



268-S1311

**Agreement for Services 008D-A-12/13-BOS  
Between the  
County of El Dorado and ICF Jones & Stokes, Inc.**

**COUNTY FILE NUMBER PA12-0004**

---

**THIS AGREEMENT** made and entered 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. (an ICF International company hereinafter referred to as ICF) a corporation, duly qualified to conduct business in the State of California, whose principal place of business is 630 K Street, Suite 400, Sacramento, CA 95814 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist in the preparation of legally and technically adequate Environmental Impact Report (hereinafter referred to as "EIR") for the Village of Marble Valley development project located in the El Dorado Hills area of El Dorado County, California.

**WHEREAS**, Consultant has represented to County that it is specially trained; experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000; and

**WHEREAS**, both County and Consultant make this Agreement with full knowledge of the requirements of the California Environmental Quality Act (CEQA) of 1970 (Public Resources Code, §21000 et seq.) and the State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto, and County's General Plan amendment procedures.

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish the personnel and equipment necessary to provide services described in Exhibit A incorporated hereto and made by reference a part hereof. No work shall be completed prior to a letter to proceed being provided by the contract administrator or designee. Consultant acknowledges that the work is intended to result in a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date of execution thereof.

**ARTICLE III**

**Compensation for Services:**

- A. Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it as set forth under this Agreement are provided by the Applicant (Marble Valley, LLC) under a separate agreement between County and the Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by the Applicant under the terms of said separate agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from the Applicant.

- B. Subject to (A) above, for services provided herein, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoices(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be as follows:

<b>The Village of Marble Valley Specific Plan EIR</b>		
<b>Task</b>	<b>Description</b>	<b>Cost</b>
1.0	Project Initiation	\$ 2,331
2.0	Project Management and Meetings	\$ 13,288
3.0	Prepare Project Description and Notice of Preparation	\$ 14,904
4.0	Administrative Draft EIR	\$198,358
5.0	Public Draft EIR	\$ 22,731
6.0	Respond to Comments	\$ 29,526
7.0	Final EIR	\$ 12,384
8.0	Attend Public Meetings	\$ 4,766
9.0	Prepare Notice of Determination	\$ 309
10.0	Direct Expenses	\$ 2,790
	<b>TOTAL</b>	<b>\$301,387</b>

The total amount of this Agreement shall not exceed Three Hundred One Thousand Three Hundred Eighty Seven Dollars and 00/100 (**\$301,387.00**).

- C. Travel and/or mileage expenses, if applicable, shall be made in accordance with Exhibit B, "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof up to the not-to-exceed amount of the Agreement.

#### **ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE V**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to

County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof. The following additional provisions shall also apply:

- A. Conformity with Statutes, Decisions, Guidelines and Ordinances. The EIR shall be written in conformity with all applicable State statutes including but not limited to CEQA (Public Resources Code, §21000 et seq.), State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto as last amended, the Environmental Guidelines (objectives, criteria, and procedures required pursuant to CEQA) last adopted by County, and in the format presently prescribed by County. All subjects in the format shall be addressed even if only to state that there is no significant impact. The format may be expanded where necessary to address a subject in greater detail. Conformity with any relevant judicial decisions, guidelines, or ordinances is also required.
- B. Responsibility for Preparation. The EIR shall be prepared for County in fulfillment of the obligations of County as the public agency having responsibility for preparation of an EIR for the project. It is understood that Consultant shall prepare the EIR so as to be as accurate and objective as reasonably possible.
- C. Meetings to be Attended. Consultant shall attend such meetings as County staff determines will be necessary to complete Consultant's obligations under this Agreement, as specified in Exhibit A . Additional meetings shall be compensated as specified in any addendum to this Agreement entitled "Change Orders."
- D. Designation of Responsible Primary Contact. Consultant shall have a Responsible Primary Contact who shall be responsible for Consultant's obligations under this Agreement who shall serve as primary liaison between County and Consultant.

Consultant shall provide experienced and qualified personnel, to carry out the work to be performed by Consultant under this Agreement and shall be

responsible for and in full control of the work of such personnel. Consultant may retain subconsultants for data collection with the prior approval of County, and Consultant shall be responsible for and in full control of the work of such subconsultants. The Responsible Principal shall notify County when Consultant contacts, or is contacted by, Applicant, as well as the substantive nature of said contact.

- E. Relationship Between Parties: Work Standards. The parties to this Agreement agree that the relation created by, and for the duration of this Agreement is that of independent contractor. Consultant is not an agent or employee of County and, among other things, is not entitled to the benefits provided by County to its employees, including but not limited to workers' compensation insurance and unemployment insurance. County shall not provide office or other workspace for Consultant. Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of an EIR. Consultant assumes responsibility for the EIR being prepared in a professional manner. Consultant acknowledges that County is the ultimate authority, and must affect independent judgment as to the contents of the EIR and its adequacy. In the event of any disagreements between Consultant and County staff, subconsultants if any, the Applicant, or experts or other consultants retained by Applicant, Consultant shall immediately report such disagreement to the Development Services Director of County who shall have sole authority to decide and resolve all such disagreements. Nothing in this paragraph shall be deemed to negate, effect, or alter the independent contractor relationship between the parties to this Agreement.
- F. Materials and Equipment. Consultant shall furnish, at his/her/its own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of such equipment.

- G. County to Furnish Information Available. All information, data, records, and maps which are available in County records for performing Consultant's services as specified herein, shall be furnished by County to Consultant. Upon request of Consultant, County shall furnish the names and addresses of interested public agencies, but Consultant shall be responsible for all liaisons which may be made with these agencies, or other interested parties. Consultant shall be responsible for developing and obtaining any additional information reasonably required to complete the EIR.
- H. Correction of Errors. The correctness and completeness of any information furnished by Consultant shall be within the discretion of the Development Services Director. Consultant will perform any field work and will prepare any maps, charts, or data necessary to correct errors, omissions, discrepancies, deficiencies, or ambiguities in the EIR without additional compensation. Consultant will give immediate attention to these changes so that there will be no delay to County in meeting the schedule set forth in the work program and contract.
- I. Data Developed in Public Domain. All information, data, maps, charts, and studies developed by Consultant which are made a part of the Administrative Draft EIR, the Draft EIR or the Final EIR, are in the public domain and may be used by Consultant or County as property within the public domain. Consultant, by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft EIR, Draft EIR or Final EIR.
- J. Documents, Maps, and Photographs Developed are County Property. All original documents, maps, charts, photographs, and other material prepared by Consultant which are made a part of the Administrative Draft EIR, Draft EIR, or Final EIR shall be the property of County and shall be delivered to County prior to final payment.

**ARTICLE VI**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all 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 the Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

**ARTICLE VII**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

**ARTICLE VIII**

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

**ARTICLE IX**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other

similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

#### **ARTICLE X**

##### **Default, Termination, and Cancellation:**

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.



Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. 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.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. 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 contract. 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.

**ARTICLE XI**

**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 addressed as follows:

COUNTY OF EL DORADO  
DEVELOPMENT SERVICES DEPARTMENT  
2850 FAIRLANE COURT  
PLACERVILLE, CA 95667  
ATTN: ROGER P. TROUT, DEVELOPMENT SERVICES DIRECTOR

Or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

ICF JONES & STOKES, INC.  
630 K STREET, SUITE 400  
SACRAMENTO, CA 95814  
ATTN: MAGGIE TOWNSLEY

Or to such other location as the Consultant directs.

**ARTICLE XII**

**Indemnity:** The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subconsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

### **ARTICLE XIII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1)

year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  - 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

#### **ARTICLE XIV**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XV**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

**ARTICLE XVI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

**ARTICLE XVII**

**California Residency (Form 590):** All independent Consultants providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

**ARTICLE XVIII**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XIX**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Roger Trout, Director, Development Services Department or successor.

**ARTICLE XXI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXIII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXIV**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Roger Trout, Director  
Development Services Department

Dated: 10-25-12

**Requesting Department Head Concurrence:**

By:   
Roger Trout, Director  
Development Services Department

Dated: 10-25-12

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.



-- COUNTY OF EL DORADO --

Dated: 11/13/12  
By:   
**John R. Knight** Chair  
Board of Supervisors  
"County"

ATTEST:  
*James S. Mitrising*, Clerk  
of the Board of Supervisors

By:   
Deputy Clerk

Dated: 11/13/12

--CONSULTANT--

ICF jones & stokes, INC.  
(A CALIFORNIA CORPORATION)

By: Maggie Townsley  
Maggie Townsley  
Vice President  
"Consultant"

Dated: 10-24-12

By: Harold Klein  
Corporate Secretary

Dated: 10-24-12

(MLW)

(268-S1311)

## APPROACH AND METHODOLOGY

ICF has constructed a work plan that takes into consideration available information, including the studies and reports prepared for the Marble Valley property to date, while still providing the highest-level of quality to produce a legally defensible document. ICF is committed to working with El Dorado County (County) to further refine the cost proposal and/or schedule as necessary for the success of the project.

We are proposing Maggie Townsley to oversee the EIR process, provide strategy, and participate in County staff and public meetings, while Bonnie Chiu will provide day-to-day management of the ICF team and be the main point of contact for the County. This proven team arrangement provides several benefits including cost-savings and a hands-on approach by an attentive project manager. Our proposed team also includes ICF's in-house California Environmental Quality Act (CEQA) advisors and land use planners Megan Smith, Esq., Terry Rivasplata, AICP, and Sally Zeff, AICP. Our organizational chart follows below. The members of this leadership team have worked together for decades and will ensure that the County receives the highest-level of strategic and tactical assistance on the project.

ICF has prepared an achievable work plan that demonstrates a thorough understanding of the requirements for completion of The Village of Marble Valley Specific Plan EIR. We understand that the County would like to conduct the environmental review process in a timely manner, and we have consequently provided recommendations throughout the work plan to help expedite the schedule.

In order to ensure an expedient and efficient kickoff to the EIR, ICF will prepare a Marble Valley Specific Plan EIR Data Needs Tracking Matrix ahead of the kickoff meeting, based upon existing data provided by the applicant to the County for the properties and other reports. This matrix will foster an aggressive start to the project and allow County staff to begin compiling data immediately.

To further streamline the EIR schedule, we propose submittal of the draft EIR sections in small batches, which we refer to as the staggered submittal method. This concept is based on submitting the sections that can be prepared early in the process and without the need for lengthy technical studies in advance of the sections that require more time. This form of submittal works best when the majority of review time is provided in the first review cycle (administrative draft) and the focus is placed on only the revisions in the second cycle (screencheck draft).

ICF also understands that the EIR process and the Specific Plan process are intended to run concurrently. The technical analyses will be used for both documents, and the preliminary assessment of alternatives will be used to structure solutions in the Specific Plan. ICF intends to collaborate with County staff throughout this iterative process, employing our proven methodologies detailed in our Scope of Work to build consensus, credibility, and legal defensibility into the EIR process and the documents themselves.

Based on our experience preparing complex EIRs under aggressive schedules, we have included recommendations in several areas of our Scope of Work that will facilitate the completion of the project within the desired timeframe.



**Organizational Chart**

ICF is a full-service environmental consulting firm with a long history of working on development projects in the Sacramento region. We propose a team of dedicated professionals, with development experience coupled with CEQA expertise, that is familiar with local issues and have the capacity to provide the County with quality time and effort.

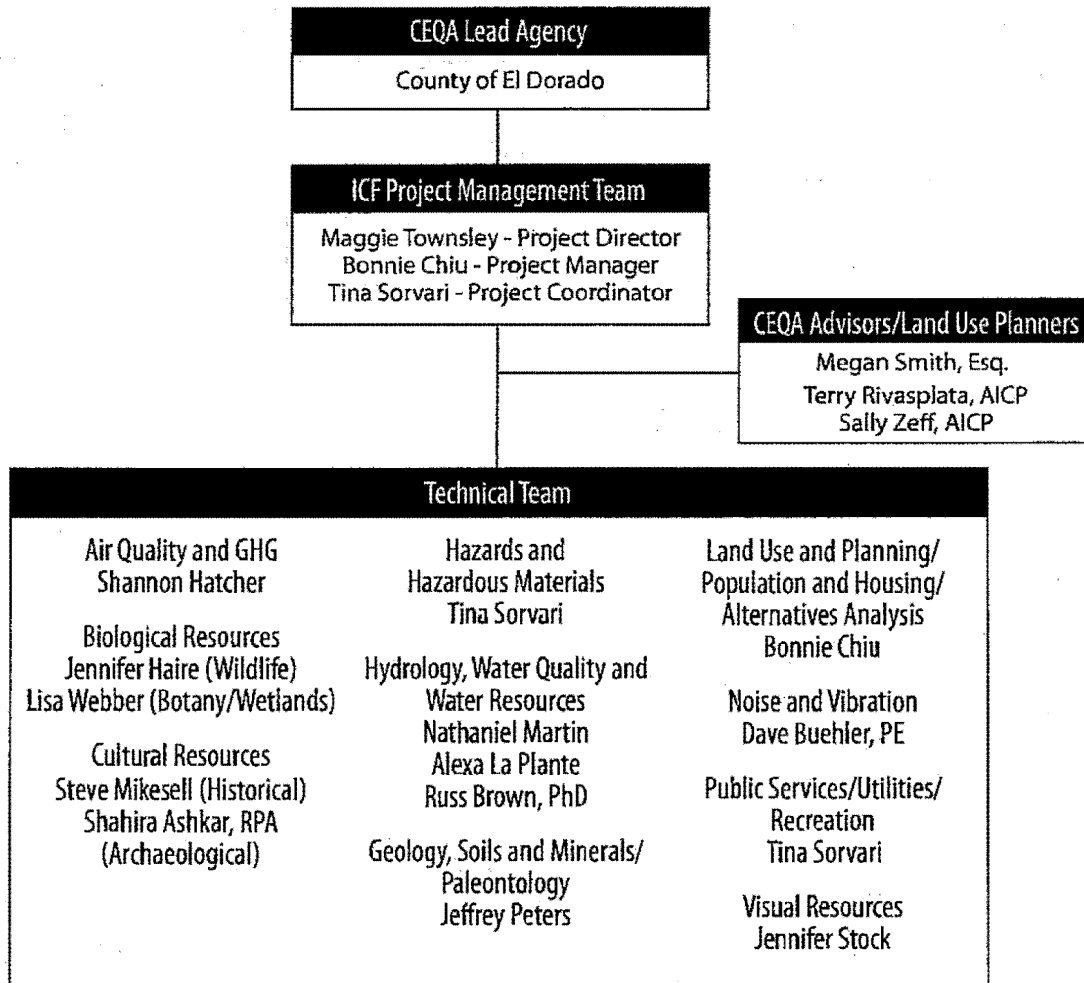


Figure 1. Proposed Team Organization

## PROJECT UNDERSTANDING

The applicant (i.e., Marble Valley Company, LLC) proposes re-entitlement of a 2,341-acre site on the western slope of El Dorado County, where the 398-lot Marble Valley Master Plan was previously approved by the El Dorado County Board of Supervisors in 1998. The proposed development would encompass a mixed-used community integrating housing with commercial, retail, private and public uses on site. The project includes a special project theme that focuses on vineyard landscapes.

Specifically, The Village of Marble Valley development proposes the following land uses:

- Vineyards (40 acres)
- Parks and Open Space (1,346 acres)
- Civic, Commercial and Other Uses (86 acres)
- Roads (72 acres)
- Residential (approximate range of 2,307 to 3,236 dwelling units DU's on 797 acres)
  - ☐ High Density Residential (0.2 – 3.0 DU/ac): 211 – 331 DU's
  - ☐ High Density Residential (2.5 – 5.0 DU/ac): 1,239 – 1,645 DU's
  - ☐ High Density Residential (5 – 12 DU/ac): 523 – 758 DU's
  - ☐ Multi-Family Residential (8 – 24 DU/ac): 334 – 502 DU's

The following key project highlights are adapted from The Village of Marble Valley Briefing Book (May 2011):

- **Marble Valley Center for the Arts**—a 21-acre site adjacent to the future Marble Valley Parkway at the entrance to the community, which was dedicated to the Marble Valley Center for the Arts
- **The Vineyards**—vineyard blocks planned throughout the project
- **The Lake at Marble Valley Park**—a 20-acre public lake park that was a former limestone quarry with a 10-acre water surface
- **The Village Center**—a 9-acre neighborhood retail site
- **The Monolith**—the 25-foot tall needle-like limestone monolith and the quarry floor surrounding the Monolith will be preserved and may serve as a private event and activity complex
- **The Wine Center**—the project site may accommodate a wine country gateway center due to its strategic location within the County on U.S. 50
- **Sales and Information and Owners' Association**—a sales and information center would provide public information about the community and sales and marketing brochures to interested guests, and may also become home to The Village of Marble Valley Owners' Association
- **The Marble Valley Historic Park**—this historic park would provide access to an area known as the Frenchman's Camp and includes historic features related to the limestone quarry operations in Marble Valley's early history. These historic features could be preserved and restored into an interpretive walking park for the community. The Park may be a controlled site to protect its historic integrity and may include formal docent tours capturing the local and regional history.
- **Schools**—two school sites, each approximately 10 acres in size, are proposed in the northern portion of the community, with direct access to future Marble Valley Parkway; the schools have been strategically sited to allow for joint use between the school and community services districts.

- **The Residences**—a diverse range of housing is proposed, including conventional single family production lots, custom and semi-custom lots, and higher density residential products; all housing located within the community will be designed to avoid as many natural resources as possible and integrate with the site's native features.

In preparation of this scope of work, ICF has reviewed various documents related to The Village of Marble Valley. The following documents were made available to ICF in preparation of this scope of work and will become the foundation for existing documents utilized for EIR preparation.

- Cultural Resources Evaluation of the Marble Valley Property
- Hydrologic Analysis and Preliminary Geotechnical Report, Addendum A Soil Investigation
- Marble Valley Site Assessment (Final)
- Cultural Resources Evaluation of a 120-acre parcel Located south of the intersection of US Highway 50 and Cambridge Road
- Biological Assessment
- Preliminary Geologic and Geotechnical Study
- Interim Soil Remediation Report
- Soil Remediation Plan
- Geotechnical Study
- Draft Report of Bioremediation of Hydrocarbon-affected Soil
- Phase I Hydrogeologic Investigation
- Phase II Hydrogeologic Investigation
- History of Environmental Site Assessments and Remediation Work Performed at the Marble Valley North Quarry Site
- Phase II Hydrogeologic Investigation
- Geotechnical Engineering Slope Stability Study
- Strategy for the Systematic Mitigation of Adverse Impacts to Cultural Resources of Significance, or Potential Significance, within the Confines of the Approximately 2,300 acre Marble Valley Property
- Cultural Resources Inventory for the Marble Valley Development Off-Site Utilities and Road Extension
- Supplemental Inventory and Evaluation of Cultural Resources
- Revised Draft EIR
- Revised Draft EIR, Technical Appendices
- Site Assessment and Site Survey for California Red-Legged Frog
- Final EIR Technical Appendices
- Final EIR Responses to Comments
- CEQA Findings of Fact and Statement of Overriding Considerations
- Preliminary Engineering Geology Report
- Special Status Plant Survey (Draft)
- California Red-Legged Frog Survey
- Response to California Red-Legged Frog Survey
- Elderberry Survey (Draft)
- NCIC Cultural Records Search
- Special Status Fish Assessment
- Wetland Delineation (39.719 acres)



- Wetland Delineation, Revised (39.675 acres)
- Jurisdictional Determination (March 27, 2007)
- Preliminary Jurisdictional Delineation (August 28, 2012)

The Village of Marble Valley Specific Plan EIR will analyze the proposed developments and changes in density as well as the associated local approvals, including adoption of a general plan amendment, specific plan, rezone, development agreement, financial plan, and tentative and final subdivision maps.

## SCOPE OF WORK

### Task 1. Project Initiation

#### 1.1 Kickoff Meeting

Following contract initiation, ICF's project director and project manager will meet with County Development Services staff to:

- Discuss existing information and background data, including development plan application and known data gaps
- Confirm scope of work and discuss revisions, if any
- Discuss overall project schedule and EIR schedule
- Establish communication protocols between the County, Marble Valley Company and its consultants, ICF, and the public

It will be important to establish the appropriate communication protocols at the initiation of the project. Following the meeting, ICF will prepare a memo summarizing the results of the kickoff meeting, a finalized detailed schedule, and a tracking table of data gaps.

#### Deliverables

- Summary of meeting notes from kickoff meeting (electronic format)
- Detailed working schedule (MS Project format, unless requested otherwise)
- Matrix of existing data and data gaps

### Task 2. Project Management and Meetings

This scope of work includes preparation for and attendance by ICF's project management team at meetings, and ongoing project management, coordination, and correspondence with County staff.

#### Deliverables

- Monthly invoice reports with progress summaries

### Task 3. Prepare Project Description and Notice of Preparation

#### 3.1 Project Description

ICF will prepare the project description for the EIR, based on a review all application materials submitted by the applicant. The project description will contain all the requirements listed in section 15124 of the State CEQA Guidelines as provided below. The draft project description will be submitted to the County for review. Upon receipt of comments, ICF will incorporate the addressed comments and finalize the project description. The final project description will be attached to the Notice of Preparation (NOP) and used for Draft EIR project impact analysis.



**15124. Project Description**

*The description of the project shall contain the following information but should not supply extensive detail beyond that needed for evaluation and review of the environmental impact.*

- a) *The precise location and boundaries of the proposed project shall be shown on a detailed map, preferably topographic. The location of the project shall also appear on a regional map.*
- b) *A statement of objectives sought by the proposed project. A clearly written statement of objectives will help the lead agency develop a reasonable range of alternatives to evaluate in the EIR and will aid the decision makers in preparing findings or a statement of overriding considerations, if necessary. The statement of objectives should include the underlying purpose of the project.*
- c) *A general description of the project's technical, economic, and environmental characteristics, considering the principal engineering proposals if any and supporting public service facilities.*
- d) *A statement briefly describing the intended uses of the EIR.*
  - (1) *This statement shall include, to the extent that the information is known to the Lead Agency,*
    - (A) *A list of the agencies that are expected to use the EIR in their decision-making, and*
    - (B) *A list of permits and other approvals required to implement the project.*
    - (C) *A list of related environmental review and consultation requirements required by federal, state, or local laws, regulations, or policies. To the fullest extent possible, the lead agency should integrate CEQA review with these related environmental review and consultation requirements.*

ICF will prepare a draft project description for review by the County. Following review and comment, ICF will prepare the final project description on which the EIR will be based. Once the impact analysis has begun, significant changes in the project description made after initiation of the impact analysis may require additional work.

### 3.2 Notice of Preparation

ICF will prepare the NOP for distribution, which will include a brief announcement regarding the 30-day public review period and a description of the proposed project. The NOP will not include an Initial Study. ICF will deliver 15 copies of the NOP and one copy of the Notice of Completion form to the State Clearinghouse, and will submit an additional 15 copies to the County for additional distribution.

CEQA allows the Lead Agency to skip the Initial Study when it is determined an EIR is the appropriate environmental document (Section 15060(d)). ICF recommends skipping the Initial Study process, issuing the NOP, and starting immediately on the EIR. This will save time and costs and use the EIR to provide sufficient analysis to rule out impacts on resources that would have otherwise been eliminated in the Initial Study.

### 3.3 Public Scoping Meeting

Because the project will be of area-wide significance, a scoping meeting is required pursuant to Section 15082(c)(1) of the CEQA Guidelines. ICF will work with the County to facilitate a scoping meeting to solicit public input on the scope of the EIR. We will work with County staff to determine the most appropriate format for the scoping meeting (e.g., open house or community presentation) and prepare all materials necessary for the scoping meeting (PowerPoint Presentation, comment cards, sign-in sheets, handouts, poster boards). ICF's project manager and applicable technical staff will be available to present project information, as well as information regarding the environmental process. We will facilitate public comments from the audience and provide a meeting summary to the County following the scoping meeting. We have budgeted 8 hours for any such assistance. Please note that no direct expenses (e.g., for newspaper notices) have been budgeted for this task and any supplemental materials would be delivered electronically.

#### Deliverables

- Draft project description (MS Word and PDF format via electronic mail)
- Revised project description (MS Word and PDF format via electronic mail)
- Draft NOP (MS Word and PDF format via electronic mail)
- Final NOP (MS Word and PDF format via electronic mail and 30 hard copies)
- Summary of public comments from scoping meeting (MS Word via electronic mail)

### Task 4. Administrative Draft EIR

ICF will prepare the administrative draft EIR in compliance with requirements of CEQA and the County. Where relevant, the impacts and mitigation measures will be identified based on the "phases" or sub areas described in the project description.

After each author finishes a resource section, the section will be reviewed by a senior technical specialist, the project manager, and will be given a final QA/QC review by our ICF in-house CEQA experts, Terry Rivasplata and Sally Zeff. Prior to submitting the administrative draft EIR to the County, all sections will undergo editing and formatting by our team of editing staff.

Although several EIR sections are dependent upon the completion of technical studies or other sections (e.g., air quality and noise analyses), there are several EIR sections that can be initiated immediately after the EIR kick-off, resulting in schedule efficiencies. This allows for a staggered group submittal method that provides several benefits over the standard submittal method and which has been successfully used for several of our recent EIRs.

Because specific sections will be ready well in advance of others, ICF proposes using a staggered submittal schedule which will help expedite the schedule.

Each resource section will contain a concise description of the methodology used in the analysis and the thresholds of significance used to determine whether an impact is significant. Thresholds of significance will be based on Appendix G of the CEQA Guidelines, County standards, and any applicable agency standards. The methodology for development of mitigation measures will also be described.

### ***Executive Summary***

The executive summary of the EIR is required by CEQA. Very often, the executive summary consists of repetition of the project description and a table of impacts and mitigation measures. While satisfying the requirements of CEQA, this type of executive summary is not very helpful to the lay reader, even those who are highly educated and aware. We propose to prepare an executive summary that meets the requirements of CEQA but is written as a true summary of EIR findings.

The details of the exact wording of the impacts and mitigation measures presented in the EIR will be presented in table format and will be placed at the end of the executive summary. The body of the chapter will contain a concise, clearly written summary of the proposed project's elements, the alternatives analyzed, and the findings of the EIR.

### ***Introduction***

This chapter of the EIR will include a discussion of the purpose and requirements of CEQA, the purpose and requirements for an EIR, and the scope of the EIR. It will also provide a summary of the proposed project, including the proposed The Village of Marble Valley Specific Plan, and a brief description of the history (e.g., previous entitlement of the 398-lot Marble Valley Master Plan in 1998 and its associated environmental documents).

In addition, the introduction chapter will identify lead, responsible, and trustee agencies and their role in the project approval. It will include summary of all NOP comments and a brief summary of the issues raised in comment letters. Furthermore, it will describe the public review and participation process for the EIR, as required by CEQA. It will also list the document's organization by section.

### ***Project Description***

The project description prepared under Task 3 will be used for this chapter. The study area for the EIR, which will include any affected off-site areas as a result of required improvements, will be defined in text and depicted graphically in this chapter.

## ***Air Quality***

The air quality analysis will focus on the criteria pollutants of greatest concern in the Mountain Counties Air Basin (MCAB) that will be generated by construction and operation of the proposed project. Those pollutants include ozone precursor (reactive organic gases [ROGs] and oxides of nitrogen [NO<sub>x</sub>]), carbon monoxide (CO), and inhalable particulate matter (PM<sub>10</sub> and PM<sub>2.5</sub>). ICF air quality specialists will prepare an air quality analysis describing existing air quality conditions, the project's air quality impacts, and mitigation measures, including those recommended and required by the El Dorado County Air Pollution Control District (EDCAPCD), designed to reduce the significance of identified project-related air quality impacts.

In the project setting section, ICF will describe the existing environmental conditions and the current air quality regulatory environment as it applies to this project. We will summarize meteorological and climatological data for the project study area, as well as localized conditions in the vicinity of the proposed project using data collected by the EDCAPCD and the California Air Resources Board (ARB). The pollutants of concern in the proposed project area and their known health effects will also be described. The existing state and federal ambient air quality standards; the region's attainment status with regard to those standards; and a discussion of applicable air quality goals, policies, and attainment plans of state and local agencies, including the region's most recent air quality plans, will be summarized. We will also describe the general locations of existing sensitive receptors in the project vicinity.

In the project impacts section, ICF will identify significant impacts using the EDCAPCD's adopted thresholds of significance, Guide to Air Quality Assessment. We will describe the air quality thresholds used to identify significant impacts based on the EDCAPCD's Guide to Air Quality Assessment guidance document, as well as the methodology used to estimate project-related emission impacts. We will present a comparison of project emissions and impacts between the various alternatives.

ICF will quantify construction emissions and evaluate resulting potential impacts associated with the proposed project. Project construction activities would involve the use of off-road construction equipment and on-road trucks. Because these sources would primarily use diesel fuel, they would generate emissions of diesel exhaust in the form of ROG, CO, NO<sub>x</sub>, SO<sub>x</sub>, PM<sub>10</sub> and PM<sub>2.5</sub>. In addition, off-road construction equipment traveling over unpaved surfaces and performing earthmoving activities such as demolition, site clearing, or grading would generate fugitive dust emissions in the form of PM<sub>10</sub> and PM<sub>2.5</sub>. Worker commute trips would generate vehicle exhaust and paved road dust emissions. Coating and paving activities would generate VOC emissions. Emissions will be quantified using the URBEMIS2007/CalEEMod emissions models and construction data (i.e., anticipated construction schedule and equipment) provided by the project applicant. The analysis of construction impacts will also address construction-related mitigation measures required by the EDCAPCD, including adherence to EDCAPCD Rules and Regulations.

Peak daily construction emissions will be quantified for comparison to local emission thresholds adopted by the EDCAPCD. Emissions will first be calculated for the individual construction activities. Peak daily emissions will then be determined by summing emissions from overlapping construction activities as indicated by a project construction schedule. Equipment usage and scheduling data will be used to calculate emissions for the proposed construction activities.

ICF will use the traffic data from the transportation and circulation analysis (i.e., trip generation rates) and the URBEMIS2007/CalEEMod emissions models to estimate operational emissions of ROG, NO<sub>x</sub>, CO, PM10, and PM2.5 from project-related vehicle emissions. Motor vehicle emission estimates will be based on motor vehicle activity (number of trips, trip length) data provided by the traffic analysis prepared by the project transportation engineer. Operational emissions associated with area sources (i.e., architectural coatings, landscaping activities, commercial space and water heating, and consumer products) will also be estimated with the URBEMIS2007/CalEEMod emissions models. Fugitive emissions of ethanol from proposed winery operations will be estimated using methodology and guidance developed by the ARB and U.S. Environmental Protection Agency. Estimated peak daily operational emissions will be quantified for comparison to applicable EDCAPCD emission thresholds.

For the assessment of CO impacts, ICF will review data from the traffic impact assessment to determine the need for localized CO modeling, based on methodology contained in the *Caltrans Transportation Project-Level Carbon Monoxide Protocol*. We will use the CALINE4 model and the latest version of ARB emission factors (EMFAC2007/EMFAC2011) to estimate CO concentrations at key intersections analyzed in the transportation and circulation analysis. CO concentrations at up to five (5) intersections within the project area will be evaluated under all project conditions. CO impacts will be assessed by evaluating whether the proposed project meets the ambient air quality requirements for localized pollutants by determining whether it causes or contributes to an exceedance of state or federal CO standards.

We will qualitatively evaluate the potential for adverse health risks associated with exposure of existing sensitive receptors to exhaust emissions from construction activities using methodologies recommended in the EDCAPCD's Guide to Air Quality Assessment and based on consultation with EDCAPCD staff. In addition, we will qualitatively evaluate the potential for adverse health risks resulting from exposure of new sensitive receptors to motor vehicle exhaust from US 50 based on consultation with EDCAPCD staff. In the event that consultation with EDCAPCD staff indicates that a quantitative assessment of health risks is necessary, we will modify our scope of work to reflect the additional analyses.

Based on available data, it is anticipated that the project area is located in an area likely to contain naturally occurring asbestos (NOA). Our staff geologists will review available geotechnical studies prepared by the applicant, and conduct a records search of published data to determine the likelihood of the presence of NOA at the project site. If NOA is likely to be found, we will identify mitigation measures, if available and appropriate, to augment the EDCAPCD's fugitive dust and asbestos hazard mitigation requirements (EDCAPCD Rule 223) to reduce short-term and long-term exposure of nearby sensitive receptors to airborne NOA exposure.

Where significant impacts are identified, ICF will identify mitigation measures to reduce the significance of project-related impacts, where feasible.

### **Biological Resources**

The following scope of work for biological resources is based on our understanding of the project and our experience in the region. A wetland delineation, botanical survey, special-status fish assessment, elderberry survey, and California red-legged frog surveys have been conducted for the proposed project. Because these surveys were conducted more than 5 years



ago, general and focused surveys will need to be repeated or updated, as specified in the Scope of Work under Task 4. ICF understands that the applicant has retained ECORP Consulting, Inc. (ECORP) to conduct biological resources surveys necessary to support the CEQA document. This scope assumes that ECORP will provide the updated survey results and technical study to ICF for preparation of the biological resources setting section and impact analysis in the EIR.

The ICF biological team, consisting of a botanist/wetland ecologist, wildlife biologist, and fisheries biologist, will review existing and available information pertaining to the project area, including searches of the California Natural Diversity Database, California Native Plant Society's (CNPS's) Inventory of Rare and Endangered Plants of California, U.S. Fish and Wildlife Service (USFWS) species list, and previously prepared technical reports for the proposed project. Based on the database searches, ICF will develop tables of potential special status species to occur in the project area and fill in using the information from the applicant's biologist. Specific information needed includes the rationale for a species to potentially occur in the project area, based on existing and available information and updated surveys.

The ICF biological team will conduct reconnaissance field surveys to verify the project area issues, confirm mapping of resources, and analyze the existing data to support preparation of the project-level analysis for the Biological Resource chapter of the EIR. The biological survey area will consist of the proposed project construction area and a 250-foot buffer around this area, where biological resources could be indirectly affected by the proposed project.

The approved jurisdictional determination (JD) from the U.S. Army Corps of Engineers (USACE) for this project is valid for a period of up to five years. Because the original JD is dated March 27, 2007, and expired on March 27, 2012, the applicant requested re-verification of the JD. On August 28, 2012, the USACE signed a preliminary JD. The approved preliminary JD map (dated August 28, 2012) will be reviewed by the botanist/wetland ecologist as part of the reconnaissance surveys. If minor revisions are required, the botanist/wetland ecologist will map the changes in the field and add these data to the verified map for the purpose of calculating project impacts for the EIR. We assume that the preliminary JD will vary only in minor details, if at all, from current conditions.

Surveys for special-status plant species in the project area were conducted in 2005. Because these surveys are nearly seven years old, new surveys will be necessary prior to project construction in order to be acceptable to the USFWS for an assessment of potential impacts on federally listed plants. The DFG would also recommend more recent survey data for state- and CNPS-listed species. The conclusions for a recent survey of part of the project area for Brandegeë's clarkia, a CNPS List 1B.2 species, have not yet been provided to ICF, but the preliminary result was that the Clarkia species found on-site was not Brandegeë's clarkia. ECORP will conduct updated surveys and confirm the clarkia identification under a separate contract. ICF botanists will use the results of the updated surveys and identification of the clarkia species for the impact analysis in the EIR. The EIR will include mitigation measures to avoid, reduce, and/or compensate for impacts if any special-status plants are found in the project area. Because surveys should be timed to correspond with obtaining permits and the estimated start of construction, we recommend timing the updated surveys and EIR within two years of the construction window.

Surveys in accordance with USFWS guidelines for valley elderberry longhorn beetle and California red-legged frog are valid for a period of 2 years and 5 years, respectively. Because these surveys were conducted in 2005, they would need to be conducted again to be valid. Furthermore, the California red-legged frog surveys were conducted according to guidelines that were replaced with revised guidance in 2005. Valley elderberry longhorn beetle and California red-legged frog surveys should be timed to correspond with obtaining permits and the estimated start of construction. We understand that ECORP biologists have conducted surveys for valley elderberry longhorn beetle and California red-legged frog in accordance with USFWS guidelines under a separate contract. We also understand that ECORP will also conduct general surveys to determine the suitability of habitat for other special-status wildlife species. This information will be provided to ICF for use in the EIR.

Impacts to Oak Woodlands shall be evaluated for consistency with General Plan Policies 7.4.4.4, 7.4.4.5, and 7.4.5.2, which govern the removal of oak trees within El Dorado County. Specifically, Policy 7.4.4.4 contains two options to mitigate for the loss of oak woodlands: 1) Option A requires conformance to on-site tree canopy retention and replacement standards; and 2) Option B provides for in-lieu payment of mitigation fees in accordance with the Oak Woodland Management Plan (OWMP), which was adopted in May 6, 2008. With the recent invalidation of the OWMP as a result of the Third District Court of Appeals ruling in the case of *Center for Sierra Nevada Conservation v. County of El Dorado*, mitigation via in-lieu fee payment (Option B) is not available. It is anticipated that the County will adopt a new mitigation program as an alternative to retention of oaks as directed by General Plan Policy 7.4.2.8 and Measure CO-M. Although there are feasible and reasonable mitigation measures that may be available and suitable to address project impacts associated with the removal of oaks, the base analysis and methodology shall maintain consistency with the standards of General Plan Policy 7.4.4.4 Option A.

The Biological Resources chapter of the EIR will include a setting section that describes waters of the United States (including wetlands), and the special-status plants, wildlife, and fish documented or with suitable habitat in the project area. We assume that the applicant will provide digital files of any available resource maps (i.e., wetland delineation, special-status species maps, etc.) for use in preparation of the EIR. This section will also contain a regulatory subsection that discusses the project's consistency with local, state, and federal policies and regulations.

The Biological Resources chapter of the EIR will also include an impact analysis section that identifies clear significance criteria and thresholds. This section will also include a project-specific evaluation of potential impacts from the proposed project. After potential impacts are identified, the biologists will develop feasible mitigation measures that would be acceptable by the agencies and required as conditions of state and federal permits.

### **Cultural Resources**

The following scope of work for cultural resources is based on our understanding of the project and our experience in the region. ICF has reviewed the existing documentation of cultural resources work conducted for the project area over the past nearly 25 years. The last survey of the project area was conducted in 1997 and the last records search in 2005. The 2005 records search did not indicate that a survey was necessary. However, since 15 years have passed

since the area was last examined, ICF recommends that a partial survey be conducted in conjunction with an examination of the recorded archaeological sites on the property.

A review of the existing studies indicates that all known sites that would require subsurface testing have been tested. All sites have been evaluated and mitigation has been proposed. However, these evaluations reflect outdated significance criteria and do not include NRHP evaluations. ICF recommends revising the evaluations to address current conditions, up-to-date significance criteria, and to include NRHP evaluations. Based on these evaluations, ICF recommends preparing new mitigation proposals to be negotiated with SHPO.

ICF understands that Marble Valley Company's cultural resources consultant, ECORP will conduct all necessary surveys to meet the requirements of CEQA, and if necessary, Section 106 of the National Historic Preservation Act (NHPA). This scope of work also assumes that ECORP will provide its survey results and technical study to ICF for preparation of the cultural resources setting section and impact analysis in the EIR. ICF also understands ECORP will provide Section 106 permit-related services on behalf of the project.

An ICF archaeologist and architectural historian will review the ECORP cultural resources study and attend a one-day field visit with ECORP cultural staff to verify the resources and the project area. Based on the inventory of the area of potential effect (APE) and the recording and evaluation of the resources conducted by ECORP, ICF will prepare the cultural resources section of the EIR. This section will include a regulatory setting, a condensed cultural context, a summary of the methods and results of the previous studies, an evaluation of the impacts on cultural resources and proposed mitigation to reduce these impacts to a less than significant level, where possible.

#### **Assist with SB 18 (2004) Consultation**

Because this project involves a proposed specific plan for The Village of Marble Valley, it will be necessary to comply with Senate Bill 18 (2004) (Government Code Section 65352), which involves Native American tribes in the planning process. ICF will contact the NAHC and request a list of Native American representatives for SB 18 consultation. ICF will draft text for letters to be sent by the County and facilitate consultation as necessary.

#### ***Geology, Soils, Minerals, and Paleontology***

Geologic and soil issues associated with the project are anticipated to be minimal due to the low severity of seismic events and low probability of seismic activity in the project area vicinity. Nonetheless, per the Appendix G State CEQA Guidelines, all geologic, soils, seismic, mineral, and paleontological resources that may be affected by the proposed project will be discussed. Geologic and soil issues may include earthquake-induced ground shaking from distant active faults; liquefaction and other related hazards; soil erosion; and soil shrink-swell behavior, compaction, infiltration and runoff potential. Paleontology issues may include the potential presence of fossils in limestone in the project area. Sources expected to be used to analyze any potential impacts include geotechnical and soils reports (Lowry & Associates 1991; Youngdahl Associates 1994; Wallace Kuhl Associates 2000), published literature from the U.S. Geological Survey, the California Geological Survey, and the USDA Natural Resources Conservation Service. We assume that a site-specific geotechnical evaluation of the proposed project area



will be required and that the project applicant will provide the geotechnical study for the proposed project area to ICF.

The setting section of the EIR will provide a description of geologic, topographic, soil, seismic, and paleontological conditions and constraints at the proposed project area for the topics listed above. Geologic, soil, and mineral content information will be drawn heavily from previously published reports. Impact assessment will be based on the findings of the relevant literature and map searches, identification of potential mineral sources affected, presence of naturally occurring asbestos (NOA), as well as the geotechnical report. The potential impacts associated with NOA will be addressed in the Air Quality chapter, and cross-referenced in this chapter. Significance criteria will be drawn from the environmental checklist criteria. Based on the outcome of the impact analysis, mitigation measures will be prescribed for incorporation in the final project design.

### ***Greenhouse Gas Emissions***

ICF will prepare an analysis of greenhouse gas and climate change impacts associated with construction and operation of the proposed project. The greenhouse gas and climate change analysis will describe existing environmental and regulatory climate change quality conditions, followed by an analysis of the project's construction and operational impacts. The climate change analysis will focus on the greenhouse gases (GHG) of greatest concern, including carbon dioxide, (CO<sub>2</sub>), methane (CH<sub>4</sub>) and nitrous oxide (N<sub>2</sub>O) that will be generated by construction and operation of the proposed project. The analysis will describe existing conditions, the project's impacts to climate change, impacts to the project resulting from climate change, and mitigation measures designed to reduce the significance of project-related climate change impacts.

In the project setting section, ICF will describe the key concepts of climate change, the GHGs of greatest concern and their contribution towards climate change, and the current climate change regulatory environment as it applies to this project. We will also summarize existing GHG levels in the project area.

In the project impacts section, ICF will evaluate the project's contribution towards climate change, as well as the effects of climate change on the project. Currently, neither the County of El Dorado nor the SMAQMD have identified a threshold of significance to evaluate climate change impacts. Consequently, we will coordinate with County and EDCAPCD staff to identify appropriate thresholds with which to evaluate impacts related to climate change. Because the State CEQA Guidelines allow lead agencies to "consider thresholds of significance previously adopted or recommended by other public agencies or recommended by experts, provided the decision of the lead agency to adopt such thresholds is supported by substantial evidence," we will evaluate thresholds already adopted by other public agencies, such as the Bay Area Air Quality Management District, Mojave Desert Air Quality Management District, and San Joaquin Valley Air Pollution Control District, in addition to draft guidance recommended by public agencies, such as the SMAQMD, County of Sacramento, San Luis Obispo Air Pollution Control District, and South Coast Air Quality Management District. It is anticipated that potential thresholds could include whether the proposed project would impede the State's ability to meet the reduction targets contained in AB 32 or whether the project would achieve a 29% reduction in emissions compared to business-as-usual (the reductions required to meet AB 32's GHG



emissions target of 1990 levels by 2020). Based on the thresholds of significance ultimately selected based on consultation with County and EDCAPCD staff, we will identify whether project-related construction and operational emissions would contribute to a significant impact relating to climate change.

ICF will quantify construction-related GHG emissions resulting from on- and off-road fuel combustion using the URBEMIS2007/CalEEMod emissions models, and other accepted protocols (i.e., California Climate Action Registry's [CCAR] *General Reporting Protocol*, California Air Pollution Control Officer's Association's [CAPCOA] *Quantifying Greenhouse Gas Mitigation Measures*, etc.) and construction data (i.e., anticipated construction schedule and equipment) provided by the project applicant.

ICF will quantify direct and indirect GHG emissions related to project operations. GHG emissions related to motor vehicle activity will be estimated from motor vehicle activity (number of trips, trip length) data estimated by the traffic analysis prepared by the project transportation engineer and the URBEMIS2007/CalEEMod emissions models, as well as other accepted protocols. GHG emissions associated with building energy consumption (electricity and natural gas), water consumption and embodied emissions, waste water, and waste generation will be estimated based on consumption and generation data provided by the County and emission factor data from the CalEEMod emissions model, data from the Sustainable Systems Integration Model (SSIM) conducted for the project, CAPCOA guidance, and other accepted protocols (CCAR, California Energy Commission [CEC], etc.). Where specific data is not available from the applicant, we will use default values based on other accepted protocols, models, and sources. These may include data from the CalEEMod emissions model, SSIM model, CAPCOA guidance, Residential Energy Consumption Survey, CCAR, etc. In addition, we will evaluate changes in GHG stock and sequestration associated with land use changes resulting from project implementation.

For the impacts discussion, operational greenhouse gas emissions will be compared to the significance thresholds identified based on consultation with EDCAPCD and County staff. In the event that emissions exceed the identified threshold of significance, mitigation measures will be developed and quantified to the extent feasible to address identified potential impacts. Mitigation measures could include such measures as energy efficiency requirements beyond regulatory requirements (e.g. Title 24), smart meters and programmable thermostats, potential on-site provision of renewable energy in the form of solar water heaters, solar installations, or solar-ready capabilities, cool roofs, enhanced waste recycling, purchase of offsets, contributions to enhance transit service, additional water conservation measure, or other measures.

Pursuant to SB 375, streamlined CEQA review and analysis is available to Transit Priority Projects (TPPs) and residential or mixed-use residential projects that are consistent with an adopted Sustainable Communities Strategy (SCS). SB375 requires consistency with the SCS to be determined by the local jurisdiction/lead agency. Streamlined CEQA review is available to TPPs when consists of one of the following: 1) a Sustainable Communities Environmental Assessment (SCEA) pursuant to Public Resources Code (PRC) § 21155.2(b), 2) a complete CEQA exemption for TPPs that comply with an additional series of requirements set forth in PRC § 21155.1, or 3) an EIR pursuant to PRC § 21155.2(c). The Streamlined CEQA review is also available to residential or mixed-use residential projects when consists of an EIR pursuant to PRC § 21159.28(a).

The Sacramento Area Council of Governments (SACOG) Board adopted the SCS as part of the Metropolitan Transportation Plan/Sustainable Communities Strategy for 2035 (MTP/SCS). The MTP/SCS was adopted on April 19, 2012. The California Air Resources Board (CARB) issued an Acceptance of GHG Quantification Determination for the SACOG SCS on June 12, 2012. The project is located in the area identified by the SCS and, as proposed, is presumed to be consistent with the adopted strategy. ICF will prepare an assessment of the project's consistency with the adopted MTP/SCS.

### ***Hazards and Hazardous Materials***

An ICF hazardous materials specialist will perform a records search to determine the past and present condition related to hazardous spills and remediation actions within the project area. At this time, it is believed that there would be no serious hazardous materials risks within the project area given its lack of intense industrial uses. Information gathered by the records search will be used to support the decision to eliminate the issue of hazardous materials as a potentially significant environmental impact.

To assess the potential impacts related to hazardous materials, ICF will review existing information within the context of local, state and federal regulations. We will review the 2004 General Plan Master EIR, feasibility studies, previous site assessments, and existing documentation regarding hazardous materials and remediation within the project area. As necessary, ICF will contact the Department of Toxic Substances Control (DTSC) to determine if further remediation is required for the site. For the environmental document, ICF will summarize the remediation efforts and assess the potential for impacts related to hazardous materials within the project area based on CEQA and NEPA significance criteria, local regulations, and deed restrictions. Mitigation for impacts will be identified, as necessary and feasible.

### ***Hydrology, Water Quality and Water Resources***

ICF hydrology & water quality experts will prepare an EIR section that analyzes the impacts on hydrology and water quality from the development of the Marble Valley Plan Area. The Hydrology and Water Quality section of the EIR will address existing conditions, regulatory setting, potential for impacts, and any necessary mitigation related to hydrology, flooding, and water quality. Specific attention will be paid to the Marble Creek Watershed and how development of the area would potentially impact this valuable resource. In addition, ICF will review existing information such as any hydrogeologic studies and relevant reports by the Central Valley Regional Water Quality Control Board (CVRWQCB) or the California Department of Water Resources (DWR) to prepare the water resources section of the EIR. ICF assumes that all necessary data and information pertaining to the project description will be provided by the client.

Significance thresholds based on CEQA guidelines and the professional judgment of ICF staff will be identified. Based on these thresholds, a detailed discussion of construction and operational impacts and design feasible mitigation measures to avoid, reduce or eliminate these impacts will be prepared. The level of significance associated with each impact will be clearly identified both prior to and following mitigation.

ICF anticipates that the following key areas to be included the hydrology and water quality section of the EIR:



**Setting.** The setting will include a description of the surface water hydrology and hydrogeology of the site, including characteristics of nearby drainage channels. Federal Emergency Management Agency (FEMA)-identified floodplains will be identified, if there are any, and surface and groundwater quality will be documented using available data from DWR. Relevant federal, state, and local regulations and agencies will be described, including provisions of the federal Clean Water Act (CWA), the state Porter-Cologne Water Quality Control Act, and the permitting and regulatory authority of the CVRWQCB.

**Drainage and Flooding.** ICF assumes that engineers will be responsible for preparing drainage plans for the development(s), including any mixed use development, which can be used for determination of impacts in the EIR Hydrology analysis.

**Water Quality.** The EIR will identify any potential impacts related to water quality as a result of operational runoff from the proposed project. This qualitative analysis will consider sources and types of pollutants based on typical household runoff, urbanized runoff, potential increase in wastewater exceedances, as well as construction-related erosion and use of hazardous materials. The EIR will identify the Beneficial Uses of the local waterways as required by the CVRWQCB and any water quality objectives required by the CVRWQCB Basin Plan. Both on-site and off-site impacts will be addressed, and feasible mitigation measures will be developed to reduce impacts below significance thresholds.

### ***Land Use Planning and Agriculture***

ICF will summarize the existing land uses, land use designations, and zoning on and near the project site and will analyze the proposed land use changes as well as the consistency of the proposed policies of the Specific Plan with approved plans, including the County's General Plan and SACOG's MTP/SCS. Special focus will be provided on the compatibility of the proposed project with existing and planned land uses in the vicinity. This section will also assess the impacts on farmland from the proposed project using information on farmland quality and open space resources from the County and the Department of Conservation (DOC) Farmland Mapping and Monitoring Unit. Agricultural issues to be addressed will include conversion of farmland to urban uses, effects of proposed urban uses on any nearby agricultural operations, and consistency with policies within the Agricultural and Forestry Element of the County's General Plan. Effects related to impacts on lands under Williamson Act contract are not anticipated, as our understanding based on preliminary reviews of DOC maps indicate that there are no Williamson Act lands in the project area. Feasible mitigation will be developed if needed to reduce the impacts related to land use and planning.

### ***Noise and Vibration***

ICF International will prepare the noise chapter of the EIR which will assess the noise impacts associated with implementation of the proposed project. Key noise issues to be addressed will include:

- Noise associated with construction activity
- Noise associated with project-related changes in traffic patterns
- Exposure of proposed noise sensitive land uses to noise

In the setting section, existing sources of noise in the project area, including traffic on US 50 and other roadways in the project area, will be identified along with existing noise sensitive land uses in the project area. Existing noise conditions in the project area will be quantified based on noise monitoring to be conducted at selected locations in the project area, data from previous studies, and traffic noise modeling. Traffic noise modeling will be conducted using the FHWA Traffic Noise Model (TNM) and traffic data to be provided by the project traffic consultant. El Dorado County noise standards and other noise standards as applicable will be summarized.

In the impact section, CEQA significance thresholds will be defined based on El Dorado County noise standards and other applicable noise standards as appropriate. Construction noise will be evaluated using construction noise modeling methods recommended by the U.S. Department of Transportation and construction equipment data to be provided by the project applicant. Traffic noise will be evaluated under the following conditions using TNM and traffic data to be provided by the project traffic consultant:

- Existing conditions plus the project,
- Cumulative conditions without the project, and
- Cumulative conditions with project conditions

Traffic noise will be evaluated in terms of how project-related traffic noise increases may affect existing noise sensitive land uses and how proposed noise sensitive land uses may be affected by noise from traffic on existing or planned or roadways.

The significance of construction and traffic noise impacts will be assessed based on predicted noise exposures and the defined CEQA significance thresholds. Where significant noise impacts are identified, mitigation to reduce impacts to a less than significant level (where feasible and reasonable) will be identified. Noise mitigation will be described at a level of detail appropriate for environmental review and not at a design level of detail.

### ***Population and Housing***

Potential impacts to population and housing will be evaluated in the EIR, as required by CEQA. This chapter will rely on information from the 2004 El Dorado County General Plan and associated environmental documents, and updated demographic data from the California Department of Finance and the California Economic Development Department. The analysis will assess the compatibility of the project with planned growth, as contemplated in the general plan, and the likelihood of interference with population and housing needs of the local land use agencies. Long-term projections will be considered in this analysis, particularly in assessing the potential impact of the proposed project in relation to the general plan.

### ***Public Services and Utilities***

ICF will describe the existing and potentially required utilities and service systems (e.g., potable and reclaimed water infrastructure, water supply, sewer infrastructure, solid waste capacity, stormwater infrastructure, and energy systems) that serve the project site, discuss the existing regulatory framework related to utilities and service systems, and analyze the indirect and cumulative effect implementation of the project on utilities and service systems. The discussion shall include an analysis of both on-site and off-site impacts related to the necessary utilities. Factors for project-generated demand for services will be obtained from the local service



providers. Other public services, such as schools, fire protection, and police services, may be affected by the alternatives and will also be assessed.

An ICF water resources planner will prepare a Water Supply Assessment (WSA) Request Letter that will estimate baseline conditions using accepted water usage rates. The water demand for the built-out project will then be determined and the difference calculated to determine the net increase in water demand at project buildout. Once the entity responsible for preparing the WSA has been determined, in consultation with the County, the request letter will be submitted to the appropriate entity for consideration in preparing the WSA. After the WSA is complete, a summary of the findings will be provided in the Utilities section of the Draft EIR in order to address water supply impacts. Feasible mitigation will be identified to reduce impacts related to utilities and service systems, if necessary.

### ***Recreation***

ICF will qualitatively analyze the potential impacts on existing recreation facilities from an influx of new users the proposed project would create. New recreational facilities proposed as a part of the project will also be identified. Feasible mitigation will be identified to reduce impacts related to recreation facilities, if necessary.

### ***Traffic and Circulation***

The traffic and transportation section of the EIR will be prepared by traffic consultant Fehr & Peers. ICF will work closely with Fehr & Peers and coordinate with the El Dorado County Department of Transportation (DOT) during the preparation of the EIR and will provide the EIR section template to ensure consistent formatting and terminology with the rest of the EIR. ICF will ensure that the EIR chapter analysis is consistent with the rest of the EIR analysis.

### ***Visual Resources***

ICF will assess visual resource aesthetic and urban design impacts of the proposed project. The assessment will include:

- Discussion of methods, terms, and thresholds for significance
- An overview of applicable County policies and guidelines regarding visual resources
- Description of the regional visual character and area-specific landscape character (which comprise the baseline conditions for assessing aesthetic impacts)
- Characterization of viewer groups and their responses to changes in views
- An impact analysis focusing on changes in key views, including tree removal, alteration of visual character, nighttime light, and daytime glare
- Recommendations and mitigation measures to lessen potential project impacts.

The visual resources assessment will follow standards of professional practice for aesthetic analysis to ensure environmental compliance. We will generally base the assessment on methods and protocol developed by the Federal Highway Administration (FHWA) and adopted by the California Department of Transportation (Caltrans), in combination with elements of other applicable visual resources assessment methods. We will divide the setting information into two main elements—the physical setting and viewer groups. We will describe the physical setting in terms of the visual character and quality of viewsheds, key vantage points (such as public

roadways and residential areas), and site resources. We will consider views both of and from the site. We will include representative photographs to document key views and typical conditions. We will also describe the viewer groups, as well as their relative sensitivity to changes in views.

ICF will prepare a regulatory setting discussion, which will include a description of applicable plans, policies, guidelines, or goals relevant to the County. These specific regulations will be factored with the CEQA guidelines and County standards to determine thresholds of significance.

The key potential impacts associated with the project include the change in visual character from that of undeveloped, rolling oak woodlands with rock outcroppings to a 2,341-acre mixed-use development project with high density residential development, civic/commercial/public uses, and open space and associated intrusions or obstructions to views from adjacent public roadways or nearby residential areas. We will consider and analyze consistency of the proposed development (in terms of architectural and natural character and land use) with adjacent properties. Another potential impact is increased nighttime lighting, which will be assessed at a qualitative level relative to the existing conditions.

### ***Other CEQA Considerations***

#### **Cumulative Impacts**

ICF anticipates using the "Projections Approach" to cumulative impact analysis. This effort will be based on projected population buildout under the County's General Plan in considering area-wide contributions to cumulative conditions.

#### **Growth-Inducing Impacts**

As required by State CEQA Guidelines Section 15126.2, the ways in which the proposed project could foster economic or population growth or the construction of additional housing, either directly or indirectly, will be assessed in the EIR. Impacts associated with growth will be assessed.

#### **Significant, Irreversible Environmental Changes**

As required by CEQA Guidelines Section 15126, the EIR will present information on the extent to which the project would result in an irreversible commitment of environmental resources.

#### **Items Found Not to Be Significant**

In this section of the EIR, areas of potential environmental impact where no significant impacts were identified will be summarized. This will include a summary of potential impacts analyzed in the EIR and found not to be significant.

#### **Alternatives**

ICF will prepare a description of the project alternatives, including those previously considered but rejected. We have assumed two (2) project alternatives will be qualitatively evaluated in addition to the No Project Alternative and this is reflected in the budget. Each project alternative



will be evaluated to determine whether it would result in greater or lesser impacts on a given resource when compared to the proposed project. The environmental effects of each project alternative will be qualitatively discussed and a summary comparison table of the proposed project and each alternative will be created to allow for an "at a glance" comparison of each alternative. CEQA also requires that the EIR identify an environmentally superior alternative and this summary table will support that determination.

### ***References and Literature Cited***

ICF will include a section of all references used within the EIR. All citations and references will specify the page number(s) and a copy of each reference will be provided to the County for inclusion in the administrative record.

### ***List of Preparers***

This section will list all preparers and contributors to the EIR and technical reports as well as all agencies, organizations, and persons consulted during the EIR process.

The Administrative Draft EIR will be submitted in electronic format on CDs to the County for review. Hard copies can be provided, as needed.

#### **Deliverable**

- Administrative Draft EIR (four [4] CDs containing files in MS Word and PDF formats) and ten (10) hardcopies.

## **Task 5. Public Draft EIR**

### ***Screencheck Draft EIR***

After the County has commented on the administrative draft EIR, ICF will prepare a screencheck draft EIR to be submitted electronically to the County. In addition, the executive summary for the EIR will be prepared and provided with this screencheck. The purpose of providing the executive summary at the time of the screencheck draft EIR and not the administrative draft is because it will avoid having to revise material in multiple locations and will contribute to a more streamlined delivery. The screencheck draft EIR will be provided in tracked changes and it is anticipated that any additional review by the County will be limited to the strikeout/underline portions of the document. ICF assumes up to 2 in-person meetings or teleconferences to discuss comments and revisions on the administrative draft EIR.

ICF recommends preparing the EIR executive summary at the time of the Screencheck Draft EIR in order to avoid having to revise material in multiple locations.

ICF will make the necessary revisions and finalize the Draft EIR for public review and distribution.

### ***Public Draft EIR***

ICF will provide 50 hard copies and 20 CDs of the Public Draft EIR and Appendices to the County. In addition, ICF will prepare the Notice of Availability (NOA) and the Notice of



Completion (NOC) form that will be forwarded to the State Clearinghouse. ICF will deliver 15 copies of the Public Draft EIR and one copy each of the NOA and NOC to the State Clearinghouse, and will submit an additional 35 copies to the County for additional distribution, which we assume includes copies for the applicant. ICF understands that the County will be responsible for posting public notices and distributing the EIR for public review.

#### **Deliverables**

- Screencheck Draft EIR (MS Word format via electronic mail)
- Public Draft EIR, including Appendices (50 hard copies and 20 CDs and electronic copy in MS Word and PDF formats)

### **Task 6. Respond to Comments**

ICF will begin preparing the responses to comments as soon as the County begins receiving them, even prior to the 45-day public review period concluding. For cost estimating purposes, ICF has assumed a level of effort necessary to respond to 50 unique comments (not comment letters) and assumes no additional technical analyses will be required to respond to comments. Therefore, a budget augment may be required for comments requiring additional effort and legal review (such as those authored by attorneys), additional technical analyses, or for comments in excess of the estimated 50. Our draft responses to comments will be forwarded to the County for review and concurrence, at which point revisions to the Draft EIR text would occur. Our cost estimate assumes one in-person meeting or teleconference, if needed, to discuss approach to responses to comments.

#### **Deliverables**

- Responses to comments (MS Word format via email)

### **Task 7. Final EIR**

While the County reviews the draft responses to comments, ICF will begin preparing the Final EIR. The Final EIR will be composed of the list of commenters, the response to comments, and the revised Draft EIR text, figures, and attachments. The draft Final EIR will be submitted to the County for review and comment after which ICF will revise and finalize the Final EIR. The County will then distribute the Final EIR to all public agencies that commented during public review.

### ***Findings of Fact and Statement of Overriding Considerations***

ICF will prepare draft findings for each significant impact and statement of overriding consideration (SOC) for significant impacts found to be unavoidable (if applicable) for the County's use in certifying the final EIR and approving the project. The findings will 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, ICF will finalize the findings for adoption.



### **Mitigation Monitoring Plan**

ICF will prepare the administrative draft mitigation monitoring plan (MMP). The plan will ensure that mitigation measures are implemented as required under Section 21081.6 of the California Public Resources Code. The following is a brief description of the process and the plan content. The MMP will:

- Identify each impact of the project that will be mitigated
- Contain a brief explanation of each relevant mitigation measure
- Specify the agency or individual responsible for implementing and monitoring each mitigation measure and the specific qualifications for monitoring and reporting personnel
- State when and how frequently each mitigation measure should be implemented
- Provide details of the monitoring program
- Present the specific criteria for judging successful implementation of each measure

The County will be responsible for ensuring full compliance with the provisions of the plan

ICF will coordinate with the County during preparation of the responses to comments for the administrative draft final EIR regarding the format of the MMP and the relative monitoring responsibilities of County agencies.

Following the County's review of the administrative draft MMP, ICF will revise the MMP based on comments and will include the MMP as an appendix to the final EIR.

#### **Deliverables**

- 30 hard copies and 20 CDs of the Final EIR, Final Findings, SOC, MMRP

### **Task 8. Attend Public Meetings**

This scope assumes attendance by ICF's project manager and project director at up to six (6) meetings, including:

- Up to two (2) Planning Commission hearings (Draft EIR and Final EIR)
- Up to two (2) County Board of Supervisors hearings (Draft EIR and Final EIR)
- Up to two (2) Planning Advisory Committee meetings

#### **Deliverables**

- None

### **Task 9. Prepare Notice of Determination**

ICF will prepare the Notice of Determination (NOD) and submit it to the County to be filed with the El Dorado County Clerk. ICF assumes the applicant will pay the filing fee, including the California Department of Fish and Game's (CDFG) review fee if required by CDFG.

#### **Deliverables**

- NOD in electronic format (PDF format via email)

## OPTIONAL TASK

The following optional task is described below for consideration. ICF can provide a cost estimate for the optional task upon request.

### Optional Task 10. Prepare Photo Simulations

As an optional task, ICF could prepare visual simulations from critical viewpoints points to demonstrate changes in views as a result of the proposed project (costs not included). In addition to supporting the visual analysis in the EIR, these illustrative, visual graphics could be used by the County during the public outreach process as presentation graphics to help inform stakeholders and the local community as to the visual changes that would result from the proposed project or as graphics to support various speaking points. Our analysis would consider all viewer groups including recreationists, roadway users, businesses, and residences. Photo simulations would be prepared from public vantages only.

ICF would prepare color photorealistic simulations utilizing digital photographs and computer rendering techniques to produce visual simulations that illustrate before and after visual conditions, as accurately as possible, with available design information. The simulations would show the appearance of visible project features from representative viewing locations, such as from US 50 and Bass Lake Road (Note: the representative viewing locations would be further defined and verified when the detailed scope of work is developed for this optional task, at the County's request). The purpose of the simulations would be to illustrate the visual conditions of the project site before and after implementation. ICF would update the existing visual analysis report to incorporate any additional findings resulting from the photo simulations and references for the photo simulation graphics.

## SCHEDULE

Table 1. Marble Valley Specific Plan EIR Schedule

Task	2012				2013											
	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	
Contract Approval																
Task 1. Project Initiation																
Task 2. Project Management																
Task 3. Project Description/NOP																
Task 4. Admin Draft EIR																
Task 5. Public Draft EIR																
Task 6. Respond to Comments																
Task 7. Final EIR																
Task 8. Attend Final EIR Public Hearing																
Task 9. Prepare NOD																



## **COST ESTIMATE**

The proposed cost estimate is provided on the following page (see Table 2). The cost estimate provides detailed estimates for the tasks identified in this scope of work.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 1 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

BACKGROUND:

This policy applies to County officers and employees as well as members of boards and commissions required to travel in or out of county for the conduct of County business. This policy also provides for expenses of public employees from other jurisdictions when specifically referenced in policy provisions set forth below.

For ease of reference, the Travel Policy is presented in the following sections:

1. General Policy
2. Approvals Required
3. Travel Participants and Number
4. Mode of Transport
5. Reimbursement Rates
  - a. Maximum Rate Policy
  - b. Private Auto
  - c. Meals
  - d. Lodging
  - e. Other
6. Advance Payments
7. Compliance – Responsibility of Claimant
8. Procedures



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 2 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

POLICY:

1. General Policy

- a. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should said individuals gain any undue benefit from such travel.
- b. County officers or employees compelled to travel in the performance of their duties and in the service of the County shall be reimbursed for their actual and necessary expenses for transportation, parking, tolls, and other reasonable incidental costs, and shall be reimbursed within maximum rate limits established by the Board of Supervisors for lodging, meals, and private auto use. "Actual and necessary expenses" do not include alcoholic beverages.
- c. Travel arrangements should be as economical as practical considering the travel purpose, traveler, time frame available to accomplish the travel mission, available transportation and facilities, and time away from other duties.
- d. Employees must obtain prior authorization for travel, i.e., obtain approvals before incurring costs and before commencing travel.
- e. Receipts are required for reimbursement of lodging costs, registration fees, public transportation and for other expenses as specified, or as may be required by the County Auditor-Controller.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 3 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- f. Requests for travel authorization and reimbursement shall be processed using forms specified by the County Auditor and Chief Administrative Office.
- g. The Chief Administrative Officer may, at his or her sole discretion, authorize an exception to requirements set forth in this Travel policy, based on extenuating circumstances presented by the appropriate, responsible department head. Any exception granted by the Chief Administrative Office is to be applied on a case-by-case basis and does not set precedent for future policy unless it has been formally adopted by the Board of Supervisors.

2. Approvals Required

- a. Department head approval is required for all travel except by members of the County Board of Supervisors. Department heads may delegate approval authority when such specific delegation is approved by the Chief Administrative Officer. However, it is the expectation of the Chief Administrative Officer that department heads take responsibility for review and approval of travel.
- b. Chief Administrative Office approval is required when travel involves any of the following:
  - (1) Transportation by common carrier (except BART), e.g., air, train, bus.
  - (2) Car rental.
  - (3) Out-of-county overnight travel.
  - (4) Members of boards or commissions, or non-county personnel.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 4 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (5) Any exceptions required for provisions within this policy, e.g., travel requests not processed prior to travel, requests exceeding expense guidelines or maximums.
  - c. It remains the discretion of the Chief Administrative Officer as to whether or not costs of travel which were not authorized in advance will be reimbursed, and whether or not exceptional costs will be reimbursed.
  
- 3. Travel Participants and Number
  - a. Department heads and assistants should not attend the same out-of-county conference; however, where mitigating circumstances exist, travel requests should be simultaneously submitted to the Chief Administrative Office with a justification memorandum.
  - b. The number of travel participants for each out-of-county event, in most instances, should be limited to one or two staff members, and those individuals should be responsible for sharing information with other interested parties upon return.
  - c. If out-of-county travel involves training or meetings of such technical nature that broader representation would be in the best interest of the County, the department head may submit a memo explaining the situation to the Chief Administrative Office, attached to travel requests, requesting authorization for a group of travelers.
  - d. Board of Supervisors members shall be governed by the same policies governing County employees except for the following:





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 5 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

- (1) A member of the Board of Supervisors requires NO specific authorization.
- (2) The following expenses incurred by a member of the Board of Supervisors constitute a County charge:
  - (a) Actual expenses for meetings and personal travel, necessarily incurred in the conduct of County Business. This includes but is not limited to mileage incurred while traveling to and from the Board members' residence and the location of the chambers of the Board of Supervisors while going to or returning from meetings of the Board of Supervisors.
- e. Non-County personnel travel expenses are not normally provided for since only costs incurred by and for county officers and employees on county business are reimbursable. However, reimbursement is allowable for county officers (elected officials and appointed department heads) and employees who have incurred expenses for non-county staff in the following circumstances.
  - (1) Meals for persons participating on a Human Resources interview panel when deemed appropriate by the Director of Human Resources.
  - (2) Conferences between County officials and consultants, experts, and public officials other than officers of El Dorado County, which are for



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 6 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

the purpose of discussing important issues related to County business and policies.

- (3) Transportation expenses for a group of County officers and employees and their consultants, and experts on a field trip to gain information necessary to the conduct of County business.
- (4) Lodging expenses for non-county personnel are NOT reimbursable except when special circumstances are noted and approved in advance by the Chief Administrative Office. Otherwise, such expenses must be part of a service contract in order to be paid.

4. Mode of Transport

- a. Transportation shall be by the least expensive and/or most reasonable means available.
- b. Private auto reimbursement may be authorized by the department head for county business travel within county and out of county. Reimbursement shall not be authorized for commuting to and from the employee's residence and the employee's main assigned work site, unless required by an executed Memorandum of Understanding between the County and a representing labor organization, or one-time, special circumstances approved by a department head.
- c. Out of county travel by county vehicle or private vehicle may be authorized if the final destination of the trip does not exceed a four (4) hour driving distance from the County offices. Any exception to this policy must receive



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 7 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

prior approval from the Chief Administrative Officer. If air travel would be more economical, but the employee prefers to drive even though travel by car would not be in the County's best interest, the County will reimburse transportation equal to the air travel; transportation costs over and above that amount, as well as any extra days of lodging and meals, etc., will be considered a personal, not reimbursable cost of the traveler.

d. Common carrier travel must be in "Coach" class unless otherwise specifically authorized in advance by the Chief Administrative Officer. Generally, any costs over and above coach class shall be considered a personal, not reimbursable expense of the traveler.

(1) Rental cars may be used as part of a trip using public transportation if use of a rental car provides the most economical and practical means of travel. The use of a rental car must be noted on the Travel Authorization in advance and authorized by the Department Head and Chief Administrative Officer. Justification for the use of the rental car must accompany that request. Rental car costs will not be reimbursed without prior authorization except in the case of emergencies. Exceptions may be granted at the sole discretion of the Chief Administrative Officer or designated CAO staff.

5. Reimbursement Rates

a. Maximum rates for reimbursement may not be exceeded unless due to special circumstances documented by the department head and approved by the Chief Administrative Officer. The amount of any reimbursement



COUNTY OF EL DORADO, CALIFORNIA  
 BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 8 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

above the maximum shall be at the sole discretion of the Chief Administrative Officer.

b. Private Auto

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

c. Meals

Actual meal expenses, within maximum allowable rates set forth below, may be reimbursed routinely out-of-county travel, and for in-county overnight travel. Meals will not be provided for in-county travel or meetings which do not involve overnight lodging, unless special circumstances are involved such as the following:



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number	Page Number:
	D-1	9 of 14
	Date Adopted:	Revised Date:
	12/22/1987	05/25/1999

- (1) When meals are approved as part of a program for special training sessions, conferences, and workshops;
- (2) when employees traveling from the western slope of the county to Lake Tahoe and vice-versa are required to spend the entire work day at that location;
- (3) when the Director of Human Resources deems it appropriate to provide meals to a Human Resources interview panel;
- (4) when Senior Managers and/or Executives of El Dorado County or the El Dorado County Water Agency meet with executives of other governmental agencies, community organizations, or private companies in a breakfast, lunch or dinner setting in order to conduct County business. While such meetings are discouraged unless absolutely necessary to the efficient conduct of County or Water Agency business, such expenses for County managers require approval by the Chief Administrative Officer.

Actual costs of meals may be reimbursed up to a total of \$40 per day without regard to how much is spent on individual meals (e.g., breakfast, lunch, dinner, snacks), and without receipts. If an employee is on travel status for less than a full day, costs may be reimbursed for individual meals within the rates shown below.

Breakfasts may be reimbursed only if an employee's travel consists of at least 2 hours in duration before an employee's regular work hours. Dinner



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 10 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

may be reimbursed if travel consists of at least 2 hours in duration after an employee's regular work hours.

**Maximum Allowable Meal Reimbursement**

Breakfast	\$8.00
Lunch	\$12.00
Dinner	\$20.00
Total for full day	\$40.00/day

d. Lodging

- (1) Lodging within county may be authorized by a department head if assigned activities require an employee to spend one or more nights in an area of the county which is distant from their place of residence (e.g., western slope employee assigned to 2-day activity in South Lake Tahoe).
- (2) Lodging may be reimbursed up to \$125 per night, plus tax, single occupancy. The Chief Administrative Office may approve extraordinary costs above these limits on a case by case basis when the responsible department head and Chief Administrative Office determine that higher cost is unavoidable, or is in the best interest of the County.
- (3) Single rates shall prevail except when the room is occupied by more than one County employee. However, nothing in this policy shall be construed to require employees to share sleeping accommodations



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 11 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

while traveling on County business. In all travel, employees are expected to secure overnight accommodations as economically as possible and practical.

- (4) Lodging arrangements should be made, whenever possible and practicable, at hotels/motels which offer a government discount, will waive charges to counties for Transient Occupancy Tax, or at which the County has established an account. When staying at such a facility, the name of the employee and the department must appear on the receipt of the hotel/motel bill.

e. Other Expenses

All other reasonable and necessary expenses (i.e., parking, shuttle, taxi, etc.) will be reimbursed at cost if a receipt is submitted with the claim. Receipts are required except for those charges where receipts are not customarily issued, for example, bridge tolls and snow chain installation and removal fees. When specific cost guidelines are not provided by the county, reasonableness of the expense shall be considered by the department head and Chief Administrative Officer before deciding whether to approve.

Reasonable costs for snow chain installation and removal may be claimed and reimbursed. The purchase cost of snow chains would not be an allowable charge against the county.

6. Advance Payments



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number D-1	Page Number: 12 of 14
	Date Adopted: 12/22/1987	Revised Date: 05/25/1999

The Auditor may provide advance funds for estimated "out of pocket" expenses up to seventy-five percent (75%), but no less than \$50.00. The "out of pocket" expenses may include meals, taxi and public transportation, lodging, parking, and pre-registration costs.

7. Compliance - Claimant Responsibility

It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel and expense claims. Any form completed improperly or procedure not followed may result in the return of a claim without reimbursement.

8. Procedures:

- a. Authorization to incur expenses must be obtained as set forth in this County policy, and as may be directed by the department.
- b. Requests for advance funds for anticipated travel expenses itemized on the Travel Authorization Request form are obtained by indicating this need on that form prior to processing the request.
- c. Forms which require Chief Administrative Office approval should be submitted to the Chief Administrative Office, after department head approval, at least 7 to 10 days prior to travel to allow time for processing through County Administration and Auditor's Department.
- d. Cancellation of travel, requires that any advanced funds be returned to the Auditor Controller's office within five (5) working days of the scheduled





COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:  TRAVEL	Policy Number	Page Number:
	D-1	13 of 14
	Date Adopted:	Revised Date:
	12/22/1987	05/25/1999

departure date. If the advance is not returned within this time frame, the employee could jeopardize their standing to receive advances in the future.

- e. Travel Claims are due to the Auditor within 30 days after completion of travel. Personal Mileage and Expense Claims are due to the Auditor within 15 days after the end of each calendar month. The due date may be extended if deemed appropriate by the County Auditor. Claims must itemize expenses as indicated on claim forms, and must be processed with receipts attached.
- f. Reimbursements will be provided expeditiously by the County Auditor upon receipt of properly completed claim forms. The Auditor's Office shall promptly review claims to determine completeness, and if found incomplete, will return the request to the claimant noting the areas of deficiency.
- g. Personal Mileage and Expense Claim forms should be completed for each calendar month, one month per claim form. These monthly claims are due to the Auditor within 15 days following the month end; however, the deadline may be extended if deemed appropriate by the County Auditor. If monthly amounts to be claimed are too small to warrant processing at the end of a month (i.e., if cost of processing would exceed the amount being claimed), the claims for an individual may be accumulated and processed in a batch when a reasonable claim amount has accrued. In any event, such claims shall be made and submitted to the County Auditor for accounting and payment within the same fiscal year as the expense was incurred.
- h. Expense Claim Form



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject:	Policy Number	Page Number:
TRAVEL	D-1	14 of 14
	Date Adopted:	Revised Date:
	12/22/1987	05/25/1999

For the purpose of travel and meeting expenses, the claim form is to be used for payments to vendors. The employee must obtain Department Head approval and submit the claim to the Auditor's Office within sixty (60) days of the incurred expense.



**ORIGINAL**

P&C 268-S1311  
CDA 13-53781

**ICF Jones & Stokes, Inc.**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES 008D-A-12/13-BOS**

**COUNTY FILE NUMBER PA12-0004**

**THIS FIRST AMENDMENT** to that Agreement for Services 008D-A-12/13-BOS 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, and whose local place of business is 630 K Street, Suite 400, Sacramento, California 95814 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereinafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereinafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, in accordance with Agreement for Services 008D-A-12/13-BOS, dated November 13, 2012, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement"); and

**WHEREAS**, the parties hereto have mutually determined and agreed to amend **ARTICLE I, Scope of Services**, to add Exhibit A-1, Additional Scope of Services; and

**WHEREAS**, the parties hereto have mutually determined and agreed to amend **ARTICLE III, Compensation for Services**, to increase the not-to-exceed compensation amount of the Agreement by \$70,209.00, to add Exhibit C, Fee Schedule, and to add Exhibit D, Cost Estimate; and

**WHEREAS**, the parties hereto have mutually determined and agreed to amend **ARTICLE IV, Changes to Agreement**, to require prior written approval by County's Administrator for changes to Consultant's Project Manager and subconsultant; and

**WHEREAS**, the parties hereto have mutually determined and agreed to amend **ARTICLE VII, Assignment and Delegation**, to authorize Consultant to utilize a subconsultant; and

**WHEREAS**, the parties hereto have mutually determined and agreed to amend **ARTICLE XI, Notice to Parties**; and

**WHEREAS**, the parties hereto have mutually determined and agreed to amend **ARTICLE XX, Administrator**, to change County's Administrator; and

**WHEREAS**, the parties hereto have mutually determined and agreed to amend the Agreement to add **ARTICLE XXV, Change of Address; ARTICLE XXVI, Audit by California State Auditor; ARTICLE XXVII, No Third Party Beneficiaries; ARTICLE XXVIII, Counterparts; ARTICLE XXIX, Taxes; and ARTICLE XXX, Consultant's Project Manager**, 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 First Amendment to Agreement for Services 008D-A-12/13-BOS, as follows:

**The Agreement is hereby amended such that all references to County's "Development Services Department" shall now read County's "Community Development Agency."**

**ARTICLE I, Scope of Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE I**

**Scope of Services:** Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and services necessary to prepare a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado. Services shall include, but are not limited to, those tasks identified in Exhibit A, incorporated herein and made by reference a part hereof, and Exhibit A-1, marked "Additional Scope of Services," incorporated herein and made by reference a part hereof.

County's Administrator will issue Consultant a single written Notice to Proceed for all of the Tasks listed in Exhibit A, hereto, and Consultant shall not commence any work until receiving the Notice to Proceed. County's Administrator will issue a single written Notice to Proceed for all of the Tasks listed in Exhibit A-1, Additional Scope of Services, hereto, and Consultant shall not commence any work until receiving the Notice to Proceed.

Exhibit A-1, hereto, outlines the scope of Consultant's subconsultant's responsibilities. All of the Tasks included in Exhibit A and Exhibit A-1, Additional Scope of Services, 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.

**ARTICLE III, Compensation for Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE III**

**Compensation for Services:** Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it, as set forth under this Agreement, are provided by the Applicant (Marble Valley, LLC) under a separate agreement between County and the Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by the Applicant under the terms of said separate agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from the Applicant.

For services provided herein, including all deliverables described in Exhibits A and A-1 hereto, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the period beginning with the effective date of this Agreement and continuing to one day before the effective date of this First Amendment to Agreement for Services 008D-A-12/13-BOS, Consultant shall bill in accordance with the following billing rate schedule:

<b>The Village of Marble Valley Specific Plan EIR</b>		
<b>Task</b>	<b>Description</b>	<b>Cost</b>
1.0	Project Initiation	\$ 2,331
2.0	Project Management and Meetings	\$ 13,288
3.0	Prepare Project Description and Notice of Preparation	\$ 14,904
4.0	Administrative Draft EIR	\$198,358
5.0	Public Draft EIR	\$ 22,731
6.0	Respond to Comments	\$ 29,526
7.0	Final EIR	\$ 12,384
8.0	Attend Public Meetings	\$ 4,766
9.0	Prepare Notice of Determination	\$ 309
10.0	Direct Expenses	\$ 2,790
	<b>TOTAL</b>	<b>\$301,387</b>

For the period beginning with the effective date of this First Amendment to Agreement for Services 008D-A-12/13-BOS and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including subconsultant's services authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for services rendered. Any invoices that include other direct costs, or subconsultant's costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purpose of budgeting the items identified in Exhibit A, and Exhibit A-1, Additional Scope of Services, herein, the maximum allowable billing amounts for each item of work are described in Exhibit D, marked "Cost Estimate\*," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit D 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 Exhibit D among Consultant's own personnel (not including subconsultants) and among the various Tasks and Other Direct Costs identified therein, subject to County's Administrator's written approval. In no event shall the not-to-exceed amount of the Agreement be exceeded.

In no event shall the total amount of the Prime Costs (\$367,596) be exceeded, nor shall the Subconsultant Cost (\$4,000) be exceeded.

The total amount of this Agreement, including all of the services detailed in Exhibits A and A-1, and inclusive of all work of subconsultants, costs, and expenses, shall not exceed \$371,596.00.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with Exhibit B, "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof. Travel and mileage reimbursement rates apply to Consultant only and do not apply to Consultant's subconsultant. There shall be no markups allowed on travel or mileage rates for Consultant.

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.

**ARTICLE IV, Changes to Agreement, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE IV**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Amendments may be made to permit mutually acceptable changes in the scope, character or complexity of the work if such changes become desirable or necessary as the work progresses. Appropriate extensions of time in case of unavoidable delays and for consideration of warranted adjustments in payment may also be accomplished by amendments to the Agreement. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager or its subconsultant, without prior written approval by County's Administrator.

**ARTICLE VII, Assignment and Delegation, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE VII, Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultant in Exhibit A-1, Additional Scope of Services, for the particular tasks, work and deliverables identified therein. At no time shall County be obligated to pay separately for subconsultant services.

**ARTICLE XI, Notice to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE XI**

**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  
Community Development Agency  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: David Defanti  
Assistant Director

With a copy to:

County of El Dorado  
Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Sherrie Busby  
Administrative Services Officer  
Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.  
630 K Street, Suite 400  
Sacramento, California 95814

Attn.: Frank D. Freytag

ICF Jones & Stokes, Inc.  
630 K Street, Suite 400  
Sacramento, California 95814

Attn.: Maggie Townsley

or to such other location at Consultant directs.



**ARTICLE XX, Administrator, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE XX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is David Defanti, Assistant Director, Community Development Agency, Long Range Planning Division, or successor.

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

**ARTICLE XXV**

**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 XI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's 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 XXVI**

**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 XXVII**

**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 XXVIII**

**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.

**ARTICLE XXIX**

**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 XXX**

**Consultant's Project Manager:** Consultant designates Maggie Townsley, Project Director, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

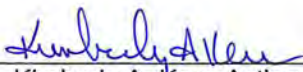
Except as herein amended, all other parts and sections of Agreement for Services 008D-A-12/13-BOS shall remain unchanged and in full force and effect.

**Requesting Administrator and Division Concurrence:**

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

Dated: 2/10/14

**Requesting Department Concurrence:**

By:   
Kimberly A. Kerr, Acting Director  
Community Development Agency

Dated: 2/12/14

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services 008D-A-12/13-BOS on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Norma Santiago*

Dated: 3-11-14

**Norma Santiago**, Chair  
Board of Supervisors  
"County"

Attest:  
James S. Mitrising  
Clerk of the Board of Supervisors

By: *Joseph Silva*  
Deputy Clerk

Dated: 3-11-14

--ICF JONES & STOKES, INC.--

By: *Frank D. Freytag*  
Frank D. Freytag  
Senior Vice President  
"Consultant"

Dated: 3/4/14

By: *Mollie Roy*  
Mollie Roy  
Secretary

Dated: 3/5/14

**ICF Jones & Stokes, Inc.**

**Exhibit A-1**

**Additional Scope of Services**

**Village of Marble Valley Specific Plan EIR**

To ensure the timely completion of tasks and to avoid potential invoicing problems, ICF is requesting an augmentation to the budget for the Village of Marble Valley Specific Plan EIR. Based on experience to date regarding the public interest in this Project, it is anticipated that additional budget will be necessary to complete the draft environmental document, to respond to public comments on that document, and to facilitate the public meetings during the public review period. It is also anticipated that additional budget will be required for Project management based on the amount of consultation involved in Project management (meetings and conference calls) and delays to the Project schedule, extending the Project duration.

**Task 2.0 Project Management and Meetings**

Based on the latest schedule and allowing for delays in the traffic model, it is assumed that the draft EIR will be circulated in June 2014. Extrapolating from that date, it is also assumed that the EIR will be finalized and the Notice of Determination (NOD) will be issued in February 2015. An additional 2 months is accounted for in the schedule to accommodate potential further schedule slippage if necessary.

Under this Task:

- ICF Project manager and Project director will attend All-Hands Meetings monthly through June 2014 and as necessary thereafter.
- ICF Project manager and Project director will participate in conference calls.

This Task includes:

- Invoicing
- File organization
- Schedule management
- Tracking documents

**Deliverables**

- Schedules in MS Project
- Tracking tables in MS Excel
- Additional monthly invoice reports with progress summaries

**Task 4.0 Administrative Draft EIR**

Nearly three (3) times as many public comments as were anticipated have been received to date. Based on the level of interest by the public and the number of comments received on the Notice of Preparation (NOP), it is anticipated that additional

effort will be necessary to ensure all comments are addressed and the Draft EIR covers all relevant environmental areas of concern expressed by various stakeholders and that the public comment process is fully documented. Additionally, off-site improvements and additional water supply assessment information shall be addressed.

**Ensure NOP comments are addressed:**

ICF will expend additional effort to ensure concerns pertaining to the following areas that were included in the NOP comments are addressed in the Draft EIR:

- air quality (NOA),
- biology,
- cultural resources,
- utilities,
- public services, and
- traffic.

**Address off-site improvements in EIR:**

Additional efforts will be required to address potential impacts of off-site improvements to all resource areas. It is assumed that the Applicant will provide the technical analysis.

**Document public scoping process in EIR:**

It is anticipated that additional efforts will be required to fully document and capture the public comment process. ICF will include in the EIR:

- An appendix consisting of a table of comments with a column indicating where subject is addressed if applicable.
- A discussion of the County's public outreach efforts, including formal public meetings and other outreach efforts by the County.

**Water Supply Assessment – Vineyard decision:**

To address the higher level of scrutiny for this Project, a supplemental watershed analysis that is compliant with the California Supreme Court's *Vineyard* decision shall be prepared. ICF's subconsultant, Tully & Young, shall conduct research to determine water supply in compliance with the California Supreme Court's *Vineyard* decision. ICF shall incorporate this information into the EIR.

Budget to cover a newspaper notice of the Draft EIR public meetings has been added in other direct costs.

**Task 6.0 Respond to Comments**

Based on the level of public interest at the scoping meeting, it is anticipated that ICF shall address more comments than the 50 comments assumed in the original scope of work. 132 comments from members of the public were received on the NOP. It is anticipated that at least that number of comments will be received on the EIR.

ICF shall prepare a draft response to comments for review by the County and the Applicant. ICF shall review and catalog additional comments and prepare preliminary responses. It is not anticipated that additional new technical analyses will be required to respond to comments.

**Task 7.0 Final EIR**

The expected higher volume of comments will entail more effort at the Final EIR stage. It is anticipated that additional minor changes to the Final EIR text will be necessary to clarify or emphasize information, and that additional effort will be necessary to help create a solid administrative record for the County.

The NOD Department of Fish and Wildlife (DFW) filing fee is included in the other direct costs budget.

**Task 8.0 Attend Public Meetings**

Because there is considerable public interest in this Project and based on experience at the scoping meeting, it is assumed that ICF will assist in the coordination and facilitation of the public meeting. This Task includes coordinating with the County and Applicant, preparing boards and setting up the meeting space, public meeting attendance by the Project director, Project manager, and outreach specialist. Fees for space rental, newspaper notice, and production of boards and other materials are included in the other direct costs budget.

ICF Jones & Stokes, Inc.

Exhibit C

Fee Schedule

Project Role	Rate
Project Director	\$240.61
Project Manager	\$138.84
Project Coordinator – Public	\$ 87.06
CEQA Advisor	\$178.39
Public Outreach	\$159.62
Air Quality	\$166.87
Archaeologist	\$117.48
Minerals	\$166.87
Hazards/Hazmat & Public Services	\$138.84
Hydrologist	\$110.68
Water Resources Planner	\$181.61
Visual Resources	\$119.33
Graphics	\$124.25
FPA	\$62.89

*Explanation of Rates*

- Hourly rates include direct labor, benefits, and general and administrative overhead costs.
- Other Direct Costs:
  - Subconsultants 10% markup
  - Non-labor costs 10% markup
  - Travel, Auto In accordance with ARTICLE III, Compensation for Services, of this Agreement

**ICF Jones & Stokes, Inc.**

**Exhibit D**

**Cost Estimate\***

**ICF Jones & Stokes, Inc.**

Task 1.0	Project Initiation	\$	2,331.00
Task 2.0	Project Management and Meetings	\$	32,523.00
Task 3.0	Prepare Project Description and NOP	\$	14,904.00
Task 4.0	Administrative Draft EIR	\$	211,987.00
Task 5.0	Public Draft EIR	\$	22,731.00
Task 6.0	Respond to Comments	\$	35,323.00
Task 7.0	Final EIR	\$	17,277.00
Task 8.0	Attend Public Meetings	\$	20,971.00
Task 9.0	Prepare Notice of Determination	\$	309.00
	Labor Total	\$	358,356.00
	Other Direct Costs	\$	<u>9,240.00</u>
	Total Prime Costs	\$	367,596.00

**Subconsultant:**

**Tully & Young**

Task 4.0	Administrative Draft EIR	\$	4,000.00
----------	--------------------------	----	----------

**Total Proposed Budget Cost Estimate \$ 371,596.00**

\*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 (not including subconsultants) and among the various Tasks and Other Direct Costs identified herein, subject to County's Administrator's written approval. In no event shall the total amount of the Prime Costs (\$367,596) be exceeded, nor shall the Subconsultant Cost (\$4,000) be exceeded, nor shall the total not-to-exceed amount of the Agreement (\$371,596) be exceeded.



6  
7-22-14

**ICF Jones & Stokes, Inc.**

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES 008D-A-12/13-BOS**

**COUNTY FILE NUMBER PA12-0004**

**THIS SECOND AMENDMENT** to that Agreement for Services 008D-A-12/13-BOS 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, and whose local place of business is 630 K Street, Suite 400, Sacramento, California 95814 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereinafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereinafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, in accordance with Agreement for Services 008D-A-12/13-BOS, dated November 13, 2012, (hereinafter referred to as "Agreement") as amended by the First Amendment to Agreement, dated March 11, 2014, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually determined and agreed to amend **ARTICLE III, Compensation for Services**, to replace Exhibit C, Fee Schedule, with **Amended Exhibit C, Fee Schedule**;

**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 008D-A-12/13-BOS, as follows:


**ARTICLE III, Compensation for Services, fourth paragraph of the original agreement as amended by the First Amendment to Agreement, is amended to read as follows:**

For the period beginning with the effective date of the First Amendment to Agreement for Services 008D-A-12/13-BOS and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit C, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

Other direct costs including subconsultant's services authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for services rendered. Any invoices that include other direct costs, or subconsultant's costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Except as herein amended, all other parts and sections of Agreement for Services 008D-A-12/13-BOS and First Amendment to Agreement for Services 008D-A-12/13-BOS, dated March 11, 2014, shall remain unchanged and in full force and effect.

**Requesting Administrator and Division Concurrence:**


By:  \_\_\_\_\_ Dated: 7/29/14 \_\_\_\_\_  
David Defanti, Assistant Director  
Long Range Planning Division  
Community Development Agency

**Requesting Department Concurrence:**

By:  \_\_\_\_\_ Dated: 7/30/14 \_\_\_\_\_  
Steven M. Pedretti, Director  
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services 008D-A-12/13-BOS on the dates indicated below.

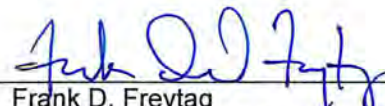
-- COUNTY OF EL DORADO --

By:  Dated: 7-22-14  
**Norma Santiago**  
Board of Supervisors  
"County"

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:  Dated: 7-22-14  
Deputy Clerk

-- ICF JONES & STOKES, INC. --

By:  Dated: 7/20/14  
**Frank D. Freytag**  
Senior Vice President  
"Consultant"

By:  Dated: 7/21/14  
**Mollie Roy**  
Secretary

ICF Jones & Stokes, Inc.

Amended Exhibit C

Fee Schedule

<b>Project Role</b>	<b>Rate</b>
Project Director	\$240.61
Project Manager	\$138.84
Project Coordinator	\$ 87.06
CEQA Advisor - Senior	\$193.30
CEQA Advisor	\$178.39
CEQA Generalist	\$ 82.46
Land Use Planner	\$148.77
Public Outreach	\$159.62
Air Quality – Senior	\$166.87
Air Quality	\$114.07
Noise Specialist – Senior	\$213.25
Noise Specialist	\$ 94.02
Archaeologist - Senior	\$117.48
Archaeologist	\$ 85.40
Historian	\$ 93.95
Paleontologist	\$132.80
Wildlife Biologist – Senior	\$222.33
Wildlife Biologist	\$124.12
Botanist – Senior	\$140.43
Botanist	\$130.19
Geologist - Senior	\$176.19
Geologist	\$132.80
Hazards/Hazmat & Public Services	\$138.84
Hydrologist – Senior	\$132.80
Hydrologist	\$110.68
Water Resources Planner	\$181.61
Visual Resources	\$119.33
Graphics	\$124.25
GIS	\$106.59
Editor	\$123.12
Pub Spec	\$ 97.30
Admin Tech	\$ 62.89
Finance Project Administrator (FPA) – Senior	\$ 88.56
Finance Project Administrator (FPA)	\$ 62.89

*Explanation of Rates:*

1. Hourly rates include direct labor, benefits, and general and administrative overhead costs.
2. Other Direct costs:
  - Subconsultants 10% markup
  - Non-labor costs 10% markup
  - Travel, Auto In accordance with ARTICLE III, Compensation for Services, of this Agreement.

ORIGINAL

P&C 268-S1311  
CDA 15-54132**ICF Jones & Stokes, Inc.****THIRD AMENDMENT TO AGREEMENT FOR SERVICES 008D-A-12/13-BOS****COUNTY FILE NUMBER PA12-0004**

**THIS THIRD AMENDMENT** to that Agreement for Services 008D-A-12/13-BOS 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, and whose local place of business is 630 K Street, Suite 400, Sacramento, California 95814 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereinafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereinafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, in accordance with Agreement for Services 008D-A-12/13-BOS, dated November 13, 2012, First Amendment dated March 11, 2014, and Second Amendment, dated July 22, 2014, all 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 Services**, and adding Exhibit A-2, Additional Scope of Services;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date for two (2) 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 \$111,321, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit C-1, Fee Schedule**, and **Amended Exhibit D, Cost Estimate**;

**WHEREAS**, the parties hereto desire to amend **ARTICLE XI, Notice to Parties**;

**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, 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 shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and services necessary to prepare a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado. Services shall include, but are not limited to, those tasks identified in Exhibit A, marked "The Village of Marble Valley Specific Plan EIR Scope of Work;" Exhibit A-1, marked "Additional Scope of Services;" and Exhibit A-2, marked "Additional Scope of Services," all incorporated herein and made by reference a part hereof.

County's Contract Administrator will issue Consultant a single written Notice to Proceed for all of the Tasks listed in Exhibit A, Exhibit A-1, and Exhibit A-2, herein, not including Optional Tasks, and Consultant shall not commence any work until receiving the Notice to Proceed.

Exhibit A, Exhibit A-1, and Exhibit A-2, hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, and Exhibit A-2 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.

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

**ARTICLE II**

**Term:** This Agreement shall become effective on November 13, 2012, and shall expire on November 12, 2017.

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

**ARTICLE III**

**Compensation for Services:** Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it, as set forth under this Agreement, are provided by the Applicant (Marble Valley, LLC) under a separate agreement between County and the Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by the Applicant under the terms of said separate agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from the Applicant.

For services provided herein, including all deliverables described in Exhibit A, Exhibit A-1, and Exhibit A-2 hereto, County agrees to pay Consultant monthly in arrears and within

forty-five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the period beginning November 13, 2012, and continuing to March 10, 2014, Consultant shall bill in accordance with the following billing rate schedule:

<b>The Village of Marble Valley Specific Plan EIR</b>		
<b>Task</b>	<b>Description</b>	<b>Cost</b>
1.0	Project Initiation	\$ 2,331
2.0	Project Management and Meetings	\$ 13,288
3.0	Prepare Project Description and Notice of Preparation	\$ 14,904
4.0	Administrative Draft EIR	\$198,358
5.0	Public Draft EIR	\$ 22,731
6.0	Respond to Comments	\$ 29,526
7.0	Final EIR	\$ 12,384
8.0	Attend Public Meetings	\$ 4,766
9.0	Prepare Notice of Determination	\$ 309
10.0	Direct Expenses	\$ 2,790
	<b>TOTAL</b>	<b>\$301,387</b>

For the period beginning March 11, 2014, the effective date of the First Amendment, and continuing through July 21, 2014, the day before the effective date of the Second Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning July 22, 2014, the effective date of the Second Amendment, and continuing through the day before the effective date of this Third Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Third Amendment to the Agreement 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 shall be in accordance with Amended Exhibit C-1, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including subconsultant's services authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for services rendered. Any invoices that include other direct costs, or subconsultant's costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purpose of budgeting the items identified in Exhibit A, Exhibit A-1, and Exhibit A-2, herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D, marked "Amended Cost Estimate," incorporated herein and made by



reference a part hereof. The amounts indicated in Amended Exhibit D 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 D among the various Tasks and Other 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.

In no event shall the total amount of the Prime Costs (\$476,917) be exceeded, nor shall the subconsultant Cost (\$6,000) be exceeded.

The total amount of this Agreement as amended, including all of the services detailed in Exhibit A, Exhibit A-1, and Exhibit A-2, inclusive of all work of subconsultants, costs, and expenses, shall not exceed \$482,917.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with Exhibit B, "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof. Travel and mileage reimbursement rates apply to Consultant only and do not apply to Consultant's subconsultant. There shall be no markups allowed on travel or mileage rates for Consultant.

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.

**ARTICLE XI, Notice to Parties, of the Agreement is amended in its entirety to read as follows:**

**ARTICLE XI**

**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  
Community Development Agency  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: David Defanti  
Assistant Director

With a copy to:

County of El Dorado  
Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Administrative Services Officer  
CDA Contract & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.  
630 K Street, Suite 400  
Sacramento, California 95814

Attn.: Frank D. Freytag

ICF Jones & Stokes, Inc.  
630 K Street, Suite 400  
Sacramento, California 95814

Attn.: Maggie Townsley

or to such other location at Consultant directs.

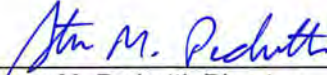
Except as herein amended, all other parts and sections of Agreement for Services 008D-A-12/13-BOS, First Amendment dated March 22, 2014, and Second Amendment dated July 22, 2014, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Division Concurrence:**

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

Dated: 4/14/15

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 4/14/15

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services 008D-A-12/13-BOS on the dates indicated below.

-- COUNTY OF EL DORADO --

By:  Dated: 4-14-15  
Brian K. Veerkamp, Chair  
Board of Supervisors  
"County"

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

By:  Dated: 4-14-15  
Deputy Clerk

-- ICF JONES & STOKES, INC. --

By:  Dated: 4/6/15  
Chris Elliott  
Vice President  
"Consultant"

By:  Dated: 4/6/15  
Steve Wirt  
Assistant Secretary

**ICF Jones & Stokes, Inc.**

**Exhibit A-2**

**Additional Scope of Services**

**Village of Marble Valley Specific Plan EIR**

Consultant shall perform the additional work outlined in this augmentation to the Scope of Services for the preparation of the Village of Marble Valley Specific Plan Environmental Impact Report (EIR). The specific Scope and Tasks are described in detail below.

***Task 2.0 Project Management and Meetings***

Consultant shall provide additional Project management, including additional meetings, schedule tracking, and conference calls.

Under this Task:

- Consultant's Project manager and/or one (1) other staff person shall attend All-Hands Meetings monthly until Project is completed (January 2016).
- Consultant's Project manager and/or one (1) other staff person shall participate in weekly conference calls until Project is completed (January 2016).

This Task also includes:

- Schedule management
- Tracking documents
- Invoicing
- File management

**Deliverables**

- Schedules in MS Project
- Tracking tables in Excel
- Monthly invoice reports with progress summaries

***Task 4.0 Administrative Draft EIR***

Consultant shall perform additional work in the areas of public services and utilities, air quality, biological and cultural resources, and the Traffic Impact Study (TIS).

## **Public Services**

Consultant shall revisit issues regarding public services and water transportation and rewrite portions of the Public Services and Utilities and the Parks and Recreation sections of the EIR as necessary. These sections shall include discussions of police/sheriff protection, water supply, and wastewater in the Public Services section and Project Setting sections and address Community Services Districts in the Parks and Recreation section.

Consultant shall also revise sections of the Environmental Impact Review to incorporate an additional technical study addressing water supply alternatives. Consultant shall revise the EIR, Project description, and all technical analysis to incorporate revised offsite improvements to address a new understanding of El Dorado Irrigation District's (EID) construction commitments for the water and wastewater system. Consultant shall also incorporate discussions of recent County Water Agency studies.

## **Air Quality Assumptions**

Consultant shall perform additional work on air quality assumptions as described below.

### *NOx, Construction Assumptions and Thresholds*

Consultant and air quality staff shall meet with County, Air Quality Management District (AQMD), the Applicant, and the Applicant's consultant to review this issue. Consultant shall provide construction assumptions to the Applicant for review, and revise the Air Quality discussion as necessary based on construction methods and thresholds. If necessary, Consultant shall recalculate impacts and revise the Air Quality section of the EIR.

### *Radon*

Consultant shall work with County to determine an approach to radon analysis in EIRs for projects with residential development. Upon completion of this approach, Consultant shall revise the Air Quality section to reflect this approach as necessary.

### *Sierra Club v County of Fresno (Friant Ranch, LP)*

Consultant shall revise the Air Quality section to include a discussion of health risks associated with air pollutants with the greatest risk to cause health-related issues.

### *California Clean Energy Committee v. City of Woodland*

Consultant and air quality specialists shall conduct a quantitative analysis based on air quality data, and provide a discussion of the level of the impact in the EIR.

## **Biological and Cultural Resources**

Consultant shall assess and quantify impacts based on their knowledge of the Project, the Project area, and the information presented in the technical studies prepared by the Project Applicant's consultant. Consultant shall attend additional meetings and calls with technical study authors as necessary to review and confirm impacts.

## **Traffic Impact Study (TIS)**

Consultant shall revise the Traffic section of the Administrative Draft EIR and the analyses of the alternatives and cumulative impacts based on the County's new TIS Guidelines.

Under this Task:

- Consultant shall participate in meetings and phone conferences as necessary

## **Deliverables**

- Electronic set of the entire Administrative Draft EIR (MS Word and pdf)

## ***Task 6.0 Respond to Comments***

Consultant shall manage and address up to 150 additional public and agency comments, in addition to the 150 specified in the original Scope of Work.

At the close of the public Draft EIR comment period, Consultant shall tally the total number of comments. If directed by the County, Consultant shall document and track the additional 150 comments in a comment matrix, ensure the comments are responded to, and indicate where clarification to the Draft EIR can be found as appropriate.

## **Deliverables**

- Expanded comment matrix with responses
- Responses to up to 150 comments

## ***Task 8.0 Attend Public Meeting***

Based on the level of public interest in the Project, Consultant shall attend up to four (4) additional public meetings or hearings in total during preparation of the Draft and Final EIR. Consultant's Project management team and if necessary, select technical staff, shall attend two (2) planning commission meetings and two (2) Board hearings. Consultant shall man tables and be available to receive comments and answer

questions as appropriate. Consultant shall contribute to the development of boards or slides and materials. County will be responsible for production of materials and facilitate and document the meetings. Consultant shall be called upon to rent space for one (1) meeting.

**Deliverables**

- Draft materials for boards and/or slides



ICF Jones & Stokes, Inc.

Amended Exhibit C-1

Amended Fee Schedule

<b>Project Role</b>	<b>Rate</b>
Project Director	\$255.91
Project Manager	\$152.71
Project Coordinator	\$ 91.04
CEQA Advisor	\$186.03
CEQA Advisor-Senior	\$203.61
Land Use Planner	\$149.67
Public Outreach	\$166.30
Air Quality-Senior	\$183.59
Air Quality	\$101.62
Wildlife Biologist Senior	\$222.33
Wildlife Biologist	\$145.17
Botanist - Senior	\$142.13
Botanist	\$135.82
Archaeologist - Senior	\$131.39
Archaeologist	\$ 88.12
Historian	\$105.89
Paleontologist	\$146.12
Geologist	\$139.63
Geologist - Senior	\$174.82
CEQA-Generalist	\$ 82.23
Hazards / Haz Mat & Public Services	\$143.11
Hydrologist - Senior	\$139.63
Hydrologist	\$110.68
Water Resources Planner	\$198.23
Land Use Planning/ Agriculture	\$114.19
Noise Specialist - Senior	\$235.76
Noise Specialist	\$ 94.02
Visual Resources Specialist	\$130.03
Graphics	\$132.82
GIS	\$123.76
Editor	\$128.12
Support Editor	\$ 88.69
Publications Specialist	\$ 79.81
Admin Tech	\$ 64.21
Finance Project Administrator – Senior	\$ 91.16
Finance Project Administrator	\$ 71.33

*Explanation of Rates*

1. Hourly rates include direct labor, benefits, and general and administrative overhead costs.
  
2. Other Direct Costs:

Subconsultants	10% markup
Non-labor costs	10% markup
Travel, Auto	In accordance with ARTICLE III, Compensation for Services, of this Agreement

**ICF Jones & Stokes, Inc.**

**Amended Exhibit D**

**Cost Estimate\***

**Scope of Work**

**ICF Jones & Stokes, Inc.**

Task 1.	Project Initiation	\$	2,331.00
Task 2.	Project Management and Meetings	\$	58,977.00
Task 3.	Prepare Project Description and NOP	\$	14,904.00
Task 4.	Administrative Draft EIR	\$	287,267.00
Task 5.	Public Draft EIR	\$	22,731.00
Task 6.	Respond to Comments	\$	41,847.00
Task 7.	Final EIR	\$	17,277.00
Task 8.	Attend Public Meetings	\$	20,971.00
Task 9.	Prepare Notice of Determination	\$	310.00
	Labor Total	\$	466,615.00
	Other Direct Costs	\$	<u>10,302.00</u>
	Total Prime Costs	\$	476,917.00

**Subconsultants:**

**Tully & Young**

Task 4		\$	6,000.00
--------	--	----	----------

**Total Proposed Budget Cost Estimate \$ 482,917.00**

\*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 Tasks and Other Direct Costs (not including subconsultants) identified herein, subject to the County's Contract Administrator's written approval. In no event shall the total amount of the Prime Costs (\$476,917) be exceeded, nor shall the total not-to-exceed amount of the Contract (\$482,917) be exceeded.

**ORIGINAL**

**ICF Jones & Stokes, Inc.**

**FOURTH AMENDMENT TO AGREEMENT FOR SERVICES 008D-A-12/13-BOS**

**COUNTY FILE NUMBER PA12-0004**

**THIS FOURTH AMENDMENT** to that Agreement for Services 008D-A-12/13-BOS 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, and whose local place of business is 630 K Street, Suite 400, Sacramento, California 95814, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereinafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereinafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, in accordance with Agreement for Services 008D-A-12/13-BOS, dated November 13, 2012, First Amendment dated March 11, 2014, Second Amendment, dated July 22, 2014, and Third Amendment dated April 14, 2015, all 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 Services**, and adding **Exhibit A-3, Additional Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date 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 \$112,340 and allow the reallocation of expenses listed for Tasks, Other Direct Costs, Project Contingency, and Subconsultant, amending **ARTICLE III, Compensation for Services**, and replacing **Exhibit D and Amended Exhibit D** with **Amended Exhibit D-1, 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 Fourth Amendment to the Agreement as follows:

Exhibit D and Amended Exhibit D are replaced in their entirety with Amended Exhibit D-1, attached hereto and incorporated herein by reference. All references to Exhibit D and Amended Exhibit D throughout the Agreement are substituted with Amended Exhibit D-1.

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

**ARTICLE I**

**Scope of Services:** Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and services necessary to prepare a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado. Services shall include, but are not limited to, those tasks identified in Exhibit A, marked "The Village of Marble Valley Specific Plan EIR Scope of Work," Exhibit A-1, marked "Additional Scope of Services," Exhibit A-2, marked "Additional Scope of Services," and Exhibit A-3, marked "Additional Scope of Services," all incorporated herein and made by reference a part hereof.

County's Contract Administrator will issue Consultant written Notices to Proceed for all of the Tasks listed in Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3 herein, not including Optional Tasks, and Consultant shall not commence any work until receiving each Notice to Proceed.

In addition to the specific services identified in Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3, this Agreement may also include Project Contingency work. Such Project Contingency work may supplement, expand or otherwise modify the Scope of Services or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work for Project Contingency, under this Agreement, the specific services for each assignment shall be determined at meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the applicable standards, required deliverables, specific Consultant staff or subconsultant to be used, and any task-related mileage budget, if applicable, 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, target completion date, and a not-to-exceed cost itemization to complete the work for the Project Contingency task, which shall require written authorization and notification to proceed (may consist of an email) from County's Contract Administrator, prior to the commencement of work. No payment will be made for any Project Contingency task performed prior to written authorization and notification to proceed, and no payment will be made for amounts in excess of the not-to-exceed amount of the authorization.

Exhibit A, Exhibit A-1, Exhibit A-2 and Exhibit A-3, hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3 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.

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

**ARTICLE II**

**Term:** This Agreement shall become effective on November 13, 2012, and shall expire on November 12, 2020.

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

**ARTICLE III**

**Compensation for Services:** Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it, as set forth under this Agreement, are provided by the Applicant (Marble Valley Company, LLC) under a separate agreement between County and the Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by the Applicant under the terms of said separate agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from the Applicant.

For services provided herein, including all deliverables described in Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3 hereto, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the period beginning November 13, 2012, and continuing to March 10, 2014, Consultant shall bill in accordance with the following billing rate schedule:

<b>The Village of Marble Valley Specific Plan EIR</b>		
<b>Task</b>	<b>Description</b>	<b>Cost</b>
1.0	Project Initiation	\$ 2,331
2.0	Project Management and Meetings	\$ 13,288
3.0	Prepare Project Description and Notice of Preparation	\$ 14,904
4.0	Administrative Draft EIR	\$198,358
5.0	Public Draft EIR	\$ 22,731
6.0	Respond to Comments	\$ 29,526
7.0	Final EIR	\$ 12,384
8.0	Attend Public Meetings	\$ 4,766
9.0	Prepare Notice of Determination	\$ 309
10.0	Direct Expenses	\$ 2,790
	<b>TOTAL</b>	<b>\$301,387</b>

For the period beginning March 11, 2014, the effective date of the First Amendment, and continuing through July 21, 2014, the day before the effective date of the Second Amendment to the Agreement, for the purposes hereof, the billing rates shall be in

accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning July 22, 2014, the effective date of the Second Amendment, and continuing through April 13, 2015, the day before the effective date of the Third Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning April 14, 2015, the effective date of the Third Amendment to the Agreement 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 shall be in accordance with Amended Exhibit C-1, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including subconsultant's services authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for services rendered. Any invoices that include other direct costs, or subconsultant's costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purpose of budgeting the items identified in Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3 herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D-1, marked "Cost Estimate\*," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit D-1 represent the composition of the total not-to-exceed budget for this Agreement, as amended. 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 D-1 among the various Tasks, Other Direct Costs, Project Contingency, and subconsultant 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, including all of the services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3, inclusive of all work of subconsultants, costs, and expenses, shall not exceed \$595,257.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with Exhibit B, "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof. Travel and mileage reimbursement rates apply to Consultant only and do not apply to Consultant's subconsultant. There shall be no markups allowed on travel or mileage rates for Consultant.

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.

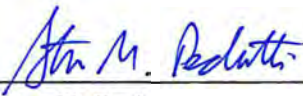
Except as herein amended, all other parts and sections of Agreement for Services 008D-A-12/13-BOS, First Amendment dated March 11, 2014, Second Amendment dated July 22, 2014, and Third Amendment dated April 14, 2015, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Division Concurrence:**

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

Dated: 2/17/16

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 2/18/16



**IN WITNESS WHEREOF**, the parties hereto have executed this Fourth Amendment to Agreement for Services 008D-A-12/13-BOS on the dates indicated below.

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


By:  \_\_\_\_\_ Dated: 3/8/16  
Ron Mikulaco  
Board of Supervisors  
"County"

Attest:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:  \_\_\_\_\_ Dated: 3/8/16  
Deputy Clerk

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

By:  \_\_\_\_\_ Dated: 2/15/16  
Chris Elliott  
Vice President  
"Consultant"

By:  \_\_\_\_\_ Dated: 2/15/16  
Steve Wirt  
Assistant Secretary

ICF Jones & Stokes, Inc.

**Exhibit A-3**

**Additional Scope of Services**

**Village of Marble Valley Specific Plan EIR**

In *Center for Biodiversity et al. v. California Department of Fish and Wildlife* (S217763) (hereinafter referred to as Newhall Ranch), the Court invalidated the Newhall Ranch Environmental Impact Report's (EIR) extensive greenhouse gas (GHG) analysis in part because the analysis incorrectly used "business as usual" (BAU) as the threshold for analysis.

Similar to the Newhall Ranch EIR, the analysis conducted for the Village of Marble Valley Specific Plan (VMVSP) EIR utilized a BAU threshold to evaluate the significance of Project-level GHG emissions. The BAU threshold was based on the statewide AB 32 goals and was adopted by the Sacramento Air Quality Management District (SMAQMD) and recommended by the El Dorado County Air Quality Management District (EDCAQMD). Based on the holding in the Newhall Ranch decision, the GHG impact analysis for 2020 shall be revised. Specifically, the analysis shall utilize a combination of a bright-line threshold and efficiency threshold per service population to determine the significance of 2020 GHG impacts. The VMVSP EIR shall also include a post-2020 analysis consistent with the mention in Newhall Ranch. Analyzing emissions beyond 2020 will ensure the EIR is consistent with the recent legislative attention (proposed SB 32), Governor Brown's Executive Order (EO) B-30-15, and ongoing Scoping Plan update regarding post-2020 goals, as well as scientific evidence that additional GHG reductions are needed through 2050 to stabilize carbon dioxide concentrations.

Consultant shall perform the additional work outlined in this augmentation to the Scope of Services for the preparation of the VMVSP EIR. The specific Scope and Tasks are described in detail below.

**Task 2.0 Project Management and Meetings**

Consultant shall attend additional meetings and coordinate internal staff to address the revised analysis and incorporate it into the Administrative Draft EIR (ADEIR).

**Under this Task:**

- Consultant shall participate in two (2) additional conference calls with County to address GHG approach, review, and comments

**Task 4.0 ADEIR/Revised GHG analysis**

Consultant shall prepare a threshold discussion to provide substantial evidence to justify analysis and conclusions for 2020 and 2035.

For 2020, Consultant shall evaluate mass emission relative to the 1,100 metric ton bright-line threshold adopted by SMAQMD and recommended by EDCAQMD. It is anticipated that the Project will exceed this threshold. Consultant shall quantify reductions from specific plan polices and compare emissions to a modified efficiency threshold (i.e., service population<sup>1</sup>)

<sup>1</sup> Service population is an efficiency-based measure to estimate the development potential of a general or area plan. Service population is determined by adding the number of residents to the number of jobs estimated for a given point in time.

based on the revised and updated<sup>2</sup> state land use inventory for 1990 and the latest population and employment forecasts for 2020. The analysis shall also discuss consistency with applicable regulations (e.g., Title 24, MTP/SCS). If emissions are below the efficiency threshold and the Project is consistent with applicable regulations, the document will reach a less than significant finding for 2020. If emissions are not below the efficiency threshold, the impact will be significant and unavoidable.

For 2035, Consultant shall analyze consistency of the VMVSP with post-2020 concepts from the 2014 AB 32 Scoping Plan Update, as well as with the continuation of other programs and policies designed to reduce GHG emissions. Emissions relative to the EO S-03-05<sup>3</sup> and EO B-30-15<sup>4</sup> goals may also be disclosed on an efficiency (i.e., service population) basis. The analysis shall note that while it is possible that Project emissions may not contribute considerably to a cumulatively significant impact once larger statewide strategies are identified in the next AB 32 Scoping Plan Update (expected in late 2016), it would be premature and speculative to make a definitive conclusion at this time and thus impacts will be considered significant and unavoidable.

Consultant shall submit an administrative draft GHG section to County for review and incorporate the consolidated comments of all County reviewers. This section shall be incorporated into the ADEIR for review.

**Deliverables:**

- Administrative Draft GHG section for County review (electronic plus one [1] copy)
- Second Administrative Draft GHG for review (electronic)
- Consultant shall prepare and deliver up to twenty-five (25) hard copies of the DEIR for County use and deliver CDs with executive summaries to the State Clearinghouse.

**Project Contingency**

Project Contingency provides for unanticipated services or costs necessary to successfully complete the Project. Consultant shall not undertake any services under Project Contingency without the express written authorization of County's Contract Administrator.

---

<sup>2</sup> The emissions inventory shall be updated to remove emission sources that do not occur within the plan area, which will help address the Court's concern that the threshold used by the Newhall Ranch EIR did not consider local geographic conditions.

<sup>3</sup> EO S-03-05 identifies two future goals for statewide GHG emissions reductions: 1990 emissions levels by 2020 and 80% of 1990 emissions by 2050. The first of these goals is reflected in AB 32, but the Legislature never codified the second goal.

<sup>4</sup> EO B-30-15 established a medium-term goal for 2030 of reducing GHG emissions by 40% below 1990 levels and requires the California Air Resource Board (ARB) to update its current AB 32 Scoping Plan to identify the measures to meet the 2030 target. The executive order supports EO S-03-05, described above, but is currently only binding on state agencies. However, there are current (2015) proposals (including Senate Bill [SB] 32) at the state legislature to adopt a legislative target for 2050 and to give ARB the authority to adopt interim and long-term binding GHG targets.

**ICF Jones & Stokes, Inc.**

**Amended Exhibit D-1**

**Cost Estimate\***

**ICF Jones & Stokes, Inc.**

Task 1.	Project Initiation	\$	2,331.00
Task 2.	Project Management and Meetings	\$	60,405.00
Task 3.	Prepare Project Description and NOP	\$	14,904.00
Task 4.	ADEIR / Revised GHG Analysis	\$	295,179.00
Task 5.	Public Draft EIR	\$	22,731.00
Task 6.	Respond to Comments	\$	41,847.00
Task 7.	Final EIR	\$	17,277.00
Task 8.	Attend Public Meetings	\$	20,971.00
Task 9.	Prepare Notice of Determination	\$	310.00
	Labor Total	\$	475,955.00
	Other Direct Costs	\$	13,302.00
	Project Contingency	\$	<u>100,000.00</u>
	Total Prime Costs	\$	589,257.00

**Subconsultants:**

**Tully & Young**

Task 4		\$	6,000.00
--------	--	----	----------

**Total Proposed Budget Cost Estimate \$ 595,257.00**

\*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 Tasks, Other Direct Costs, Project Contingency, and subconsultant identified herein, subject to the County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement (\$595,257.00) be exceeded.

# ORIGINAL

## ICF Jones & Stokes, Inc.

### FIFTH AMENDMENT TO AGREEMENT FOR SERVICES #008D-A-12/13-BOS

**THIS FIFTH AMENDMENT** to that Agreement for Services #008D-A-12/13-BOS 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, and whose local place of business is 980 9th Street, Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, pursuant to Agreement for Services #008D-A-12/13-BOS, dated November 13, 2012, First Amendment to Agreement for Services #008D-A-12/13-BOS, dated March 11, 2014, Second Amendment to Agreement for Services #008D-A-12/13-BOS, dated July 22, 2014, Third Amendment to Agreement for Services #008D-A-12/13-BOS, dated April 14, 2015, and Fourth Amendment to Agreement for Services #008D-A-12/13-BOS, dated March 8, 2016, 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 Services**, and adding **Exhibit A-4, Additional Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of November 12, 2020 for three (3) additional years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to remove the reference to the separate Agreement between County and Marble Valley Company, LLC, and increase the not-to-exceed compensation amount of the Agreement by \$120,939.64, amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit C-1, Amended Fee Schedule** with **Amended Exhibit C-2, Amended Fee Schedule**, and **Amended Exhibit D-1, Cost Estimate** with **Amended Exhibit D-2, Amended Cost Estimate**;

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

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XX, Administrator**;

**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 Fifth Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Agency, Long Range Planning Division throughout the Agreement shall read Planning and Building Department, Planning Division.
- II. All references to Community Development Agency, Administration and Finance Division throughout the Agreement shall read Chief Administrative Office.
- III. Exhibit B, Board of Supervisors Policy D-1 is replaced in its entirety with Amended Exhibit B, Board of Supervisors Policy D-1 attached hereto and incorporated herein by reference. All references to Exhibit B, Board of Supervisors Policy D-1 throughout the Agreement are substituted with Amended Exhibit B, Board of Supervisors Policy D-1.
- IV. Amended Exhibit D-1, Cost Estimate is replaced in its entirety with Amended Exhibit D-2, Amended Cost Estimate attached hereto and incorporated herein by reference. All references to Amended Exhibit D-1, Cost Estimate throughout the Agreement are substituted with Amended Exhibit D-2, Amended Cost Estimate.
- V. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE I**

**Scope of Services:** Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, and services necessary to prepare a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado. Services shall include, but are not limited to, those tasks identified in Exhibit A, marked "Village of Marble Valley Specific Plan EIR Scope of Work," Exhibit A-1, marked "Additional Scope of Services," Exhibit A-2, marked "Additional Scope of Services," Exhibit A-3, marked "Additional Scope of Services," and Exhibit A-4, marked "Additional Scope of Services," all incorporated herein and made by reference a part hereof.

County's Contract Administrator will issue Consultant written Notices to Proceed for all of the Tasks listed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 herein, not including Contingency Work, and Consultant shall not commence any work until receiving each Notice to Proceed.

In addition to the specific services identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4, this Agreement may also include Project

Contingency work. Such Project Contingency work may supplement, expand, or otherwise modify the Scope of Services or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work for Project Contingency, under this Agreement, the specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the applicable standards, required deliverables, specific Consultant staff or subconsultant to be used, and any task-related mileage budget, if applicable, 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, target completion date, and a not-to-exceed cost itemization to complete the work for the Project Contingency task, which shall require written authorization and notification to proceed (may consist of an email) from County's Contract Administrator, prior to the commencement of work. No payment will be made for any Project Contingency task performed prior to written authorization and notification to proceed, and no payment will be made for amounts in excess of the not-to-exceed amount of the authorization.

Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 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.

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

**ARTICLE II**

**Term:** This Agreement shall become effective on November 13, 2012 and shall expire on November 12, 2023.

- VII. **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, Exhibit A-3, and Exhibit A-4 hereto, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the period beginning November 13, 2012, and continuing to March 10, 2014, Consultant shall bill in accordance with the following rate schedule:

<b>The Marble Valley Specific Plan EIR</b>		
<b>Task</b>	<b>Description</b>	<b>Cost</b>
1.0	Project Initiation	\$ 2,331
2.0	Project Management and Meetings	\$ 13,288
3.0	Prepare Project Description and Notice of Preparation	\$ 14,904
4.0	Administrative Draft EIR	\$198,358
5.0	Public Draft EIR	\$ 22,731
6.0	Respond to Comments	\$ 29,526
7.0	Final EIR	\$ 12,384
8.0	Attend Public Meetings	\$ 4,766
9.0	Prepare Notice of Determination	\$ 309
10.0	Direct Expenses	\$ 2,790
	<b>TOTAL</b>	<b>\$301,387</b>

For the period beginning March 11, 2014, the effective date of the First Amendment, and continuing through July 21, 2014, the day before the effective date of the Second Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning July 22, 2014, the effective date of the Second Amendment, and continuing through April 13, 2015, the day before the effective date of the Third Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning April 14, 2015, the effective date of the Third Amendment to the Agreement and continuing through the day before the effective date of the Fifth Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C-1, marked "Amended Fee Schedule," incorporated herein and made a reference a part hereof.

For the period beginning with the effective date of this Fifth Amendment to the Agreement 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 shall be in accordance with Amended Exhibit C-2, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including subconsultant's services authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for services rendered. Any invoices that include other direct costs, or subconsultant's costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.



For the purpose of budgeting the items identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D-2, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit D-2 represent the composition of the total not-to-exceed budget for this Agreement, as amended. 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 D-2 among the various Tasks, Other Direct Costs, Project Contingency, and 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, including all of the services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4, inclusive of all work of subconsultants, costs, taxes, and expenses, shall not exceed \$716,196.64.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with Amended Exhibit B, marked "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof. Travel and mileage reimbursement rates apply to Consultant only and do not apply to Consultant's subconsultant. There shall be no markups allowed on travel or mileage rates for Consultant.

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  
Planning and Building Department  
Planning Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Mel Pabalinas, Planning Manager

or to such other location as County directs.

**VIII. ARTICLE XI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XI**

**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  
Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Mel Pabalinas  
Planning Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
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, Suite 1200  
Sacramento, California 95814

Attn.: Frank D. Freytag

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

Attn.: Maggie Townsley

or to such other location at Consultant directs.

**IX. ARTICLE XX, Administrator**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XX**

**Administrator:** The County Officer or employee with the responsibility for administering this Agreement is Mel Pabalinas, Planning Manager, Planning and Building Department, Planning Division, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #008D-A-12/13-BOS shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Agreement for Services #008D-A-12/13-BOS on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 6/23/2020

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6/23/2020

-- ICF JONES & STOKES, INC. --

By: Robert F Toth  
Robert F. Toth  
Sr. Vice President, Contracts  
"Consultant"

Digitally signed by Robert F Toth  
Date: 2020.05.26 09:03:33 -04'00'

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

By: Rosemarie Jones  
Rosemarie Jones  
Assistant Secretary

Digitally signed by Rosemarie  
Jones  
Date: 2020.05.29 14:31:47 -04'00'

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

**ICF Jones & Stokes, Inc.**  
**Exhibit A-4**  
**Additional Scope of Services**  
**Village of Marble Valley Specific Plan EIR**

Consultant shall perform the additional work outlined in this augmentation to the Scope of Services of the Agreement for the preparation of the Village of Marble Valley Specific Plan (VMVSP) Environmental Impact Report (EIR). The specific Scope and Tasks affected are described in detail below.

**Scope of Work**

***Task 2 Project Management***

Consultant management staff shall attend weekly calls, update schedules, prepare progress reports and other tasks. Consultant has allotted two (2) hours per week for the project for Consultant's project manager, and one (1) hour a week for Consultant's assistants, and 0.5 hour a week for Consultant's project director for the three (3) year extension. We understand that the number of calls necessary may vary from time to time.

***Task 4 Administrative Draft EIR & 5 Public Draft EIR***

**Air Quality (AQ)/ Greenhouse Gas (GHG)**

AQ and GHG regulations, guidance, and models have been revised and updated over the extended timeframe that the VMVSP has been on hold. Based on discussions with the applicant and County, Consultant has remodeled AQ and GHG emissions to reflect more current conditions and assumptions. Consultant has also completed revisions to the regulatory settings and thresholds. This work was completed between April and October 2019 under a reallocation and is not included in the associated cost estimate.

The following tasks are needed to finish updating the AQ and GHG chapters for the public draft EIR.

1. Finalization of the GHG mitigation, including quantification of potential emissions reductions.
2. Updates to the AQ and GHG chapters to incorporate the finalized mitigation.
3. Coordination with the applicant and County regarding the mitigated analysis.
4. Completion of the alternatives analysis and cumulative impact assessment.

Per discussions with the applicant and County, the Friant Ranch decision will be addressed by modeling emissions using Strategic Area Project Health Screening Tools for Sacramento and Rancho Cordova, which would yield conservative results for El Dorado County. This scope of work does not include any quantitative photochemical modeling. If air district guidance or public/agency comments received on the Public Draft EIR indicate the need to perform a quantitative analysis, a scope and budget augment will be required to reflect the additional work. If a quantitative analysis is needed the work will be provided under Task 11.

***Update EIR Consistent with Current Appendix G Checklist and Current Conditions***

Because the project has been on hold for several years, it will be necessary to revise analysis and update references throughout the document. This task shall include checking planning documents, figures related to population and services, and regulations including the 2018 CEQA Guidelines and thresholds amendments and updating as necessary. Consultant assumes that no document reorganization will be necessary. This task also includes editing revisions for consistency, addressing County and applicant comments, and preparing the draft document for circulation.

***Task 9 Prepare Notice of Determination***

Consultant hours have increased based upon experience with other planning projects in El Dorado County.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject: Travel Expense and Reimbursement	Policy Number: D - 1	Page Number: 1 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

**PURPOSE**

The purpose of this policy is to establish authorized travel and business expenses as well as reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance and Claim Processing



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Table with 2 columns and 2 rows. Row 1: Subject: Travel Expense and Reimbursement; Policy Number: D - 1; Page Number: 2 of 8. Row 2: Date Adopted: 10/22/2019; Effective Date: 10/22/2019.

I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility," it is the primary responsibility of Department Heads to maintain their departments' expenditure levels within the Board-approved budget. In accordance with this responsibility, Department Heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, volunteers, contractors, and consultants subject to the provisions of this policy. The Department Head is responsible for ensuring all travel reimbursement requests comply with this policy.

- 1. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should they gain any undue benefit.
2. Travel shall be authorized only when the Department Head or designee determines it is in the best interest of the County.
3. County officers or employees traveling in the performance of their duties shall be reimbursed for their actual expenses and shall be reimbursed within maximum rate limits established by the Board of Supervisors.
4. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
5. Travel arrangements should be economical, practical, and reasonable considering the travel purpose, timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties as determined solely by the Department Head or designee.
6. Department Heads are responsible for ensuring all travel requests comply with California Government Code Section 11139.8.
7. Prior to December 31st of each year, the Auditor-Controller shall publish each department's travel expenses for the prior fiscal year.

II. Authorization to Travel

A. General Conditions

- 1. Authorization by the Department Head or designee is required for travel.

III. Transportation Expenses

A. General Conditions



# COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject:  Travel Expense and Reimbursement	Policy Number:  D - 1	Page Number:  3 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return. Transportation expenses may also include mileage from approved lodging to event and back.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available as determined and authorized by the Department Head or designee and taking into consideration the purpose of the travel.

## B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

### 1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the Department Head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.
- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the Department Head or designee. Transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal (not reimbursable) cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle when the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source.





COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Table with 2 columns and 2 rows. Row 1: Subject: Travel Expense and Reimbursement; Policy Number: D - 1; Page Number: 4 of 8. Row 2: Date Adopted: 10/22/2019; Effective Date: 10/22/2019.

(d) If an employee is required to travel to a temporary work location from their place of residence, or to travel from a temporary work location to their place of residence at the end of their shift, the employee is entitled to mileage reimbursement for the amount of miles to the temporary work location from either their primary work location or residence, depending on which distance is shorter.

2. County Vehicle Transportation

- (a) Travelers using a County vehicle for traveling should to the extent possible purchase fuel using the County Fleet fueling program.
(b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the Department Head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
(c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.

3. Rental Vehicle Transportation

- (a) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the Department Head or designee. Rental cars shall be refueled prior to return to the rental agency except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency or for any other purpose deemed reasonable by the Department Head or designee.
(a) Unless otherwise approved, rental cars shall be returned to the renting location and at a time commensurate with the completion of County business.
(b) Rental cars must be rented under the name of the authorized traveler and shall only be driven by a County employee.
(c) The traveler shall waive additional vehicle insurance provided by the rental company.

4. Commercial Carrier Transportation

- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Table with 2 columns and 2 rows containing metadata: Subject (Travel Expense and Reimbursement), Policy Number (D - 1), Page Number (5 of 8), Date Adopted (10/22/2019), and Effective Date (10/22/2019).

arrangements that minimize County cost (for example, purchasing a round-trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.

5. Other Transportation Expenses

- (a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:
(i) Taxi, rideshare services, shuttle, ferry, or public transit fares;
(ii) Parking fees: Long-term parking or the least expensive parking option at an airport is preferred, understanding the Department Head or designee may make an exception as needed. Valet parking is discouraged but the Department Head or designee may approve valet parking when needed;
(iii) Bridge or road tolls (actual cost, not including penalties or fees);
(iv) Reasonable costs for snow chain installation and removal; and
(v) Other actual transportation expenses determined to be reasonable and necessary by the Department Head or designee.
(b) The following transportation expenses may not be claimed unless approved by the Department Head or designee:
(i) Traffic and parking violations, including fines for non-payment of bridge or road tolls;
(ii) Repairs on non-County vehicles;
(iii) Mileage for personal trips while on County business;
(iv) Purchase cost of snow chains;
(v) Gratuities for taxi or rideshare services; and
(vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the Department Head or designee.

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

- 1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel. In addition, when an employee from one slope of



**COUNTY OF EL DORADO, CALIFORNIA**  
**BOARD OF SUPERVISORS POLICY**

Amended Exhibit B

Subject:  Travel Expense and Reimbursement	Policy Number:  D - 1	Page Number:  6 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

the County is required to spend all or part of the workday on the other slope, the employee is allowed to claim meal reimbursement subject to the provisions of section IV.A.2 of this policy.

2. Reimbursement for meals shall be made only when travel extends for a minimum of six (6) hours during the normal working day. The table below is a guide for Departments to assist in allowing meal per diem.

Meal	Travel Begins Before	Trip Ends After
Breakfast	6:00 am	7:00 am
Lunch	11:00 am	12:00 pm
Dinner	5:00 pm	6:00 pm

For purposes of determining eligibility for reimbursement, travel shall be considered to begin when the Traveler departs their residence if the trip begins before or after normal office hours. If the trip begins during normal office hours, travel shall be considered to begin when the Traveler departs his/her office. Reimbursement must include the travel or airfare itinerary required to substantiate two hour time before departure time and arrival time.

3. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
4. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
5. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the Department Head or designee.
6. Unless specifically approved by the Department Head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate



# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

Subject:  Travel Expense and Reimbursement	Policy Number:  D - 1	Page Number:  7 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

meals authorized by the Department Head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.

7. A traveler may not claim reimbursement for a meal that was paid for by someone else. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

### V. Lodging Expenses

- A. Travelers are eligible to claim reimbursement for lodging upon approval of the Department Head or designee. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate. Lodging costs may exceed the County's maximum lodging rate when necessary upon approval of the Department Head or designee.

### VI. Advance Payments

Departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling. However, when this option is not available or practical, an advance may be requested.

- A. Upon request of the Department Head or designee, the Auditor may provide advance funds for estimated "out of pocket" expenses up to 100% for meals, and 75% for all other expenses.
- B. A County credit card may not be used for expenses for which the traveler has received an advance.

### VII. Compliance and Claim Processing

- A. It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel, and expense claims. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.



# COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject:  Travel Expense and Reimbursement	Policy Number:  D - 1	Page Number:  8 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

- B. Requests for travel reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.
- C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

### RESPONSIBLE DEPARTMENT

Chief Administrative Office  
Auditor-Controller

### DATES ISSUED AND REVISED; SUNSET DATE

<b>Issue Date:</b>	10/22/2019	<b>Sunset Review Date:</b>	12/31/2022
<b>Original Adoption Date:</b>	10/22/1987	<b>Previous Revision Date:</b>	12/13/2016

**ICF Jones & Stokes, Inc.**

**Amended Exhibit C-2**

**Amended Fee Schedule**

<b>Project Role</b>	<b>Rate</b>
Project Director	\$291.61
Project Manager	\$198.83
Project Coordinator	\$122.51
CEQA Advisor	\$197.84
CEQA Advisor-Senior	\$203.61
Land Use Planner	\$149.67
Public Outreach	\$166.30
Air Quality III	\$184.57
Air Quality II	\$125.76
Air Quality I	\$ 88.28
Wildlife Biologist Senior	\$179.86
Wildlife Biologist	\$145.17
Botanist - Senior	\$167.11
Botanist	\$135.82
Archaeologist - Senior	\$131.39
Archaeologist	\$ 88.12
Historian	\$105.89
Paleontologist	\$146.12
Geologist	\$139.63
Geologist - Senior	\$174.82
CEQA-Generalist	\$ 82.23
Hazards / Haz Mat & Public Services	\$143.11
Hydrologist - Senior	\$139.63
Hydrologist	\$111.65
Water Resources Planner	\$198.23
Land Use Planning/ Agriculture	\$134.29
Noise Specialist - Senior	\$235.76
Noise Specialist	\$ 120.11
Visual Resources Specialist	\$167.96
Graphics	\$152.82
GIS	\$ 99.63
Editor	\$128.12
Support Editor	\$ 88.69
Publications Specialist	\$ 79.81
Admin Tech	\$ 64.21
Finance Project Administrator – Senior	\$ 91.16
Finance Project Administrator	\$ 71.33

**ICF Jones & Stokes, Inc.**

**Amended Exhibit C-2**

**Amended Fee Schedule**

*Explanation of Rates*

1. Hourly rates include direct labor, benefits, and general and administrative overhead costs.
  
2. Indirect Expenses:

Subconsultants	10% markup
Non-labor costs	10% markup
Travel, Auto	In accordance with ARTICLE III, Compensation for Services, of this Agreement

**ICF Jones & Stokes, Inc.**

**Amended Exhibit D-2**

**Amended Cost Estimate**

**ICF Jones & Stokes, Inc.**

Task 1.	Project Initiation	\$	2,266.09
Task 2.	Project Management and Meetings	\$	71,078.28
Task 3.	Prepare Project Description and NOP	\$	14,841.68
Task 4.	Administrative Draft EIR	\$	369,245.00
Task 5.	Public Draft EIR	\$	148,586.98
Task 6.	Respond to Comments	\$	28,743.82
Task 7.	Final EIR	\$	14,217.13
Task 8.	Attend Public Meetings	\$	8,852.47
Task 9.	Prepare Notice of Determination	\$	443.84

Labor Total \$ 658,275.29

Mileage and Direct Costs \$ 6,486.35

Total Prime Costs \$ 664,761.64

Task 11 Contingency \$ 50,000.00

**Subconsultants:**

**Tully & Young**

Task 4 \$ 1,435.00

**Total Proposed Budget Cost Estimate\$ 716,196.64**

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 subconsultants, and among the various Tasks, Mileage and Direct Costs, and Contingency identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract (\$716,196.64) be exceeded.



# ORIGINAL

## ICF Jones & Stokes, Inc.

### FIFTH AMENDMENT TO AGREEMENT FOR SERVICES #008D-A-12/13-BOS

**THIS FIFTH AMENDMENT** to that Agreement for Services #008D-A-12/13-BOS 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, and whose local place of business is 980 9th Street, Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, pursuant to Agreement for Services #008D-A-12/13-BOS, dated November 13, 2012, First Amendment to Agreement for Services #008D-A-12/13-BOS, dated March 11, 2014, Second Amendment to Agreement for Services #008D-A-12/13-BOS, dated July 22, 2014, Third Amendment to Agreement for Services #008D-A-12/13-BOS, dated April 14, 2015, and Fourth Amendment to Agreement for Services #008D-A-12/13-BOS, dated March 8, 2016, 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 Services**, and adding **Exhibit A-4, Additional Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of November 12, 2020 for three (3) additional years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to remove the reference to the separate Agreement between County and Marble Valley Company, LLC, and increase the not-to-exceed compensation amount of the Agreement by \$120,939.64, amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit C-1, Amended Fee Schedule** with **Amended Exhibit C-2, Amended Fee Schedule**, and **Amended Exhibit D-1, Cost Estimate** with **Amended Exhibit D-2, Amended Cost Estimate**;

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

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XX, Administrator**;

**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 Fifth Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Agency, Long Range Planning Division throughout the Agreement shall read Planning and Building Department, Planning Division.
- II. All references to Community Development Agency, Administration and Finance Division throughout the Agreement shall read Chief Administrative Office.
- III. Exhibit B, Board of Supervisors Policy D-1 is replaced in its entirety with Amended Exhibit B, Board of Supervisors Policy D-1 attached hereto and incorporated herein by reference. All references to Exhibit B, Board of Supervisors Policy D-1 throughout the Agreement are substituted with Amended Exhibit B, Board of Supervisors Policy D-1.
- IV. Amended Exhibit D-1, Cost Estimate is replaced in its entirety with Amended Exhibit D-2, Amended Cost Estimate attached hereto and incorporated herein by reference. All references to Amended Exhibit D-1, Cost Estimate throughout the Agreement are substituted with Amended Exhibit D-2, Amended Cost Estimate.
- V. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE I**

**Scope of Services:** Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment, and services necessary to prepare a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado. Services shall include, but are not limited to, those tasks identified in Exhibit A, marked "Village of Marble Valley Specific Plan EIR Scope of Work," Exhibit A-1, marked "Additional Scope of Services," Exhibit A-2, marked "Additional Scope of Services," Exhibit A-3, marked "Additional Scope of Services," and Exhibit A-4, marked "Additional Scope of Services," all incorporated herein and made by reference a part hereof.

County's Contract Administrator will issue Consultant written Notices to Proceed for all of the Tasks listed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 herein, not including Contingency Work, and Consultant shall not commence any work until receiving each Notice to Proceed.

In addition to the specific services identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4, this Agreement may also include Project

Contingency work. Such Project Contingency work may supplement, expand, or otherwise modify the Scope of Services or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work for Project Contingency, under this Agreement, the specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the applicable standards, required deliverables, specific Consultant staff or subconsultant to be used, and any task-related mileage budget, if applicable, 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, target completion date, and a not-to-exceed cost itemization to complete the work for the Project Contingency task, which shall require written authorization and notification to proceed (may consist of an email) from County's Contract Administrator, prior to the commencement of work. No payment will be made for any Project Contingency task performed prior to written authorization and notification to proceed, and no payment will be made for amounts in excess of the not-to-exceed amount of the authorization.

Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4 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.

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

**ARTICLE II**

**Term:** This Agreement shall become effective on November 13, 2012 and shall expire on November 12, 2023.

- VII. **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, Exhibit A-3, and Exhibit A-4 hereto, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the period beginning November 13, 2012, and continuing to March 10, 2014, Consultant shall bill in accordance with the following rate schedule:

<b>The Marble Valley Specific Plan EIR</b>		
<b>Task</b>	<b>Description</b>	<b>Cost</b>
1.0	Project Initiation	\$ 2,331
2.0	Project Management and Meetings	\$ 13,288
3.0	Prepare Project Description and Notice of Preparation	\$ 14,904
4.0	Administrative Draft EIR	\$198,358
5.0	Public Draft EIR	\$ 22,731
6.0	Respond to Comments	\$ 29,526
7.0	Final EIR	\$ 12,384
8.0	Attend Public Meetings	\$ 4,766
9.0	Prepare Notice of Determination	\$ 309
10.0	Direct Expenses	\$ 2,790
	<b>TOTAL</b>	<b>\$301,387</b>

For the period beginning March 11, 2014, the effective date of the First Amendment, and continuing through July 21, 2014, the day before the effective date of the Second Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning July 22, 2014, the effective date of the Second Amendment, and continuing through April 13, 2015, the day before the effective date of the Third Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning April 14, 2015, the effective date of the Third Amendment to the Agreement and continuing through the day before the effective date of the Fifth Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C-1, marked "Amended Fee Schedule," incorporated herein and made a reference a part hereof.

For the period beginning with the effective date of this Fifth Amendment to the Agreement 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 shall be in accordance with Amended Exhibit C-2, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including subconsultant's services authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for services rendered. Any invoices that include other direct costs, or subconsultant's costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purpose of budgeting the items identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D-2, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit D-2 represent the composition of the total not-to-exceed budget for this Agreement, as amended. 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 D-2 among the various Tasks, Other Direct Costs, Project Contingency, and 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, including all of the services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, and Exhibit A-4, inclusive of all work of subconsultants, costs, taxes, and expenses, shall not exceed \$716,196.64.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with Amended Exhibit B, marked "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof. Travel and mileage reimbursement rates apply to Consultant only and do not apply to Consultant's subconsultant. There shall be no markups allowed on travel or mileage rates for Consultant.

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  
Planning and Building Department  
Planning Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Mel Pabalinas, Planning Manager

or to such other location as County directs.

**VIII. ARTICLE XI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XI**

**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  
Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Mel Pabalinas  
Planning Manager

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
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, Suite 1200  
Sacramento, California 95814

Attn.: Frank D. Freytag

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

Attn.: Maggie Townsley

or to such other location at Consultant directs.

**IX. ARTICLE XX, Administrator**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XX**

**Administrator:** The County Officer or employee with the responsibility for administering this Agreement is Mel Pabalinas, Planning Manager, Planning and Building Department, Planning Division, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #008D-A-12/13-BOS shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Agreement for Services #008D-A-12/13-BOS on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 

Dated: 6/23/2020

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6/23/2020

-- ICF JONES & STOKES, INC. --

By: Robert F Toth  
Robert F. Toth  
Sr. Vice President, Contracts  
"Consultant"

Digitally signed by Robert F Toth  
Date: 2020.05.26 09:03:33 -04'00'

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

By: Rosemarie Jones  
Rosemarie Jones  
Assistant Secretary

Digitally signed by Rosemarie  
Jones  
Date: 2020.05.29 14:31:47 -04'00'

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

**ICF Jones & Stokes, Inc.**  
**Exhibit A-4**  
**Additional Scope of Services**  
**Village of Marble Valley Specific Plan EIR**

Consultant shall perform the additional work outlined in this augmentation to the Scope of Services of the Agreement for the preparation of the Village of Marble Valley Specific Plan (VMVSP) Environmental Impact Report (EIR). The specific Scope and Tasks affected are described in detail below.

**Scope of Work**

***Task 2 Project Management***

Consultant management staff shall attend weekly calls, update schedules, prepare progress reports and other tasks. Consultant has allotted two (2) hours per week for the project for Consultant's project manager, and one (1) hour a week for Consultant's assistants, and 0.5 hour a week for Consultant's project director for the three (3) year extension. We understand that the number of calls necessary may vary from time to time.

***Task 4 Administrative Draft EIR & 5 Public Draft EIR***

**Air Quality (AQ)/ Greenhouse Gas (GHG)**

AQ and GHG regulations, guidance, and models have been revised and updated over the extended timeframe that the VMVSP has been on hold. Based on discussions with the applicant and County, Consultant has remodeled AQ and GHG emissions to reflect more current conditions and assumptions. Consultant has also completed revisions to the regulatory settings and thresholds. This work was completed between April and October 2019 under a reallocation and is not included in the associated cost estimate.

The following tasks are needed to finish updating the AQ and GHG chapters for the public draft EIR.

1. Finalization of the GHG mitigation, including quantification of potential emissions reductions.
2. Updates to the AQ and GHG chapters to incorporate the finalized mitigation.
3. Coordination with the applicant and County regarding the mitigated analysis.
4. Completion of the alternatives analysis and cumulative impact assessment.



Per discussions with the applicant and County, the Friant Ranch decision will be addressed by modeling emissions using Strategic Area Project Health Screening Tools for Sacramento and Rancho Cordova, which would yield conservative results for El Dorado County. This scope of work does not include any quantitative photochemical modeling. If air district guidance or public/agency comments received on the Public Draft EIR indicate the need to perform a quantitative analysis, a scope and budget augment will be required to reflect the additional work. If a quantitative analysis is needed the work will be provided under Task 11.

***Update EIR Consistent with Current Appendix G Checklist and Current Conditions***

Because the project has been on hold for several years, it will be necessary to revise analysis and update references throughout the document. This task shall include checking planning documents, figures related to population and services, and regulations including the 2018 CEQA Guidelines and thresholds amendments and updating as necessary. Consultant assumes that no document reorganization will be necessary. This task also includes editing revisions for consistency, addressing County and applicant comments, and preparing the draft document for circulation.

***Task 9 Prepare Notice of Determination***

Consultant hours have increased based upon experience with other planning projects in El Dorado County.



COUNTY OF EL DORADO, CALIFORNIA  
BOARD OF SUPERVISORS POLICY

Subject: Travel Expense and Reimbursement	Policy Number: D - 1	Page Number: 1 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

**PURPOSE**

The purpose of this policy is to establish authorized travel and business expenses as well as reimbursement policies, rules and claim procedures for persons authorized to conduct County business. This policy applies to all County officers and employees, members of legislative or advisory bodies established by the Board (salaried or not), volunteers, contractors, and consultants traveling on County business when authorized under the terms of this policy. For ease of reference, the Travel Policy is presented in the following sections:

- I. General Policy
- II. Authorization to Travel
- III. Transportation Expenses
- IV. Meal Expenses
- V. Lodging Expenses
- VI. Advance Payments
- VII. Compliance and Claim Processing



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Table with 2 columns and 2 rows. Row 1: Subject: Travel Expense and Reimbursement; Policy Number: D - 1; Page Number: 2 of 8. Row 2: Date Adopted: 10/22/2019; Effective Date: 10/22/2019.

I. GENERAL POLICY:

Pursuant to Board of Supervisors Policy B-1, "Budget Control and Responsibility," it is the primary responsibility of Department Heads to maintain their departments' expenditure levels within the Board-approved budget. In accordance with this responsibility, Department Heads shall have broad discretion and authority related to travel activities and expenses for their departmental employees, volunteers, contractors, and consultants subject to the provisions of this policy. The Department Head is responsible for ensuring all travel reimbursement requests comply with this policy.

- 1. County officers and employees should not suffer any undue loss when required to travel on official County business, nor should they gain any undue benefit.
2. Travel shall be authorized only when the Department Head or designee determines it is in the best interest of the County.
3. County officers or employees traveling in the performance of their duties shall be reimbursed for their actual expenses and shall be reimbursed within maximum rate limits established by the Board of Supervisors.
4. Contractors and consultants may be reimbursed in accordance with this policy when such reimbursement is authorized pursuant to an agreement for services.
5. Travel arrangements should be economical, practical, and reasonable considering the travel purpose, timeframe available to accomplish the travel mission, available transportation and facilities, and time away from other duties as determined solely by the Department Head or designee.
6. Department Heads are responsible for ensuring all travel requests comply with California Government Code Section 11139.8.
7. Prior to December 31st of each year, the Auditor-Controller shall publish each department's travel expenses for the prior fiscal year.

II. Authorization to Travel

A. General Conditions

- 1. Authorization by the Department Head or designee is required for travel.

III. Transportation Expenses

A. General Conditions



# COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject:  Travel Expense and Reimbursement	Policy Number:  D - 1	Page Number:  3 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

1. Transportation expenses are the direct costs related to movement of the traveler from the authorized point of departure to the destination of travel and back to the authorized point of return. Transportation expenses may also include mileage from approved lodging to event and back.
2. All transportation expenses incurred shall be based upon the most efficient, direct, and economical mode of transportation available as determined and authorized by the Department Head or designee and taking into consideration the purpose of the travel.

## B. Vehicle Transportation

Vehicle use (both County-owned and private) by authorized travelers during official County business is subject to Board of Supervisors Policy D-4: County Vehicle Use-Privately Owned and County Owned Vehicles.

### 1. Private Vehicle

The use of private vehicles is discouraged. The use of a County fleet vehicle is preferred; however, reimbursement for use of a private vehicle, when such use has been authorized by the Department Head or designee, may be reimbursed subject to the following:

- (a) Travel by private vehicle will be reimbursed at the IRS rate for business use of a personal vehicle in effect in the County at the time of travel. This mileage reimbursement rate shall be considered to be full reimbursement for all costs in use of the private vehicle, except for reasonable costs for snow chain installation and removal.
- (b) If air travel would be less costly but the County Traveler prefers to drive, the County will reimburse the traveler for transportation costs equal to what the cost of air travel would have been, including airfare, shuttle, car rental, mileage to the airport, and other costs determined to be reasonable by the Department Head or designee. Transportation costs over and above that amount, as well as any extra days of lodging, meals and incidentals incurred as a result of the decision to drive will be considered a personal (not reimbursable) cost of the traveler.
- (c) Authorized travelers may not claim mileage for business use of a private vehicle when the traveler is riding with someone who will be claiming reimbursement for the vehicle's use from the County or another source.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Table with 2 columns and 2 rows containing metadata: Subject (Travel Expense and Reimbursement), Policy Number (D - 1), Page Number (4 of 8), Date Adopted (10/22/2019), and Effective Date (10/22/2019).

(d) If an employee is required to travel to a temporary work location from their place of residence, or to travel from a temporary work location to their place of residence at the end of their shift, the employee is entitled to mileage reimbursement for the amount of miles to the temporary work location from either their primary work location or residence, depending on which distance is shorter.

2. County Vehicle Transportation

- (a) Travelers using a County vehicle for traveling should to the extent possible purchase fuel using the County Fleet fueling program.
(b) Travelers required to fuel a County vehicle at their own expense due to the unavailability of a county-authorized fueling site, or for other reasons deemed justified by the Department Head or designee, may be reimbursed for the actual fuel costs subject to presentation of receipt(s).
(c) If the County vehicle experiences mechanical failure, the traveler shall follow the rules set forth by Fleet Management.

3. Rental Vehicle Transportation

- (a) The traveler shall choose the least expensive size and mileage limits appropriate to the use required, as determined by the Department Head or designee. Rental cars shall be refueled prior to return to the rental agency except when the traveler is escorting a person who is under County supervision by an employee of the Sheriff's Office, the District Attorney's Office, the Public Defender's Office, the Probation Department, or Health and Human Services Agency or for any other purpose deemed reasonable by the Department Head or designee.
(a) Unless otherwise approved, rental cars shall be returned to the renting location and at a time commensurate with the completion of County business.
(b) Rental cars must be rented under the name of the authorized traveler and shall only be driven by a County employee.
(c) The traveler shall waive additional vehicle insurance provided by the rental company.

4. Commercial Carrier Transportation

- (a) Travelers shall seek and attempt to use the lowest rates available for the type of commercial carrier service being utilized. Whenever possible, travelers should take advantage of flight



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Table with 2 columns: Subject (Travel Expense and Reimbursement), Policy Number (D - 1), Page Number (5 of 8), Date Adopted (10/22/2019), Effective Date (10/22/2019)

arrangements that minimize County cost (for example, purchasing a round-trip ticket may be less expensive than two one-way tickets). No reimbursement will be provided for travel agent fees, unless the use of such services is a requirement to conduct County business.

5. Other Transportation Expenses

- (a) The following necessary transportation expenses may be claimed at actual cost when directly related to transporting the traveler to and from the business destination point:
(i) Taxi, rideshare services, shuttle, ferry, or public transit fares;
(ii) Parking fees: Long-term parking or the least expensive parking option at an airport is preferred, understanding the Department Head or designee may make an exception as needed. Valet parking is discouraged but the Department Head or designee may approve valet parking when needed;
(iii) Bridge or road tolls (actual cost, not including penalties or fees);
(iv) Reasonable costs for snow chain installation and removal; and
(v) Other actual transportation expenses determined to be reasonable and necessary by the Department Head or designee.
(b) The following transportation expenses may not be claimed unless approved by the Department Head or designee:
(i) Traffic and parking violations, including fines for non-payment of bridge or roadtolls;
(ii) Repairs on non-County vehicles;
(iii) Mileage for personal trips while on County business;
(iv) Purchase cost of snow chains;
(v) Gratuities for taxi or rideshare services; and
(vi) Other actual transportation expenses determined to be unreasonable or unnecessary by the Department Head or designee.

IV. Meal Expenses

A. Eligibility for Meal Expense Reimbursement

- 1. Meal expenses, within maximum allowable rates set forth herein, may be reimbursed for out-of-county travel, and for in-County overnight travel. In addition, when an employee from one slope of



# COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject:  Travel Expense and Reimbursement	Policy Number:  D - 1	Page Number:  6 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

the County is required to spend all or part of the workday on the other slope, the employee is allowed to claim meal reimbursement subject to the provisions of section IV.A.2 of this policy.

2. Reimbursement for meals shall be made only when travel extends for a minimum of six (6) hours during the normal working day. The table below is a guide for Departments to assist in allowing meal per diem.

Meal	Travel Begins Before	Trip Ends After
Breakfast	6:00 am	7:00 am
Lunch	11:00 am	12:00 pm
Dinner	5:00 pm	6:00 pm

For purposes of determining eligibility for reimbursement, travel shall be considered to begin when the Traveler departs their residence if the trip begins before or after normal office hours. If the trip begins during normal office hours, travel shall be considered to begin when the Traveler departs his/her office. Reimbursement must include the travel or airfare itinerary required to substantiate two hour time before departure time and arrival time.

3. Reimbursement rates for individual meals shall be at the individual meal rate for that individual meal as established by the GSA.
4. Reimbursement may exceed the prescribed individual meal rate if the meal is being served as a part of the authorized event and the cost of the meal is itemized separately from the event's registration or attendance fees. For example, the registration fee for a multi-day conference includes lunches but an optional dinner is offered on one night at an additional cost.
5. Reimbursement may exceed the prescribed individual meal rate when a group meal is provided, and when approved by the Department Head or designee.
6. Unless specifically approved by the Department Head or designee, a traveler may not claim reimbursement for any meal which is provided, or otherwise available, to the traveler as part of the function, whether or not there is an actual charge for the meal. For example, if lunch is provided at the function, the traveler may not claim a per diem allowance or request reimbursement for eating elsewhere. Receipts will be required for reimbursement of alternate



## COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject:  Travel Expense and Reimbursement	Policy Number:  D - 1	Page Number:  7 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

meals authorized by the Department Head or designee. For purposes of this section, continental breakfast and breakfast included in lodging rates and meals provided during airline or other commercial carrier travel do not constitute provided meals and shall not be deducted from the per diem allowance.

7. A traveler may not claim reimbursement for a meal that was paid for by someone else. As required by California Government Code 53232.2 Board of Supervisors members must provide receipts for all meals and will be reimbursed at the appropriate per diem amount or the actual expense, whichever is less.

#### V. Lodging Expenses

- A. Travelers are eligible to claim reimbursement for lodging upon approval of the Department Head or designee. Lodging expenses shall be claimed at either the actual cost of the lodging (limited to single occupancy rate for a single room) or the County's maximum lodging rate (Federal Per Diem Rate established by GSA), whichever is less. Taxes and resort fees are in addition to the Federal Per Diem Rate. Lodging costs may exceed the County's maximum lodging rate when necessary upon approval of the Department Head or designee.

#### VI. Advance Payments

Departments are encouraged to pre-pay expenses, to the extent feasible, using a County credit card, and to provide travelers with County credit cards (subject to credit card use policy) when traveling. However, when this option is not available or practical, an advance may be requested.

- A. Upon request of the Department Head or designee, the Auditor may provide advance funds for estimated "out of pocket" expenses up to 100% for meals, and 75% for all other expenses.
- B. A County credit card may not be used for expenses for which the traveler has received an advance.

#### VII. Compliance and Claim Processing

- A. It is the responsibility of the claimant to understand and follow all policies and procedures herein in order to receive reimbursement for mileage, travel, and expense claims. The failure to properly complete any form or follow any policy or procedure may result in the return of a claim without reimbursement.





# COUNTY OF EL DORADO, CALIFORNIA

## BOARD OF SUPERVISORS POLICY

Subject: Travel Expense and Reimbursement	Policy Number: D - 1	Page Number: 8 of 8
	Date Adopted: 10/22/2019	Effective Date: 10/22/2019

- B. Requests for travel reimbursement shall be processed using forms specified by the County Auditor-Controller and Chief Administrative Office.
- C. Department Heads are responsible for ensuring that claims for reimbursement are submitted to the Auditor-Controller's Office in a timely fashion, preferably within 30 days following completion of the travel.

### RESPONSIBLE DEPARTMENT

Chief Administrative Office  
Auditor-Controller

### DATES ISSUED AND REVISED; SUNSET DATE

<b>Issue Date:</b>	10/22/2019	<b>Sunset Review Date:</b>	12/31/2022
<b>Original Adoption Date:</b>	10/22/1987	<b>Previous Revision Date:</b>	12/13/2016

**ICF Jones & Stokes, Inc.**

**Amended Exhibit C-2**

**Amended Fee Schedule**

<b>Project Role</b>	<b>Rate</b>
Project Director	\$291.61
Project Manager	\$198.83
Project Coordinator	\$122.51
CEQA Advisor	\$197.84
CEQA Advisor-Senior	\$203.61
Land Use Planner	\$149.67
Public Outreach	\$166.30
Air Quality III	\$184.57
Air Quality II	\$125.76
Air Quality I	\$ 88.28
Wildlife Biologist Senior	\$179.86
Wildlife Biologist	\$145.17
Botanist - Senior	\$167.11
Botanist	\$135.82
Archaeologist - Senior	\$131.39
Archaeologist	\$ 88.12
Historian	\$105.89
Paleontologist	\$146.12
Geologist	\$139.63
Geologist - Senior	\$174.82
CEQA-Generalist	\$ 82.23
Hazards / Haz Mat & Public Services	\$143.11
Hydrologist - Senior	\$139.63
Hydrologist	\$111.65
Water Resources Planner	\$198.23
Land Use Planning/ Agriculture	\$134.29
Noise Specialist - Senior	\$235.76
Noise Specialist	\$ 120.11
Visual Resources Specialist	\$167.96
Graphics	\$152.82
GIS	\$ 99.63
Editor	\$128.12
Support Editor	\$ 88.69
Publications Specialist	\$ 79.81
Admin Tech	\$ 64.21
Finance Project Administrator – Senior	\$ 91.16
Finance Project Administrator	\$ 71.33

**ICF Jones & Stokes, Inc.**

**Amended Exhibit C-2**

**Amended Fee Schedule**

*Explanation of Rates*

1. Hourly rates include direct labor, benefits, and general and administrative overhead costs.
  
2. Indirect Expenses:

Subconsultants	10% markup
Non-labor costs	10% markup
Travel, Auto	In accordance with ARTICLE III, Compensation for Services, of this Agreement

**ICF Jones & Stokes, Inc.**

**Amended Exhibit D-2**

**Amended Cost Estimate**

**ICF Jones & Stokes, Inc.**

Task 1.	Project Initiation	\$	2,266.09
Task 2.	Project Management and Meetings	\$	71,078.28
Task 3.	Prepare Project Description and NOP	\$	14,841.68
Task 4.	Administrative Draft EIR	\$	369,245.00
Task 5.	Public Draft EIR	\$	148,586.98
Task 6.	Respond to Comments	\$	28,743.82
Task 7.	Final EIR	\$	14,217.13
Task 8.	Attend Public Meetings	\$	8,852.47
Task 9.	Prepare Notice of Determination	\$	443.84

Labor Total \$ 658,275.29

Mileage and Direct Costs \$ 6,486.35

Total Prime Costs \$ 664,761.64

Task 11 Contingency \$ 50,000.00

**Subconsultants:**

**Tully & Young**

Task 4 \$ 1,435.00

**Total Proposed Budget Cost Estimate\$ 716,196.64**

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 subconsultants, and among the various Tasks, Mileage and Direct Costs, and Contingency identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract (\$716,196.64) be exceeded.

**ICF Jones & Stokes, Inc.**

**SIXTH AMENDMENT TO AGREEMENT FOR SERVICES #008D-A-12/13-BOS**

**THIS SIXTH AMENDMENT** to that Agreement for Services #008D-A-12/13-BOS 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, and whose local place of business 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 in the preparation of a legally and technically adequate Environmental Impact Report (hereafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, pursuant to Agreement for Services #008D-A-12/13-BOS, dated November 13, 2012, First Amendment to Agreement for Services #008D-A-12/13-BOS, dated March 11, 2014, Second Amendment to Agreement for Services #008D-A-12/13-BOS, dated July 22, 2014, Third Amendment to Agreement for Services #008D-A-12/13-BOS, dated April 14, 2015, Fourth Amendment to Agreement for Services #008D-A-12/13-BOS, dated March 8, 2016, and Fifth Amendment to Agreement for Services #008D-A-12/13-BOS, dated June 23, 2020 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 Services**, and adding **Exhibit A-5, Additional Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$71,345.40, amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit D-2, Amended Cost Estimate** with **Amended Exhibit D-3, Amended Cost Estimate**;

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

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XX, Administrator**;

**WHEREAS**, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions and memorialize the independent contractor relationship created through this agreement;

**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 Sixth Amendment to Agreement for Services #008D-A-12/13-BOS on the following terms and conditions:

- I. Amended Exhibit D-2, Amended Cost Estimate is replaced in its entirety with Amended Exhibit D-3, Amended Cost Estimate attached hereto and incorporated herein by reference. All references to Amended Exhibit D-2, Cost Estimate throughout the Agreement are substituted with Amended Exhibit D-3, Amended Cost Estimate.
- II. **ARTICLE I, Scope of Services**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE I**

**Scope of Services:** Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and services necessary to prepare a legally and technically adequate EIR which would be certified by the Board of Supervisors of the County of El Dorado. Services shall include, but are not limited to, those tasks identified in Exhibit A, marked "The Lime Rock Valley Specific Plan EIR Scope of Work," Exhibit A-1, marked "Additional Scope of Services," Exhibit A-2, marked "Additional Scope of Services," Exhibit A-3, marked "Additional Scope of Services," Exhibit A-4, marked "Additional Scope of Services," and Exhibit A-5, marked "Additional Scope of Services," all incorporated herein and made by reference a part hereof.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly.

County's Contract Administrator will issue Consultant written Notices to Proceed for all of the Tasks listed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit A-5 herein, not including Contingency Work, and Consultant shall not commence any work until receiving each Notice to Proceed.

In addition to the specific services identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5, this Agreement may also include Project Contingency work. Such Project Contingency work may supplement, expand, or otherwise modify the Scope of Services or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work for Project Contingency, under this Agreement, the specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the applicable standards, required deliverables, specific Consultant staff or subconsultant to be used, and any task-related mileage budget, if applicable, 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, target completion date, and a not-to-exceed cost itemization to complete the work for the Project Contingency task, which shall require written authorization and notification to proceed (may consist of an email) from County's Contract Administrator, prior to the commencement of work. No payment will be made for any Project Contingency task performed prior to written authorization and notification to proceed, and no payment will be made for amounts in excess of the not-to-exceed amount of the authorization.

Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 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.

- 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 all deliverables described in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 hereto, County agrees to pay Consultant monthly in arrears and within forty-five (45) days following County receipt and approval of itemized invoices detailing services rendered.

For the period beginning November 13, 2012, and continuing to March 10, 2014, Consultant shall bill in accordance with the following rate schedule:

The Marble Valley Specific Plan EIR		
Task	Description	Cost
1.0	Project Initiation	\$ 2,331
2.0	Project Management and Meetings	\$ 13,288
3.0	Prepare Project Description and Notice of Preparation	\$ 14,904
4.0	Administrative Draft EIR	\$198,358
5.0	Public Draft EIR	\$ 22,731
6.0	Respond to Comments	\$ 29,526

7.0	Final EIR	\$ 12,384
8.0	Attend Public Meetings	\$ 4,766
9.0	Prepare Notice of Determination	\$ 309
10.0	Direct Expenses	\$ 2,790
	<b>TOTAL</b>	<b>\$301,387</b>

For the period beginning March 11, 2014, the effective date of the First Amendment, and continuing through July 21, 2014, the day before the effective date of the Second Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning July 22, 2014, the effective date of the Second Amendment, and continuing through April 13, 2015, the day before the effective date of the Third Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning April 14, 2015, the effective date of the Third Amendment to the Agreement and continuing through the day before the effective date of the Fifth Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C-1, marked "Amended Fee Schedule," incorporated herein and made a reference a part hereof.

For the period beginning June 23, 2020, the effective date of the Fifth Amendment to the Agreement and continuing through the remaining term of the Agreement, unless a new Fee Schedule is approved by County's Contract Administrator, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C-2, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including subconsultant's services authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for services rendered. Any invoices that include other direct costs, or subconsultant's costs, shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purpose of budgeting the items identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D-3, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit D-3 represent the composition of the total not-to-exceed budget for this Agreement, as amended. 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 D-3 among the various Tasks, Mileage and Direct Costs, Contingency, and subconsultant 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, including all of the services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 inclusive of all work of subconsultants, costs, taxes, and expenses, shall not exceed \$787,542.04.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with Amended Exhibit B, "Board of Supervisors Policy D-1," incorporated herein and made by reference a part hereof. Travel and mileage reimbursement rates apply to Consultant only and do not apply to Consultant's subconsultant. There shall be no markups allowed on travel or mileage rates for Consultant.

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  
Planning and Building Department  
Planning Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Rob Peters, Deputy Director of Planning

or to such other location as County directs.

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

**ARTICLE XI**

**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  
Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Rob Peters  
Deputy Director of Planning

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 9<sup>th</sup> Street, Suite 1200  
Sacramento, California 95814

ICF Jones & Stokes, Inc.  
980 9<sup>th</sup> Street, Suite 1200  
Sacramento, California 95814

Attn.: Chris Elliott

Attn.: Maggie Townsley

or to such other location at Consultant directs.

- V. **ARTICLE XX, Administrator**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XX**

**Administrator:** The County Officer or employee with the responsibility for administering this Agreement is Rob Peters, Deputy Director of Planning, Planning and Building Department, Planning Division, or successor.

- VI. **The following Articles of the Agreement are fully-replaced in their entirety to read as follows:**

**ARTICLE V**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information. The following additional provisions shall also apply:

- A. Conformity with Statutes, Decisions, Guidelines and Ordinances. The EIR shall be written in conformity with all applicable State statutes including but not limited to CEQA (Public Resources Code, §21000 et seq.), State CEQA Guidelines (California Administrative Code, Title 14, Division 6, §15000 et seq.) adopted pursuant thereto as last amended, the Environmental Guidelines (objectives, criteria, and procedures required pursuant to CEQA) last adopted by County, and in the format presently prescribed by County. All subjects in the format shall be addressed even if only to state that there is no significant impact. The format may be expanded where necessary to address a subject in greater detail. Conformity with any relevant judicial decisions, guidelines,

or ordinances is also required.

- B. Responsibility for Preparation. The EIR shall be prepared for County in fulfillment of the obligations of County as the public agency having responsibility for preparation of an EIR for the project. It is understood that Consultant shall prepare the EIR so as to be as accurate and objective as reasonably possible.
- C. Meetings to be Attended. Consultant shall attend such meetings as County staff determines will be necessary to complete Consultant's obligations under this Agreement, as specified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5. Additional meetings shall be compensated as specified in any addendum to this Agreement entitled "Change Orders."
- D. Designation of Responsible Primary Contact. Consultant shall have a Responsible Primary Contact who shall be responsible for Consultant's obligations under this Agreement who shall serve as primary liaison between County and Consultant. Consultant shall provide experienced and qualified personnel, to carry out the work to be performed by Consultant under this Agreement and shall be responsible for and in full control of the work of such personnel. Consultant may retain subconsultants for data collection with the prior approval of County, and Consultant shall be responsible for and in full control of the work of such subconsultants. The Responsible Principal shall notify County when Consultant contacts, or is contacted by, Applicant, as well as the substantive nature of said contact.
- E. Relationship Between Parties: Work Standards. The parties to this Agreement agree that the relation created by, and for the duration of this Agreement is that of independent contractor. Consultant is not an agent or employee of County and, among other things, is not entitled to the benefits provided by County to its employees, including but not limited to workers' compensation insurance and unemployment insurance. County shall not provide office or other workspace for Consultant. Consultant will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted procedures for the preparation of an EIR. Consultant assumes responsibility for the EIR being prepared in a professional manner. Consultant acknowledges that County is the ultimate authority, and must affect independent judgment as to the contents of the EIR and its adequacy. In the event of any disagreements between Consultant and County staff, subconsultants if any, the Applicant, or experts or other consultants retained by Applicant, Consultant shall immediately report such disagreement to the County's Director of Planning and Building who shall have sole authority to decide and resolve all such disagreements. Nothing in this paragraph shall be

deemed to negate, effect, or alter the independent contractor relationship between the parties to this Agreement.

- F. Materials and Equipment. Consultant shall furnish, at his/her/its own expense, all materials and equipment necessary to carry out the terms of this Agreement. Consultant shall be liable for any personal injury or property damage resulting from the use, misuse, or failure of such equipment.
- G. County to Furnish Information Available. All information, data, records, and maps which are available in County records for performing Consultant's services as specified herein, shall be furnished by County to Consultant. Upon request of Consultant, County shall furnish the names and addresses of interested public agencies, but Consultant shall be responsible for all liaisons which may be made with these agencies, or other interested parties. Consultant shall be responsible for developing and obtaining any additional information reasonably required to complete the EIR.
- H. Correction of Errors. The correctness and completeness of any information furnished by Consultant shall be within the discretion of the County's Director of Planning and Building. Consultant will perform any field work and will prepare any maps, charts, or data necessary to correct errors, omissions, discrepancies, deficiencies, or ambiguities in the EIR without additional compensation. Consultant will give immediate attention to these changes so that there will be no delay to County in meeting the schedule set forth in the work program and contract.
- I. Data Developed in Public Domain. All information, data, maps, charts, and studies developed by Consultant which are made a part of the Administrative Draft EIR, the Draft EIR or the Final EIR, are in the public domain and may be used by Consultant or County as property within the public domain. Consultant, by signing this Agreement, disclaims any copyright or other rights to the information published in, or made a part of, the Administrative Draft EIR, Draft EIR or Final EIR.
- J. Documents, Maps, and Photographs Developed are County Property. All original documents, maps, charts, photographs, and other material prepared by Consultant which are made a part of the Administrative Draft EIR, Draft EIR, or Final EIR shall be the property of County and shall be delivered to County prior to final payment.

#### ARTICLE VI

**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, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at

any time, any said confidential information, other than to County's Planning and Building Department or 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 VIII**

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

#### **ARTICLE X**

**Default, Termination, and Cancellation:**

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
  2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of ARTICLE XVI, Conflict of Interest.

- B. **Bankruptcy:** County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. 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.

#### **ARTICLE XII**

**Indemnity:** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVI**

**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 X, Default, Termination, or Cancellation.

**VI. The following Articles of the Agreement are added to read as follows:**

**ARTICLE XXXI**

**Nondiscrimination:**

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give



written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

#### **ARTICLE XXXII**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **ARTICLE XXXIII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

#### **ARTICLE XXXIV**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

Except as herein amended, all other parts and sections of Agreement for Services #008D-A-12/13-BOS shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Agreement for Services #008D-A-12/13-BOS on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Roni Parlin* Dated: 7-19-22

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: *Stephie Ferguson* Dated: 7-19-22  
Deputy Clerk

--ICF JONES & STOKES, INC.--

By: Robert F Toth Digitally signed by Robert F Toth  
Date: 2022.06.03 08:47:27 -04'00' Dated: \_\_\_\_\_  
Robert F. Toth  
Senior Vice President, Contracts  
"Consultant"

By: Rosemarie Jones Digitally signed by  
Rosemarie Jones  
Date: 2022.06.07  
12:26:29 -04'00' Dated: \_\_\_\_\_  
Rosemarie Jones  
Assistant Secretary

## **ICF Jones & Stokes, Inc.**

### **Exhibit A-5**

#### **Additional Scope of Services**

##### **Village of Marble Valley Specific Plan EIR**

Consultant has been engaged by County to complete the necessary environmental work associated with the Village of Marble Valley Specific Plan Environmental Impact Report (EIR) Project (Project). As a result of changes to the California Environmental Quality Analysis (CEQA) Guidelines, the changing air quality (AQ) and greenhouse gases (GHG) environment, the general passage of time, and delays in the Project schedule, additional efforts to update sections of the Draft EIR and budget are required to complete and circulate the Draft EIR. The tasks below represent the effort anticipated to complete the Project.

##### **Task 2. Project Management and Meetings**

Consultant shall continue to attend weekly calls, update schedules, prepare progress reports and complete other associated tasks necessary during the completion of the additional work under Task 5 below. Consultant understands that the number of calls necessary may vary from time to time.

##### **Deliverables**

- Schedules in MS Word format
- Tracking tables in MS Excel
- Additional monthly invoice reports and progress summaries in MS format

##### **Task 5. Public Draft EIR**

##### **Revisions to AQ and GHG discussion**

Due to the changing regulatory environment related to AQ and particularly GHG emissions analysis since the Project's inception, Consultant shall continue to work with the County and the Project applicants to revise the discussions in the Draft EIR to be consistent with regulations and court decisions. Consultant shall continue to participate in discussions with County, Project applicant's consultants, and attorneys, and shall draft additional text for the Draft EIR. Consultant shall also revise cost estimates for AQ and GHG offsets using vehicle miles traveled (VMT) calculations.

##### **Update Public Services and Utilities and Water Supply Assessment discussion**

In order to update the Public Services and Utilities section of the Draft EIR, Consultant shall conduct additional research and contact service providers to update the existing conditions and impact analysis that had been initially prepared in 2013. Consultant shall

incorporate the analysis and results of the Water Supply Assessment revalidation memorandum.

**Preparation for Circulation**

Consultant shall finalize the Draft EIR incorporating the revisions above, to ensure that it is print and web ready and shall assist County in posting the document to the State Clearinghouse website and public noticing.

**Task 11. Contingency**

This task is expanded to include additional work that may be required for the completion of the Draft EIR for items including, but not limited to, additional AQ and GHG analysis and updates, and responses to comments on the Draft EIR.

**ICF Jones & Stokes, Inc.**

**Amended Exhibit D-3**

**Amended Cost Estimate**

**ICF Jones & Stokes, Inc.**

Task 1.	Project Initiation	\$	2,266.09
Task 2.	Project Management and Meetings	\$	81,629.14
Task 3.	Prepare Project Description and NOP	\$	14,841.68
Task 4.	Administrative Draft EIR	\$	369,245.00
Task 5.	Public Draft EIR	\$	207,681.52
Task 6.	Respond to Comments	\$	28,743.82
Task 7.	Final EIR	\$	14,217.13
Task 8.	Attend Public Meetings	\$	8,852.47
Task 9.	Prepare Notice of Determination	\$	443.84

Labor Total \$ 727,920.69

Direct Costs \$ 8,486.35

Total Prime Costs \$ 736,407.04

Task 11 Contingency \$ 43,034.00

**Subconsultants:**

**Tully & Young**

Task 4 \$ 8,101.00

**Total Proposed Budget Cost Estimate\$ 787,542.04**

\*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 subconsultants, 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 (\$787,542.04) be exceeded.

**ICF Jones & Stokes, Inc.**

**SEVENTH AMENDMENT TO AGREEMENT FOR SERVICES #008D-A-12/13-BOS**

**THIS SEVENTH AMENDMENT** to that Agreement for Services #008D-A-12/13-BOS 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 place of business 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 in the preparation of a legally and technically adequate Environmental Impact Report (hereafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, pursuant to Agreement for Services #008D-A-12/13-BOS, dated November 13, 2012, and subsequent amendments to this Agreement including First Amendment dated March 11, 2014, Second Amendment dated July 22, 2014, Third Amendment dated April 14, 2015, Fourth Amendment dated March 8, 2016, Fifth Amendment dated June 23, 2020, and Sixth Amendment dated July 19, 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 extend the expiration date of November 12, 2023 for two (2) additional years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement in accordance with Senate Bill 1489, the Levine Act, amending **ARTICLE XVI, 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 Seventh Amendment to Agreement for Services #008D-A-12/13-BOS on the following terms and conditions:

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

**ARTICLE II**

**Term:** This Agreement shall become effective on November 13, 2012, and shall expire on November 12, 2025, as amended.

II. **ARTICLE XVI, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XVI**

**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 X, Default, Termination, and Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit E, 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 #008D-A-12/13-BOS shall remain unchanged and in full force and effect.



**IN WITNESS WHEREOF**, the parties hereto have executed this Seventh Amendment to Agreement for Services #008D-A-12/13-BOS on the dates indicated below.

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

By: Wendy Thomas

Dated: 10-25-23

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyle Kypur  
Deputy Clerk

Dated: 10-25-23

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

By: Karolyn Gardner  
Karolyn Gardner  
Senior Vice President, Contracts  
"Consultant"

Dated: September 22, 2023

By: Rosemarie Jones  
Rosemarie Jones  
Assistant Secretary

Digitally signed by  
Rosemarie Jones  
Date: 2023.09.22 13:21:15  
-04'00'

Dated: September 22, 2023

# ICF Jones & Stokes, Inc.

## Exhibit E

### 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?

\_\_\_\_ YES  X  NO

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

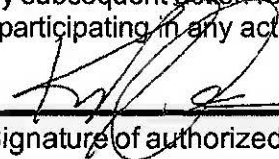
Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_ YES  X  NO

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

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.

September 22, 2023  
Date

  
Signature of authorized individual

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

Karolyn Gardner, Sr. Vice President, Contracts  
Type or write name of authorized individual