

# ORIGINAL

## ICF Jones & Stokes, Inc.

### AMENDMENT V TO AGREEMENT FOR SERVICES #595-S1211

**THIS FIFTH AMENDMENT** to that Agreement for Services #595-S1211 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 9300 Lee Highway, Fairfax, Virginia 22031, whose local place of business is 630 K Street, Suite 400, Sacramento, California 95814, and whose Agent for Services of Process is CSC Lawyers Incorporating Service located at 2710 Gateway Oaks Drive, Suite 150N, Sacramento, California 95833 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to prepare an Environmental Impact Report for County's targeted general plan amendment and a comprehensive zoning code update, in accordance with Agreement for Services #595-S1211, dated June 4, 2012, Amendment I dated March 5, 2013, Amendment II dated March 3, 2014, Amendment III dated December 2, 2014, and Amendment IV dated January 28, 2015, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, Amendment III was executed by the parties but, due to clerical error, failed to include the extension of the term to February 1, 2016, as directed by the Board of Supervisors at its October 21, 2014, meeting. The parties hereto corrected the clerical error by extending the term to February 1, 2016, in Amendment IV;

**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-4, marked "Final Environmental Impact Report (EIR) Scope"**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$54,514, amending **ARTICLE III, Compensation for Services**, and adding **Exhibit B-3, Cost Estimate and Fee Schedule**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add: **ARTICLE XXVII, Taxes**; **ARTICLE XXVIII, Confidentiality**; **ARTICLE XXIX, Audit by California State Auditor**; **ARTICLE XXX, Change of Address**; **ARTICLE XXXI, No Third Party Beneficiaries**; **ARTICLE XXXII, Counterparts**, to reflect updated County contracting provisions;

**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 Amendment V to Agreement, as follows:



**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 the personnel and equipment necessary to prepare an Environmental Impact Report for County's targeted general plan amendment; comprehensive zoning code update; and a Mixed Use Development/Traditional Neighborhood Design Manual. Services shall include, but not be limited to those identified in Exhibit A, marked "Detailed Scope," Exhibit A-1, marked "Targeted General Plan Amendment and Zoning Ordinance Update;" Exhibit A-2, marked "Mixed Use Development/Traditional Neighborhood Design Manual;" Revised Exhibit A-3, marked "Recirculated Draft EIR Scope;" and Exhibit A-4, marked, "Final Environmental Impact Report (EIR) Scope," all of which are incorporated herein and by reference made a part hereof.

**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 all deliverables described in Exhibit A, Exhibit A-1, Exhibit A-2, Revised Exhibit A-3, and Exhibit A-4 hereto, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the period beginning June 4, 2012, the effective date of this Agreement and continuing through March 4, 2013, the day before the effective date of Amendment I to the Agreement, for the purposes hereof, the billing rates for work performed during that time period shall be in accordance with Exhibit B, marked "Cost Estimate," incorporated herein and made by reference a part hereof.

For the period beginning March 5, 2013, the effective date of Amendment I, and continuing through December 1, 2014, the day before the effective date of Amendment III to the Agreement, for the purposes hereof, the billing rates for work performed during that time period shall be in accordance with Exhibit B-1, marked "Cost Estimate and Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning December 2, 2014, the effective date of Amendment III, and continuing through the day before the effective date of Amendment V to the Agreement, for the purposes hereof, the billing rates for work performed during that time period shall be in accordance with Exhibit B-2, marked "Cost Estimate and Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of Amendment V and continuing through the remaining term of the Agreement, unless a new Fee Schedule is approved by the Contract Administrator, for the purposes hereof, the billing rates for work performed during that time period shall be in accordance with Exhibit B-3, marked "Cost Estimate and Fee Schedule," incorporated herein and made by reference a part hereof.



The items identified in Exhibit A, Exhibit A-1, Exhibit A-2, Revised Exhibit A-3, and Exhibit A-4, herein, are the maximum allowable budget amounts for each item of work described in Exhibit B-3, Cost Estimate and Fee Schedule, incorporated herein and made by reference a part hereof. The budget amounts indicated in Exhibit B-3 represent the composition of the total not-to-exceed budget for this Agreement. 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 B-3 among the various Tasks and Direct Costs (not including subconsultants) identified therein, subject to County's Contract Administrator's written approval. In no event shall the not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement, as amended, shall not exceed \$460,101, inclusive of all services, costs, 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  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: David Defanti, Assistant 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 IX, Default, Termination, and Cancellation, herein.

**The Agreement is further amended to add the following Articles:**

**ARTICLE XXVII**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE XXVIII**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any

time, any said confidential information, other than to County's Community Development Agency for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE XXIX**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XXX**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE X, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXXI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE XXXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

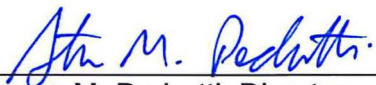
Except as herein amended, all other parts and sections of Agreement for Services #595-S1211, as amended, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Division Concurrence:**

By:   
David Defanti, Assistant Director  
Long Range Planning Division  
Community Development Agency

Dated: 5/6/15

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 5/7/15



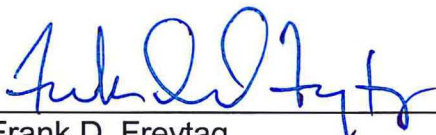
**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment V to Agreement for Services #595-S1211 on the dates indicated below.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_  
Pamela Knorr, Purchasing Agent  
Chief Administrative Office  
"County"

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

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

By:  \_\_\_\_\_  
Frank D. Freytag  
Senior Vice President  
"Consultant"

Dated: 5/5/15

By:  \_\_\_\_\_  
Steve Wirt  
Assistant Secretary

Dated: 5/6/15

**ICF Jones & Stokes, Inc.**

**Exhibit A-4**

**Final Environmental Impact Report (EIR) Scope**

**Introduction**

Comments received on the partial Recirculated Draft EIR are significantly more substantial than originally anticipated. Consultant prepared draft responses to comments received on the project Draft EIR (DEIR). Consultant also reviewed comments received on the partial Recirculated DEIR. Revisions are needed to the previously prepared responses to comments on the DEIR, including information provided within the comments received on the partial Recirculated DEIR.

Due to the number of comments received from the public concerning their stated difficulty with understanding the DEIR, Consultant shall prepare a Final EIR that shall consist of a revised single document containing chapters or appendices with responses to comments and identification of any changes made to the EIR for clarification in response to comments or as minor corrections since the Draft and partial Recirculated DEIR were circulated. Since there are a DEIR and a partial Recirculated DEIR, an all-inclusive Final EIR shall provide a single comprehensive document that is easier to use in the future as County implements the General Plan.

Consultant shall complete the additional and optional work required under each of the following existing tasks that would be affected.

**Task 10 – Preparation of Final Responses to Comment Document**

The Final EIR will be a larger document than originally anticipated given the volume of comments on the partial Recirculated DEIR. Consultant shall perform additional work as necessary to ensure consistency between responses to comments. Consultant shall prepare any text revisions, additions to technical work in response to comments received on the DEIR and partial Recirculated DEIR, revise responses to comments received on the DEIR to ensure uniformity with responses to comments in preparation on the partial Recirculated DEIR, as well as any additional effort involved in preparing and publishing the Final EIR.

**Deliverables:**

Electronic copy in Microsoft Word of the revised responses to comments received on the DEIR

Electronic copy in Microsoft Word of the Final EIR.

### **New Task 10a – Prepare Integrated Final EIR**

Consultant shall prepare a single document inclusive of the project's entire Final EIR.

#### **Deliverables:**

Electronic copy in Microsoft Word of the revised DEIR for the Final EIR.

Electronic copy in Microsoft Word of the Final EIR inclusive of DEIR responses to comments.

### **Additional Work – Revised Exhibit A-3 – Recirculated DEIR**

Consultant shall prepare draft responses to the comments received during the review period for the Recirculated DEIR sections and submit these to County for review and comment. As County's California Environmental Quality Act (CEQA) consultant, Consultant shall provide support to County's Transportation Division engineering staff and traffic consultants to prepare responses to comments. Consultant shall incorporate County's comments into the responses and prepare the Final EIR. The recirculated sections and the responses to comments on the recirculated sections shall be integrated into the Final EIR document.

The estimated increase to the cost estimate of the RDEIR is reflected in Exhibit B-3 and identified below:

- Respond to comments and integration with Final EIR: \$69,092

#### **Deliverables:**

Electronic copy in Microsoft Word of additional responses to comments on the partial Recirculated DEIR.



ICF Jones & Stokes, Inc.

Exhibit B-3

Cost Estimate and Fee Schedule

**Cost Estimate by Task**

**Targeted General Plan & Zoning Ordinance Update (Original Scope)**

Task 1	Project Start Up and Project Management Coordination	\$16,447
Task 2	Scoping Meeting and Preparation of Initial Study (IS)	\$18,403
Task 3	Project Alternatives	\$5,495
Task 4	Preparation of the Administrative Draft EIR	\$114,760
Task 5	Peer Review of Draft Zoning Ordinance	\$2,191
Task 6	Preparation of Draft EIR	\$14,809
Task 7	Scoping of Responses	\$10,532
Task 8	Preparation of Administrative Responses to Comments	\$60,155
Task 9	Preparation of Draft Mitigation Monitoring Plan	\$930
Task 10	Preparation of Final Responses to Comment Document	\$27,696
Task 10a	Prepare Integrated Final EIR	\$6,000
Task 11	Meeting and Hearings	\$20,595
Task 12	Meeting and Hearings	\$3,235
Task 13	Optional – Traffic Peer Review (Fehr & Peers)	\$0
	Direct Expenses	\$1,275
	<b>Total – Amended Scope Cost Estimate</b>	<b>\$302,523</b>

**Amendment I Additional Scope - Mixed Use Development/Traditional Neighborhood Design Manual**

**Subconsultant Tasks**

Task 1	Project Initiation/Reconnaissance	\$1,430
Task 2	Outline and Format the Guidelines and Graphics	\$360
Task 3	Prepare the Design Manual	\$745
	Direct Expenses	\$55,050
	<b>Total – Amendment I Additional Scope</b>	<b>\$57,585</b>

**Amendment III Additional Scope - Recirculated Draft EIR Scope**

	Prepare RDEIR	\$30,901
	Respond to Comments and Integration with Final EIR	\$69,092
	<b>Total - Amendment III Additional Scope</b>	<b>\$99,993</b>

**Grand Total** **\$460,101**

<b>Title</b>	<b>Maximum Billing Rate</b>
Admin Technician	\$60/hour
Assistant Consultant	\$100/hour
Associate Consultant II	\$90/hour
Associate Consultant III	\$130/hour
Managing Consultant	\$150/hour
Project Director	\$240/hour
Senior Consultant	\$110/hour
Senior Consultant I	\$135/hour
Senior Consultant II	\$150/hour
Senior Consultant III	\$170/hour
Senior Technical Analyst	\$165.00/hour
Technical Director (Original Scope, Amend. 1 & 2)	\$185.00/hour
Technical Director	\$220.00/hour

**Other Expenses:**

Subconsultant	Consultant's actual cost plus 10%
Direct Expenses (Including but not limited to reproductions, postage and delivery, travel)	Consultant's actual cost plus 10%
Mileage Reimbursement	Current IRS Rate plus 10%