 on the following terms and conditions:

- I. **Exhibit A, Scope of Work**, is amended to include Exhibit A-1, marked "Additional Scope of Work," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.
- II. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, equipment, subconsultants, and services necessary to provide assistance in updating County's General Plan Safety Element. Services shall include those tasks as identified in Exhibit A, marked "Scope of Services," and Exhibit A-1, marked "Additional Scope of Services," both incorporated herein and made by reference a part hereof.

The receipt of this fully executed Agreement is Consultant's Notice to Proceed with the work specified herein, with the exception of Task 10. Separate written authorization will be issued for Task 10 based upon Consultant and County determination of services needed. No payment will be made for any work performed prior to the effective date of the Agreement.

In addition to the specific services identified in Exhibit A and Exhibit A-1, this Agreement may also include additional scope of work items or Project Contingency. Such Project Contingency may supplement, expand, or otherwise modify the Scope of Work or may include tasks that are deemed critical by County's Contract Administrator to the furtherance of the project. Before proceeding with any work concerning Project Contingency under this Agreement, the parties shall identify the specific services to be provided for each assignment. The specific services for each Contingency Services work assignment shall be determined at a meeting, by email, or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, any necessary permits on a task-by-task basis, and subconsultants, if applicable. 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 Task 10 and any Project Contingency performed prior to approval.

Unless otherwise directed by County's Contract Administrator (or designee), deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). ESRI ArcGIS Map PKG shall be used for submittal of maps or other similar documents as specified by County's Contract Administrator. All deliverables shall be submitted in the 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 in accordance with completion time schedules mutually agreed upon between Consultant and County. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIV, Default, Termination, and Cancellation, herein.

All of the services included hereto, 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.

- II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on March 15, 2025, as amended.

- II. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant in arrears. Payment shall be made within forty-five (45) days following County 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 "Rate Schedule," incorporated herein and made by reference a part hereof. Consultant may submit a new proposed Rate Schedule annually to County's Contract Administrator, which shall require written approval and acceptance by County's Director of Planning prior to the new rates becoming effective.

Reimbursement for mileage/travel expenses for Consultant or any authorized subconsultant pursuant to this Agreement 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. There shall be no markups allowed on mileage/travel rates for Consultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) require prior written approval by County's Contract Administrator and will be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

Other direct costs, including subconsultants' services authorized herein, shall be invoiced at Consultant's cost, without markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include other

direct costs or subconsultant costs shall be accompanied by backup 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 A-1, the billing amounts for each Task are identified in Amended Exhibit C, marked "Amended Cost Estimate," 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 Amended Exhibit C among the various Scope of Work Tasks, Other Direct Costs, subconsultants, and Mileage/Travel Expenses identified therein, 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, as amended, shall not exceed \$270,227, as amended, and inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. 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.: Christopher Smith
Administrative Analyst

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 monthly 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.

Except as herein amended, all other parts and sections of Agreement for Services #5185 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #5185 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- WSP USA ENVIRONMENT & INFRASTRUCTURES, INC. --



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November 30, 2023

By: _____

Dated: _____

Lytle C. Troutt Jr.
Chief Executive Officer
"Consultant"



By: _____

Dated: November 30, 2023

Bradley J. Knight
Secretary

WSP USA Environment & Infrastructure Inc.

Exhibit A-1

Additional Scope of Services

Consultant has been engaged by County to assist with updating the County's General Plan Safety Element (Project), including Climate Vulnerability Assessment (CVA) Report, and California Environmental Quality Act (CEQA) documentation. As a result of delays in the Project schedule, changes to the CEQA compliance approach, and the general passage of time, additional efforts and an increase in budget are required to complete the Project. This amended scope of work includes additional project management services and CEQA compliance and documentation services for the Project. This amended scope involves the preparation of a detailed Addendum to the Final Program EIR for the General Plan, which was previously certified in 2004.

Task 1: Project Management

Subtask 1.1 Bi-Weekly Meetings and Project Management

The project has required additional time due to delays primarily attributed to the Caldor Fire in August 2021. Consultant shall attend up to twelve (12) additional bi-weekly meetings to account for internal County staff coordination. These meetings are in addition to already scheduled work sessions, stakeholder and public workshops, and public hearings. All meetings shall remain to be virtual. This task also includes six (6) hours of staff time to ensure Consultant is available throughout the process to support impromptu and additional teleconference calls and attendance at stakeholder meetings for related planning efforts (e.g., Wildfire Strategy, Greater Placerville Wildfire Evacuation Preparedness Study, etc.). Project Manager shall also be available to attend additional virtual or in-person meetings, as necessary, on a time-and-materials basis.

Deliverables:

- Attendance at up to twelve (12) additional project management meetings with Consultant's Project Manager and County Project Management staff.

Task 10. EIR Addendum

Subtask 10.1 Draft and Final EIR Addendum

Consultant shall prepare a written analysis comparing the potential impacts of the proposed Safety Element update to the analysis completed in the Final EIR for the General Plan. Consultant shall rely on existing project information and documentation that is part of the Final EIR for the basis of analysis. No technical studies shall be

required. This analysis shall support the determination that only “minor technical changes or additions are necessary and none of the conditions requiring the preparation of a subsequent EIR have occurred.” CEQA Guidelines Section 15164.

The original scope of work for this Project contemplated a basic, streamlined EIR Addendum that met the minimum requirements outlined in CEQA Guidelines section 15164. The EIR Addendum contemplated in this amended scope of work allows for the Consultant to complete a more robust document, which goes above and beyond meeting the minimum requirements in CEQA Guidelines section 15164. Consultant shall have an expanded discussion and analysis with additional evidence from the previously certified Final Program EIR and shall use current data and sources on the proposed changes outlined in the Safety Element update that are at now issue related to climate change adaptation, geologic and seismic hazards, evacuation routes, and wildfire hazards.

The EIR Addendum shall rely on the previously certified Final Program EIR in the discussion of environmental issues that are not applicable to the Safety Element update, such as aesthetics, biological resources, cultural resources, and population and housing topics. For these environmental topics, the discussion shall reference the analysis in the previously certified Final Program EIR. The EIR Addendum, as mentioned above, shall have an expanded discussion and analysis on the following resource topics: climate change adaptation, geologic and seismic hazards, evacuation routes, and wildfire hazards. The EIR Addendum shall address State legislative requirements and incorporate the CEQA Appendix G Checklist topics associated with wildfire, which was not an identified environmental topic, when the previously certified Final Program EIR was prepared; this work was not contemplated in the original scope of work. The EIR Addendum shall take a narrative approach for the analysis versus an Initial Study (IS) checklist approach. This means there will be a brief summary and analysis under each environmental topic rather than an individual impact analysis for each of the Appendix G IS checklist questions.

Consultant shall provide a Draft EIR Addendum in MS Word and shall address one (1) round of consolidated comments provided by the County Planning and Building Department staff and County Counsel in a Final EIR Addendum. WSP staff shall attend one (1) virtual meeting to review the comments.

An EIR Addendum does not require public review but is required to accompany the staff report to the decision-making body (Board of Supervisors) for consideration. Consultant recommends that the County file a Notice of Completion (NOC) for the Draft EIR Addendum and a Notice of Determination (NOD) with the State Clearinghouse following action by the Board. Consultant shall prepare the draft NOD for e-filing as part of our original contract.

Deliverables:

- One (1) Electronic Copy of a Draft EIR Addendum (MS Word format)
- One (1) Round of County review on the Draft EIR Addendum (MS Word format)

- One (1) Electronic Copy of a Final EIR Addendum (MS Word format)
- One (1) Electronic Copy of a NOD (MS Word format)
- Incorporation of updated Appendix G Environmental Checklist topics into the EIR Addendum

Assumptions

1. Digital and/or hard copy versions of relevant County documents and available data, and reports, and technical studies that supported the certified Final EIR will be provided promptly to Consultant.
2. Substantive changes to the project description and/or alternatives by the County once impact analyses have begun may cause a slip in schedule.
3. Consultant is not responsible for any omission of data or analyses that are not provided or identified to Consultant by the County, its representatives, or contractors.
4. To minimize conflicting comments between County Departments, the County will consolidate department comments on draft documents into each round of review (assumed to be in MS Word track changes).
5. Consultant shall prepare all notices, including NOP, NOA, and NOC. Consultant shall also complete the Office of Planning and Research Summary Form and other environmental document transmittals. Consultant shall also support coordination associated with County Clerk and California Department of Fish and Wildlife filings. Fees for the preparation and distribution of CEQA notices have been included.
6. Addendums to an EIR or negative declaration are required when there are minor technical changes or necessary additions that do not trigger a subsequent or supplemental CEQA document. Therefore, addendums are not considered tiered, phase, or separate environmental documents and do not require an additional environmental document filing fee (Fish & G. Code, § 711.4, subd. (g). Addendums also do not need to be circulated for public review (CCR, Title 14, Section 15164, subd. (c)). However, if filing an NOD for an addendum, the prior payment for the project must be used as proof of environmental document filing fee payment at the time of filing the NOD (CCR, Title 14, Section 753.5, subd. (e)(6)). If the proof of payment cannot be provided, the current filing fees will be due at the time of filing the NOD. Consultant shall request proof of payment from County and such request shall be in writing and prior to filing the NOD. If County cannot provide proof of payment, Consultant shall request written permission from the Contract Administrator to use the included filing fees. Consultant will not be reimbursed for the filing fees if written permission to use the funds is not obtained by the consultant in advance of filing the NOD. Given the time since the filing of the NOD for the County's General Plan EIR, Consultant included filing fees for an EIR.
7. No technical studies are proposed, and no field work is included.
8. Consultant shall hold regular bi-weekly conference calls/virtual meetings to support project management and coordination with the County, as noted under Task 1: Project Management.t
9. Time to address public and agency comments on public draft documents is based

on preparing responses to up to twenty (20) discrete topic area comments, generated from either agency or individual comment letters with limited support from technical staff and subconsultants. If the responses to comments on administrative or draft documents require new data collection or additional fieldwork or analyses beyond the stated scope of work, an equitable adjustment in the cost based on time and materials needed may be necessary.

10. Any in-person background research needed shall be performed in conjunction with travel for meetings.

WSP USA Environment & Infrastructure Inc.

Amended Exhibit C

Amended Cost Estimate

Safety Element

Task 1.	Project Management	\$	19,422.00
Task 2.	Project Initiation	\$	13,370.00
Task 3.	Plan Review	\$	11,400.00
Task 4.	Climate Vulnerability Assessment	\$	55,340.00
Task 5.	Public Participation	\$	25,730.00
Task 6.	Commission and Board Engagement	\$	5,060.00
Task 7.	Draft Safety Element	\$	11,590.00
Task 8.	Hazards and Infrastructure Mapping	\$	19,580.00
Task 9.	Administrative & Public Review Draft Safety Element	\$	11,800.00
Task 10.	CEQA Documentation	\$	5,210.00
Task 10a	CEQA Documentation (Amendment II)	\$	21,331.00
Task 11.	Finalize Safety Element	\$	7,000.00
Task 12.	Local Plan Adoption	\$	5,010.00

Labor Total \$ 211,843.00
Direct Costs \$ 15,584.00

Total Prime Costs \$ 227,427.00

Subconsultants:

Spatial Informatics Group, LLC (SIG) \$ 21,280.00
Deirdre Stites \$ 1,520.00

Subconsultants Total \$ 22,800.00

Contingency \$ 20,000.00

Total Proposed Budget Cost Estimate \$ 270,227.00

Reimbursement for mileage 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 expenses are incurred. There shall be no markups allowed on mileage rates for Consultant. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel expenses claimed for reimbursement shall not exceed the lesser of the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred. Air travel and hotel stays require advance written approval by County's Contract Administrator. If the

rates invoiced are in excess of these authorized rates, Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand.