

PlaceWorks, Inc.

Housing Element Update 2021-2029

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #4511

THIS THIRD AMENDMENT to that Agreement for Services #4511 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 PlaceWorks, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3 MacArthur Place, Suite 1100, Santa Ana, California 92707, and whose local address is 101 Parkshore Drive, Suite 215, Folsom, California 95630 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to provide assistance to its Planning and Building Department with the preparation of the Housing Element Update for 2021 through 2029 pursuant to Agreement for Services #4511, dated January 29, 2020, First Amendment to Agreement for Services #4511, dated July 21, 2021, and Second Amendment to Agreement for Services #4511, dated January 24, 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 augment the scope of work, amending **ARTICLE I, Scope of Work**, and adding Amended Exhibit D, Amended ADU Scope of Work, Task 19: Permit Ready ADU Plans, to incorporate additional subtasks required to see the ADU Plan Program through.

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$25,407, and to include an amended cost proposal for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit F**;

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 Third Amendment to Agreement for Service #4511 on the following terms and conditions:

- I. **ARTICLE I, Scope of Work**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Work: Consultant agrees to furnish personnel, equipment, and services necessary to assist in the preparation of the Housing Element Update for 2021

through 2029 and related housing strategies. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," and Amended Exhibit D, marked "Amended ADU Scope of Work", Task 19: Permit Ready ADU Plans incorporated herein and made by reference a part hereof.

Unless otherwise indicated, receipt of this executed Agreement is Consultant's Notice to Proceed with the work specified herein, with the exception of Task 18. A Notice to Proceed will be issued for Task 18 if County determines this work is required. No payment will be made for any work performed prior to the effective date of the Agreement.

This Agreement also includes a Project Contingency, as subsequently identified during the course of work under this Agreement by County's Contract Administrator, related to the Scope of Work as identified in Exhibit A and Amended Exhibit D "Amended ADU Scope of Work." The Project Contingency may supplement or modify the Scope of Work as identified in Exhibit A and Amended Exhibit D hereto. Project Contingency for the Scope of Work identified in Exhibit A may only supplement or modify the Scope of Work in Exhibit A. Project Contingency for the Amended ADU Scope of Work, Task 19: Permit Ready ADU Plans identified in Amended Exhibit D may only supplement or modify the Amended ADU Scope of Work in Amended Exhibit D hereto.

The specific services for the Project Contingency shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff and any necessary permits on a task-by-task basis. 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 any Project Contingency performed prior to approval.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 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.

All of the services included in this Article and Exhibit A and Amended Exhibit D "Amended ADU Scope of Work" are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County.

- 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 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 "Rate Schedule," and Exhibit E, marked "ADU Rate Schedule," both incorporated herein and made by reference a part hereof. The rates listed in Exhibit B and Exhibit E may be adjusted once annually with thirty (30) days advance written notice from Consultant to County's Contract Administrator and shall require written approval and acceptance by County's Director of Planning and Building prior to the new rates becoming effective. The rate increase shall not exceed three percent (3%) annually. Any rate increases authorized by County's Director of Planning and Building shall not increase the total not-to-exceed amount of the Agreement.

Reimbursement for mileage and/or travel (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) 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 and/or travel expenses are incurred. There shall be no markups allowed on mileage and/or travel expenses for Consultant.

Other direct costs, including overnight delivery charges and costs associated with the purchase of data from outside data sources, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this Third Amendment to the Agreement, for purposes of budgeting the Tasks in Exhibit A and Exhibit D "ADU Scope of Work," the billing amounts for each Task are identified in Exhibit C, marked "Cost Proposal" and Exhibit F, marked "ADU Cost Proposal," both 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 Exhibit C among the

various Scope of Work Tasks 1 through 17, Optional Task 18, Direct Costs, and Project Contingency identified therein, subject to County Contract Administrator's prior written approval. Consultant may also request to reallocate expenses among the various Scope of Work subtasks of Task 19 in Exhibit F "Cost Proposal," subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

For the period beginning with the effective date of this Third Amendment and continuing through the remaining term of the Agreement, for purposes of budgeting the Tasks in Exhibit A and Amended Exhibit D "ADU Scope of Work," the billing amounts for each Task are identified in Amended Exhibit F, marked "Amended ADU Cost Proposal," both 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 Exhibit C among the various Scope of Work Tasks 1 through 17, Optional Task 18, Direct Costs, and Project Contingency identified therein, subject to County Contract Administrator's prior written approval. Consultant may also request to reallocate expenses among the various Scope of Work subtasks of Task 19 in Amended Exhibit F 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 shall not exceed \$246,078, as amended, inclusive of all work of subconsultants, and all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Separate itemized invoices shall be submitted for Task 19. 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 M. Soto
Administrative Technician

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 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 #4511 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #4511 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

-- PLACEWORKS, INC. --

By: *Keith McCann* Dated: 09/29/2023
Keith McCann (Sep 29, 2023 08:39 PDT)

Robert Keith McCann
Chief Executive Officer
"Consultant"

By: *Keith McCann* Dated: 09/29/2023
Keith McCann (Sep 29, 2023 08:39 PDT)

Robert Keith McCann
Corporate Secretary

PlaceWorks, Inc.

Amended Exhibit D

**Amended ADU Scope of Work
Task 19: Permit Ready ADU Plans**

PROJECT SUMMARY

Consultant has been engaged by County for preparation of designs and drawings for a County-approved, Permit Ready Accessory Dwelling Unit (ADU) Plans program (Project) with various elevation options. As a result of changes to the California Building Code, Title 24, internal delays in the Project schedule, and the general passage of time, additional efforts and an increase in budget are required to complete the Project. The Project shall serve as the foundation for the implementation of County's housing strategy to develop, and offer free of charge, prototype plans for ADUs to reduce permit costs and encourage housing options affordable to lower income households.

TASK 19

PHASE 2: CONSTRUCTION DOCUMENTS AND PERMITTING

TASK 19.8.1 Address Non-Structural and Structural Comments Provided by Building Division and Title 24 Revisions

In addition to work provided under Task 19.8, Consultant shall address Non-Structural and Structural Comments provided by County's Building Division and shall revise construction documents to address Title 24 changes. Work under this subtask shall include:

- Updating plans and details for engineered lumber
- Addressing plan check comments - only notes
- Addressing Title 24 changes for Climate Zone (CZ)12
- Revising foundation designs to use reduced bearing capacity of one thousand (1,000) pounds per square foot for all spread and continuous foundations
- Updating all drawings and calculation code references from 2016 California Building Code to 2022 California Building Code
- Providing alternate design showing engineering lumber in lieu of solid sawn 2x and 4x roof and floor framing
- Providing additional design option to include minimal twenty (20) per square foot ground snow load for design of all framing members, in addition to previously designed one hundred (100) per square foot and sixty (60) per square foot framing schemes
- Providing Energy Pro Modeling with CZ12 and CZ16

Deliverable(s)

- The final revised deliverable shall be PDF files ready for printing as architectural drawings on 24" x 36" sheet

TASK 19.8.2 Multi-Orientation Title 24 Reports

In conjunction with subtask 19.8.2, Consultant shall assist County by producing one (1) Multi-Orientation Title 24 Report for CZ12 and one (1) Multi-Orientation Title 24 Report for CZ16. The Multi-Orientation Reports shall establish compliance values instead of worst-case scenario values to better prevent avoidable complications.

Deliverable(s):

- The two (2) Multi-Orientation Title 24 Reports shall be digitally submitted to the Calcerts database approved by the California Energy Commission and delivered to the County as reports on the plan set.

PROJECT CONTINGENCY

This item provides for unanticipated services or costs necessary to successfully complete the project. Services may include, but are not limited to:

- Additional Meetings
- Additional data collection or analysis
- Board requested tasks
- Additional Board presentations

Consultant shall not undertake any services under Project Contingency without the express written approval of County.

PROPOSED SCHEDULE

Consultant's proposed schedule for completion of the Project is four (4) weeks, but may be revised if necessary.

PlaceWorks, Inc.

Amended Exhibit F

Amended ADU Cost Proposal

Item	Cost
Task 19.1: Kick-Off Conference Call	\$ 3,040.00
Task 19.2: Project Management	\$ 10,919.63
Task 19.3: County Zoning and Code Research	\$ 8,010.00
Task 19.4: Building Industry Workshop	\$ 7,530.00
Task 19.5: ADU Program	\$ 5,420.00
Task 19.6: Architectural Schematic Floor Plans and Elevations	\$ 14,480.00
Task 19.7: Meeting with County	\$ 2,480.00
Task 19.8: Development of Construction Documents	\$ 35,450.84
Task 19.8.1: Address Late Non-Structural and Structural Comments Provided by Building Division and Title 24 Revisions	\$ 16,405.00
Task 19.8.2: Multi-Orientation Title 24 Report	\$ 12,020.00
Task 19.9: Permitting	\$ 7,137.71
Task 19.10: Architectural Renderings	\$ 6,279.53

Subtotal Task 19 \$ 129,172.71

Direct Cost/Reimbursable Expenses \$ 63.29

Task 19 Contingency \$ 2,980.00

Total Task 19 \$ 132,216.00

*All expenses and their distribution among Tasks and Subtasks are estimates only. 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 Tasks and Subtasks, Direct Costs, and Project Contingency identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded. Direct reimbursable expenses shall be billed at cost.