

# ICF Jones & Stokes, Inc.

## Environmental Impact Report for the Central El Dorado Hills Specific Plan Development Project

### SECOND AMENDMENT TO AGREEMENT FOR SERVICES #5349

**THIS SECOND AMENDMENT** to that Agreement for Services #5349 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 ICF Jones & Stokes, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 1902 Reston Metro Plaza, Reston, Virginia 20190, and whose local office address is 980 9<sup>th</sup> Street, Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant").

### RECITALS

**WHEREAS**, Consultant has been engaged by County to assist its Planning and Building Department with preparing an environmental impact report for the Central El Dorado Hills Specific Plan development project, aka Central, aka #003D-A-12/13-BPS, pursuant to Agreement for Services #5349, dated February 23, 2021, and First Amendment to Agreement for Services #5349, dated November 15, 2022, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to include additional tasks determined necessary by County and completed by Consultant related to the Environmental Impact Report based on changes to plans and recent legal decisions, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-2, Additional Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the term of the Agreement for three (3) additional months, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed amount of the Agreement by \$101,627.76 for a new not-to exceed amount of \$363,567.13, and to include a new cost estimate for the term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Exhibit C-2, Amended Cost Estimate**;

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

**WHEREAS**, the parties hereto desire to amend the Agreement in accordance with Senate Bill 1489, the Levine Act, amending **ARTICLE XXII, Conflict of Interest**, and adding **Exhibit E, California Levine Act Statement**;

**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 #5349 on the following terms and conditions:

- I. Exhibit A, Scope of Services and Exhibit A-1, Amended Scope of Services, are amended to include Exhibit A-2, marked "Additional Scope of Services," attached hereto and incorporated herein by reference. All references to Exhibit A and Exhibit A-1 throughout the Agreement shall read Exhibit A, Exhibit A-1, and Exhibit A-2.
- 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 22, 2024, as amended.

- III. **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 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 "Fee Schedule," incorporated herein and made by reference a part hereof.

The rates listed in Exhibit B may be adjusted annually with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator.

For the purposes of budgeting hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the Tasks identified in this Agreement including the Tasks identified in Exhibit A, the maximum allowable billing amounts for each Task are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C, represent the composition of the total not-to-exceed budget for the various Tasks. 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, Project

Contingency, and Other Direct Costs and Mileage, subject to County's Contract Administrator's prior written approval.

For the period beginning with the effective date of the First Amendment and continuing until the day before the effective date of this Second Amendment to the Agreement, the Tasks identified in this Agreement including the Tasks identified in Exhibit A and Exhibit A-1, the maximum allowable billing amounts for each Task are described in Exhibit C-1, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C-1, represent the composition of the total not-to-exceed budget for the various Tasks. 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-1, among the various Scope of Work tasks, Project Contingency, and Other Direct Costs and Mileage, subject to County's Contract Administrator's prior written approval.

For the period beginning with the effective date of this Second Amendment and continuing through the remaining term of the Agreement, the Tasks identified in this Agreement including the Tasks identified in Exhibit A, Exhibit A-1 and Exhibit A-2, the maximum allowable billing amounts for each Task are described in Exhibit C-2, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C-2, represent the composition of the total not-to-exceed budget for the various Tasks. 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-2, among the various Scope of Work tasks, Project Contingency, and Other Direct Costs and Mileage, subject to County's Contract Administrator's prior written approval.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost plus a 10% markup, 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, 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 shall apply to Consultant. There shall be no markup on any mileage rates for Consultant.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls 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, as amended, shall not exceed \$363,567.13, 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.: Patricia Soto  
Administrative Technician  
Planning and Building Department

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 XV, Default, Termination, and Cancellation, herein.

- IV. **ARTICLE XVI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XVI**

**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.: Rob Peters  
Deputy Director of Planning  
Planning and Building  
Department

With a copy to:

County of El Dorado  
Chief Administrative Office  
330 Fair Lane  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.  
980 9th Street 1200  
Sacramento, California 95814

Attn.: Molly Smith, Contracts Manager, Molly.smith@icf.com  
with copy to notices@icf.com

or to such other location as Consultant directs.

- V. **ARTICLE XXII, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XV, Default, Termination, and Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit D, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of Agreement for Services #5349 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services #5349 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

**-- ICF JONES & STOKES, INC. --**

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

Dated: August 30, 2023

  
Karolyn R. Gardner  
Senior Vice President, Contracts  
"Consultant"

By: Rosemarie Jones

Dated: September 1, 2023

  
Rosemarie Jones  
Assistant Secretary

Digitally signed by Rosemarie Jones  
Date: 2023.09.01 12:22:15 -04'00'

# ICF Jones & Stokes, Inc.

## Exhibit A-2

### Additional Scope of Services

Consultant understands that the County has determined it is necessary to recirculate the Central El Dorado Specific Plan (CEDHSP) Environmental Impact Report (EIR) based on changes to plans and recent legal decisions. In the ever-changing realm of air quality, greenhouse gas (GHG) emissions, and climate change and sustainability, recent legal decisions related to requirements for all-electric residential development require changes to mitigation proposed in the Revised Final EIR. Additionally, the new 2022 Scoping Plan has changed the thresholds for GHG impact under CEQA, and new models are currently used for modeling for air quality and GHG emissions. In an effort to address these issues, the County has decided to prepare a focused Recirculated Draft EIR (RDEIR). The tasks below represent the effort anticipated to complete the project.

#### Scope of Work

##### ***Task 1. Project Management***

Based on the current schedule, project work for consultant is anticipated to extend until at least February 2024. Additional project management time has been added to address this anticipated extension. This includes time to participate in Monday and Wednesday calls and to track budget and schedule and prepare progress reports.

##### ***Task 8. Third Recirculated Draft EIR (RDEIR)***

Consultant shall prepare a third Focused RDEIR for recirculation that addresses only Air Quality and GHG emissions. The document will consist of a chapter that explains the reason for the recirculation and indicates that only comments on the topics discussed will be accepted on this document. Consultant anticipates that analysis shall be required for the alternatives considered in the original EIR and that the cumulative analysis shall also need to be revisited. Consultant also anticipates that no other resource area shall require analysis. This scope and cost estimate is based upon one (1) round of review, one (1) from the County and representatives, and one from the applicants.

#### **Air Quality and GHGs**

Consultant shall review the existing technical studies and modeling provided by the applicant's consultants related to air quality and GHG emissions, determine whether further information is required, and request that information. Consultant shall remodel carbon monoxide concentrations and health incidence for the Air Quality chapter and GHG offsets for the GHG chapter. Consultant shall also



complete the 2022 Scoping Plan consistency analysis. This information shall be incorporated into the revised Air Quality and GHG chapters. Setting and regulatory information shall be updated as necessary.

This revised analysis shall be carried forward to the Alternatives and Cumulative Impacts discussion as well.

Consultant shall edit and format the document and prepare it for public circulation. Consultant shall provide up to ten (10) hard copies and ten (10) flash drives of the third Focused RDEIR for County use and shall submit the document to the State Clearinghouse on behalf of the County using the electronic submittal system. Consultant anticipates that the County will be responsible for posting public notices and distributing the RDEIR for public review.

Consultant anticipates that the County will facilitate the Notice of Availability (NOA) and conduct any mailings. Consultant shall provide text for the NOA letters and advertisements. Consultant has included budget for advertising in the Sacramento Bee.

### **Deliverables**

- Electronic version of NOA text.
- Ten (10) hard copies and ten (10) flash drives of the Third Focused Recirculated Draft EIR
- Web-ready version of the Third Focused Recirculated Draft EIR

### ***Task 9. Respond to Comments***

Consultant shall begin preparing the responses to comments as soon as the County begins receiving them, even prior to the forty-five (45) day public review period concluding. For cost estimating purposes, Consultant has assumed a level of effort necessary to respond to twenty-five (25) unique comments (not comment letters) and assumes no additional technical analyses shall be required to respond to comments. Consultant draft responses to comments shall be forwarded to the County for review and concurrence, at which point revisions to the Focused Recirculated Draft EIR text would occur (if necessary).

Consultant's cost estimate assumes two (2) teleconferences to discuss approach to responses to comments.

### ***Task 10. Attachment to Final EIR***

While the County reviews the draft responses to comments, Consultant shall begin preparing an attachment to the previously prepared Revised Final EIR. The attachment shall be composed of the list of commenters, the response to comments, and any revised text, figures, and attachments. The draft attachment

to the Revised Final EIR shall be submitted to the County and applicants for review and comment after which Consultant shall revise and finalize the document. The County will then distribute the document to all public agencies that commented on the Focused Recirculated Draft EIR during public review.

***Findings of Fact and Statement of Overriding Considerations (SOC)***

Consultant shall revise the draft findings as appropriate to reflect any changes. It is assumed that there shall be no substantive changes in the findings. The findings shall be in compliance with Sections 21081 and 21081.5 of the California Public Resources Code. Following review and comment of the draft findings by the County, Consultant shall finalize the findings for adoption.

***Mitigation Monitoring Plan (MMP)***

Consultant shall revise the mitigation monitoring plan (MMP) prepared for the Revised Final EIR to reflect any changes. The County will be responsible for ensuring full compliance with the provisions of the plan. Following the County's review of the administrative draft MMP, Consultant shall revise the MMP based on comments and shall include the MMP as an appendix to the Final EIR.

**Deliverables**

- Ten (10) hard copies and ten (10) flash drives of the Final EIR, Final Findings, SOC, MMRP

# ICF Jones & Stokes, Inc.

## Exhibit C-2

### Amended Cost Estimate

#### ICF Jones & Stokes, Inc.

Task 1.	Project Management and Meetings	\$	44,949.08
Task 2.	Second Recirculated Draft EIR	\$	47,218.88
Task 3.	Respond to Comments	\$	59,196.94
Task 4.	Final EIR, Findings, and MMRP	\$	60,121.59
Task 5.	Attend Public, PC, and BOS Meetings	\$	18,571.84
Task 6.	Prepare Notice of Determination	\$	0.00
Task 8.	Third Recirculated Draft EIR	\$	65,464.92
Task 9.	Respond to Comments – Third Recirculated DEIR	\$	17,866.12
Task 10.	Final EIR Attachment, Updated Findings and MMP	\$	7,333.36
	Labor Total	\$	320,722.73
	Direct Costs	\$	17,844.40
Task 7	Contingency	\$	25,000.00
	<b>Total Proposed Budget Cost Estimate</b>	<b>\$</b>	<b>363,567.13</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 Consultant's personnel, including subconsultant, and among the various Tasks identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract (\$363,567.13) be exceeded.

**ICF Jones & Stokes, Inc.**

**Exhibit D**

**California Levine Act Statement**

**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_ NO \_\_\_\_\_

If yes, please identify the person(s) by name: N/A

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_ NO \_\_\_\_\_ If yes, please identify the person(s) by name: N/A

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

ICF Jones & Stokes, Inc.  
Type or write name of company

\_\_\_\_\_  
Type or write name of authorized individual