

## Analytical Environmental Services

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #365-S1510

**THIS FIRST AMENDMENT** to that Agreement for Services #365-S1510 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 Analytical Environmental Services, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1801 7<sup>th</sup> Street, Suite 100, Sacramento, California 95811 (hereinafter referred to as "Consultant");

#### RECITALS

**WHEREAS**, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Focused Environmental Impact Report (hereinafter referred to as "EIR") for the Tilden Park Project (hereinafter referred to as "Project"), located in the Shingle Springs area of the County of El Dorado, California, pursuant to Agreement for Services #365-S1510, dated May 14, 2015, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of May 13, 2018, for three (3) additional years, 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 \$6,080.00, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B** and **Amended Exhibit C**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update language to include Work Orders, amending **ARTICLE XI, Fiscal Considerations**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update language to include Work Orders, amending **ARTICLE XIII, Default, Termination, and Cancellation**;

**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 on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement shall read Community Development Services, Planning and Building Department.

- 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 May 13, 2021.

- III. **ARTICLE III, Compensation for Services**, paragraphs six and seven of the Agreement are amended in their entirety to read as follows:

For the period beginning May 14, 2015, the effective date of the Agreement and continuing through the day before the effective date of the First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," and Exhibit C, marked "Cost Estimate\*," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of the First Amendment to the Agreement and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," and Exhibit C, marked "Amended Cost Estimate\*," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, including all of the services detailed in Exhibit A shall not exceed \$39,630, inclusive of all costs, expenses, Optional or Additional Tasks, and Work Orders.

- IV. **ARTICLE XI, Fiscal Considerations**, third paragraph of the Agreement is amended in its entirety to read as follows:

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and/or any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

- V. **ARTICLE XIII, Default, Termination, and Cancellation**, fourth paragraph of the Agreement is amended in its entirety to read as follows:

D. Termination or Cancellation without Cause: County may terminate this Agreement, or any Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or

Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

Except as herein amended, all other parts and sections of Agreement for Services #365-S1510 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Department Concurrence:**

By: \_\_\_\_\_

Roger Trout  
Director  
Community Development Services  
Planning and Building Department

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #365-S1510 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

**-- ANALYTICAL ENVIRONMENTAL SERVICES --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

David Zweig  
President / Corporate Secretary  
"Consultant"

**Analytical Environmental Services  
Amended Exhibit B  
Amended Fee Schedule**

EMPLOYEE CATEGORY	HOURLY BILLING RATE
Principal	\$290
Project Director	\$220
Sr. Project Manager	\$210
Project Manager	\$205
Analyst III	\$175
Analyst II	\$150
Analyst I	\$135
Archeologist III	\$175
Archeologist II	\$150
Archeologist I	\$135
Biologist III	\$175
Biologist II	\$150
Biologist I	\$135
Sr. Graphics Designer	\$140
Graphic Designer II	\$130
Graphic Designer I	\$115
Planner I	\$125
Office Administrator	\$140
Administrative Assistant III	\$125
Administrative Assistant II	\$115
Administrative Assistant I	\$105
<b><u>DIRECT COSTS</u></b>	
Postage / Overnight Mail	Actual cost + 15%
Courier Charges	Actual cost + 15%
Mileage	In accordance with ARTICLE III, Compensation for Services
GPS Unit and supporting computer equipment:	\$200/day + 15%
In-house Copying Charges:	
Black & White	\$0.10 per page + 15%
Color	\$1 per page + 15%
CD duplication w/label & case	\$2.50 each + 15%
Subconsultants	Actual cost + 15%
Other Direct Costs	Actual cost + 15%

**Analytical Environmental Services  
Amended Exhibit C  
Amended Cost Estimate\***

<b>TILDEN PARK PROJECT</b>		
<b>Task</b>		<b>Cost</b>
Task 1:	Preparation of Administrative Draft Focused EIR	\$4,253
Task 2:	Draft Focused EIR and Public Circulation	\$5,720
Task 3:	Preparation of Final Focused EIR	\$9,735
Task 4:	Mitigation Monitoring and Reporting Plan	\$4,345
Task 5:	Public Hearings	\$5,577
<b>Sub-Total</b>		<b>\$29,630</b>
Task 6:	Optional CalEEMod Air Quality Modeling and GHG Section Revisions	\$0
Task 7:	Additional Services	\$10,000
<b>Total with Optional And Additional Services</b>		<b>\$39,630</b>

\* All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. 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 Task identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement (\$39,630) be exceeded.