

Dudek

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #6454

THIS FIRST AMENDMENT to that Agreement for Services #6454 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 Dudek, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 605 Third Street, Encinitas, California 92024, and whose local address is 1102 R Street Sacramento, California, 95811 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Parks Division with the Diamond Springs Community Park Plan Development and Environmental Analysis pursuant to Agreement for Services #6454, dated March 22, 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 update **ARTICLE I, Scope of Work** to include additional tasks, adding **Amended Exhibit A, Amended Scope of Work** and **Amended Exhibit B, Amended Project Schedule**.

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 1, 2023 for an additional eight (8) months, 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 \$142,372.00, for a new not-to-exceed amount of \$440,367.50, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit C, Amended Fee Schedule**;

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions, and add **Exhibit D, 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 First Amendment to Agreement for Services #6454 on the following terms and conditions:

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

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," and Amended Exhibit A, marked Amended Scope of Work, incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, the project schedule shall be in accordance with Exhibit B, marked "Project Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Amendment and continuing through the remaining term of the Agreement, the project schedule shall be in accordance with Amended Exhibit B, marked "Amended Project Schedule," incorporated herein and made by reference a part hereof.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A and Amended Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks completed in accordance with Exhibit B and Amended Exhibit B.

If a submittal deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Electronic AutoCAD 2010 or AutoCAD/Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified by County's Contract Administrator. All deliverables shall be submitted in language, format, and design that are compatible with and completely transferable to County's computer and engineering applications (e.g., Autodesk/Civil 3D 2010 and ASCII file formats) and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit B and Amended Exhibit B. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by County's Contract Administrator. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XIV, Default, Termination, and Cancellation, herein.

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 subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion. Consultant shall receive direction from County's Contract Administrator.

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

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on January 31, 2024, as amended.

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

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of itemized invoices detailing the services rendered. Itemized invoices shall note the completion percentage (%) by task and subtask and provide detail on the status of associated deliverables.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this First Amendment to the Agreement, 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 with the effective date of this Amendment 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.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by the Contract Administrator or designee. Consultant is responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant shall not be

reimbursed for “no-show” hotel charges unless there are unavoidable reasons for not cancelling the room and County’s Contract Administrator or designee has determined that the reasons are valid.

Costs for any subconsultants’ services and other outside services and reproductions authorized herein shall be invoiced at Consultant’s cost, with a ten percent (10%) markup, for the services rendered. Rates and fees, included in such costs, will require prior authorization from the County’s Contract Administrator, or successor. Any invoices that include subconsultant services and other outside services shall be accompanied by backup documentation to substantiate Consultant’s costs for the services being billed on those invoices.

Direct expenses for copying, faxing, and overnight delivery services shall be invoiced at Consultant’s cost, without markup, for the services rendered. Any invoices that include direct expenses shall be accompanied by documentation to substantiate Consultant’s costs for the services being billed on those invoices.

The total amount of this Agreement shall not exceed \$440,367.50, as amended, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant’s charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Parks, Rivers, and Trails Division
200 Armory Drive
Placerville, California 95667

Attn.: Vickie Sanders
Parks Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

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

ARTICLE XVII

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 Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXII

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

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

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

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

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

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

ARTICLE XXXVII

Shoring Plan: Excavation for any trench five (5) feet or more in depth shall not begin until Consultant has received approval, from the Contract Administrator, of Consultant's detailed shoring plan for worker protection from the hazards of caving ground during the excavation of that trench, and any design calculations used in the preparation of the detailed plan. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the California Division of Occupational Safety and Health. If the plan complies with the shoring system standards established by the Construction Safety Orders, the plan shall be submitted at least five (5) days before Consultant intends to begin excavation for the trench. If the plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted at least three (3) weeks before Consultant intends to begin excavation for the trench. Nothing in this Article shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Construction Safety Orders.

ARTICLE XXXVIII

Protection of Facilities:

- A. Consultant shall exercise care to prevent damage to the existing building, grounds, and property while performing the Work. Any damage caused as a result of Consultant's operations shall be repaired back to its original condition by Consultant at no additional cost to County.
- B. Consultant shall provide for continuous County occupancy and operation of the facility for the duration of the project.
- C. Consultant shall provide for public use and shall limit access to the facility as directed by County's Contract Administrator.
- D. Consultant shall provide for work by other Consultants and County.
- E. Consultant shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

ARTICLE XXXIX

Safety: Consultant shall maintain safe conditions at the jobsite for the duration of the Work for the public, County staff, and all persons performing the Work. Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, if applicable, in a sealed container and removing them from the site at the end of each work day.

ARTICLE XL

Notice of Discovery of Hazardous Waste or Unusual Conditions

- A. Consultant shall promptly, and before the following conditions are disturbed, notify County in writing, in the event Consultant encounters, after excavating to a depth of greater than four (4) feet, any of the following:
 - 1. Material that Consultant believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
 - 2. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in this Agreement.
 - B. County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in Consultant's cost of, or time required for performance of any part of the Work, an adjustment, excluding loss of anticipated profits, will be made and this Agreement will be modified by a Change Order. County will notify Consultant of County's determination as to whether or not an adjustment of this Agreement is warranted.
 - C. In the event a dispute arises between County and Consultant as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Consultant's cost of, or time required for, performance of any part of the Work, Consultant shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work to be performed under this Agreement. Consultant shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Consultant and County.

Except as herein amended, all other parts and sections of Agreement for Services #6454 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6454 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____


Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk


Dated: _____

-- DUDEK --

By:  _____

Dated: 03/24/2023

Joseph Monaco
Chief Executive Officer
"Consultant"

By:  _____
Amy Paul (Mar 26, 2023 12:55 PDT)

Dated: 03/26/2023

Amy M. Paul
Corporate Secretary

Dudek

Amended Exhibit A

Amended Scope of Work

Task 1: Opportunities and Constraints Analysis Project Management

Required Additional Coordination, Project Management, and Data Collection

Consultant will organize, prepare for, and attend calls and/or public meetings as part of the alternatives analysis/design process, which has been extended. This task also includes coordination, project management, and additional data collection activities. This task includes preparation of an Excel (XLS) table of mailed/e-mailed comments on the Proposed Project, collected for inclusion in the Administrative Record.

Meeting(s)/Deliverable(s):

- Attendance at calls/public meetings
- Excel table of comments received

Task 2: Opportunities and Constraints Technical Analysis

Required Additional and New Technical Analysis

Consultant's technical team conducted site visits, technical analyses, and prepared technical reports as part of the original contract. An augment to this task includes additional effort related to expanded and additional technical analyses.

Specifically, this includes effort related to hazardous materials (new soil samples), transportation (new Transportation Impact Study (TIS) and Technical Memorandum), additional civil engineering support (coordination), and a new stand-alone noise analysis.

Soils Testing

Consultant's staff will augment the hazardous waste/materials Phase I Environmental Site Assessment (ESA) with the collection and testing of soil samples. With the advancement of the preferred alternative, we now know that the Proposed Project site will include multiple areas to be used for sports amenities such as soccer fields, baseball and softball diamonds, a gymnasium, a playground, walking trails, and associated parking and outbuildings. As reported by nearby residents/public meeting attendees, hydrocarbon-based oil was historically used for dust suppression at the site. As future occupants and users of the Proposed Project site will have direct contact with site soils, soil samples will be collected to determine if there are impacts associated with hazardous material use or storage on the Proposed Project site. Known current and historical site uses include the Charles Brown Lift Station and a residence (developed and used approximately 1950s to 1970s). As such, potential contaminants of concern that could be located at the site

include petroleum hydrocarbons and metals. At the direction of the Board of Supervisors, hazardous materials testing shall now include shallow soil samples collected from at least four (4) areas on the Proposed Project site: soccer fields (northwest), northern walking trails (northeast), southern walking trails (southeast on the eastern side of Deadman's Creek), and baseball diamonds (southwest). The soil samples will be collected within each area and composited into a single sample that will be sent to the laboratory for analysis. Each sample will be collected using a clean trowel or spoon. The composite soil sample for each area will be placed into a laboratory-provided container and labeled for further analysis at a California-licensed analytical laboratory. The soil samples will be analyzed for CA Title 22 – Colloid Associated Metals (CAM) metals using Environmental Protection Agency (EPA) Test Method 6010B or 200.7 and total petroleum hydrocarbons using EPA Test Method 8015B. Consultant will conduct a screening level risk assessment using regulatory screening levels and guidance levels, including Department of Toxic Substances Control Modified Screening Levels 2 (DTSC-SLs2) and State Water Resources Control Board Environmental Screening Level 3 (SWRCB ESLs3) that are applicable to the Proposed Project site and include findings in a technical memorandum. Consultant will spend up to three (3) hours to revise the memorandum based on comments from County.

Deliverable(s):

- Draft and Final Soils Testing Technical Memorandum.

Transportation Constraints Analysis (Community Comments)

An older site concept plan was used to determine the access locations of the park (access via Oak Dell Road, Koki Lane, and Union Mine Road through Union Mine High School). Consultant's original trip distribution and assignments for the traffic modeling assumed those access locations. However, as the Proposed Project landscape architect developed their concept plans, there was uncertainty on whether the site would have vehicular access through the high school. The Transportation Constraints Analysis will be augmented with information gathered from the community (community/stakeholder comments).

Deliverable(s):

- Draft and Final Transportation Constraints Analysis

Transportation Impact Study

Building upon the information collected as part of the ongoing Transportation Constraints Analysis, Consultant will prepare a Transportation Impact Study (TIS). The TIS will be prepared consistent with the County's Transportation Impact Study Guidelines (November 2014) and County Resolution 141-2020 Adopting the El Dorado County Vehicle Miles Traveled (VMT) Thresholds of Significance for Purposes of Analyzing Transportation Impacts Under the California Environmental Quality Act (CEQA) (October 2020).

TIS Initial Determination Form

Since the Proposed Project is anticipated to generate ten (10) or more peak hour trips along County roadways, and per County requirements, Consultant will prepare the TIS Initial Determination Form for review and approval by County staff prior to the initiation of the TIS.

Levels of Service and Queues

It is assumed that new peak hour (intersection) traffic counts will be collected at up to seven (7) intersections, and may consist of the following locations:

Intersections (weekday AM and PM peak hour and Saturday midday peak hour Intersection Level of Service (LOS) analysis)

1. El Dorado Road/Pleasant Valley Road
2. Golden Chain Highway (State Route (SR)-49)/Pleasant Valley Road
3. Forni Road/Pleasant Valley Road – Golden Chain Highway (SR-49)
4. Koki Lane/Pleasant Valley Road – Golden Chain Highway (SR-49)
5. Oak Dell Road/Pleasant Valley Road – Golden Chain Highway (SR-49)
6. Patterson Drive/Pleasant Valley Road – Golden Chain Highway (SR-49)
7. Missouri Flat Road/Pleasant Valley Road – Golden Chain Highway (SR-49)
8. Golden Chain Highway (SR-49)/Union Mine Road

Roadway Segment (weekday and Saturday daily LOS analysis)

1. Oak Dell Road, south of Pleasant Valley Road – Golden Chain Highway (SR-49)
2. Pleasant Valley Road – Golden Chain Highway (SR-49), east of Oak Dell Road

Traffic counts will be collected per County requirements and will occur during a typical weekday and Saturday on a non-holiday week while adjacent schools are in session. Existing weekday and Saturday traffic counts have already been collected at intersections #2, #4, #5, and #6 (above) as part of the Proposed Project's transportation constraints analysis. Those counts and the new traffic counts will be adjusted so that existing traffic volumes are conserved through each intersection. Intersection level of service (LOS) analyses will be prepared for the weekday AM and PM peak hours and Saturday midday peak hour in the study area for the baseline (without project) and plus-project conditions for the following analysis scenarios:

- Existing and Existing plus Project conditions
- Near-Term and Near-Term plus Project conditions
- Cumulative and Cumulative plus Project conditions

The LOS and queuing analyses will be prepared consistent with County requirements. Proposed Project trip generation estimates will be based on use of appropriate trip rates from the Institute of Transportation Engineers (ITE) and/or other approved sources (such

as San Diego Association of Governments (SANDAG) trip rates)). Cumulative projects information for the Near-Term analysis and future year model volumes for the Cumulative analysis will be provided by County staff.

Vehicle Miles Traveled

Consultant will conduct a qualitative VMT analysis for the Proposed Project based on the typical daily trip characteristics determined through detailed discussions with County staff.

On-Site Transportation Review

An on-site transportation review (OSTR) will be conducted based on the Proposed Project's site plan. The OSTR will evaluate the Proposed Project access and on-site circulation based on County's Standard Plans/Drawings for access and on-site circulation design requirements. Vehicular queuing at the Proposed Project's driveways will be analyzed for adequacy based on the ninety fifth (95th) percentile (design) queues. For any significant Proposed Project traffic impacts found, Consultant will determine appropriate and feasible mitigation measures to offset significant Proposed Project impacts. Safe egress and ingress of truck traffic for the Proposed Project, as well as sight distance analysis may also be required. The OSTR will be provided as a section of the TIS.

TIS Document

The methodologies, assumptions, analyses, findings, and mitigation measures (if any) will be summarized in the TIS. All necessary tables, figures, and appendices will be provided in the report. A Draft TIS will be submitted to County and Department of Transportation for review. This scope assumes up to two (2) rounds of consolidated reviews by County. Once comments are received from County, Consultant will prepare a Final TIS.

Deliverable(s):

- Draft and Final Impact Study (TIS)

Traffic Technical Memorandum (for Future Residential Projects)

To be able to respond to traffic-related comments about a prior, unapproved circulation plan for the Diamond Springs area south of the Proposed Project site (provided by Lawrence Patterson, Chief Executive Officer (CEO) of Lake Oaks Mobile Home Community), Consultant will prepare a traffic analysis for future residential projects.

This supplemental transportation analysis (supplemental to the project TIS) will determine whether future residential projects (that currently have no applications with the County) planned south of the Proposed Project site would be impacted by the terminus of Oak Dell

Road. Since these potential subdivisions do not have applications with County, they cannot be considered as cumulative projects in the TIS for the Proposed Project. Therefore, a separate traffic analysis is required.

An older, unapproved circulation plan showed Oak Dell Road connecting to future residential subdivisions. With Oak Dell Road terminating at the Proposed Project site, future land use projects south of the site would utilize Union Mine Road and Patterson Drive to access Pleasant Valley Road – Golden Chain Highway (SR-49). To determine the impact of these future residential projects on Union Mine Road and Patterson Drive, Consultant will conduct a Cumulative (2040) traffic analysis of these future residential projects. Based on previous development plan maps, there are approximately six (6) subdivisions that could be developed to the south and east of the Proposed Project.

Consultant will request 2040 travel demand model data of the Proposed Project area and conduct a roadway segment analysis for Union Mine Road, east of Golden Chain Highway (SR-49), and Patterson Drive, south of Pleasant Valley Road – Golden Chain Highway (SR-49). In addition, 2040 intersection LOS analyses will be conducted at the intersections of Golden Chain Highway (SR-49)/Union Mine Road and Patterson Drive/Pleasant Valley Road – Golden Chain Highway (SR-49). The analysis will determine whether there is adequate roadway capacity for future subdivisions without through traffic access on Oak Dell Road. The methodologies, analysis results, and findings will be summarized in a separate technical memorandum.

Deliverable(s):

- Draft and Final Future Residential Projects Traffic Technical Memorandum

Cultural Resources Constraints Analysis (DPR Forms)

Four (4) previously unknown sites were identified as part of initial reconnaissance efforts to intersect the project site (a mining and a prehistoric bedrock milling site). Additional detail will be added to the archeological site information (survey and Department of Parks and Recreation [DPR] forms) to meet minimum Office of Historic Preservation (OHP) standards for recordation of those sites. Evaluation of these sites is important to advance with the Proposed Project design and will be incorporated into the Cultural Resources Constraints Analysis.

Deliverable(s):

- Draft and Final Cultural Resources Constraints Analysis

Civil Engineering Analysis

Additional civil engineering effort to account for coordination with the El Dorado Irrigation District (EID), El Dorado County Building Department, the Department of Transportation, and other County agencies/utilities on access issues and wet utility requirements is included.

Deliverable(s):

- Civil Engineering Minutes (Email is acceptable)

Noise Memorandum

The original contract was limited to preparation of a qualitative noise and vibration assessment. In response to requests from the public (specifically neighbors of the Lake Oaks Mobile Home Community and residences just west of Charles Brown Elementary) the County indicated they would like Dudek to conduct a noise and vibration assessment that includes short and long-term noise measurements that are described in a stand-alone memorandum. This memorandum will also include qualitative comparison of potential noise impacts for up to two (2) project alternatives.

Analysis will identify and discuss applicable noise exposure standards at the local (El Dorado County General Plan and the County Code), State, and Federal levels. Supplementing the description of applicable standards, the memorandum will also discuss potential temporary and permanent noise impacts associated with the Proposed Project at nearby sensitive receptors and predict and evaluate them against the applicable thresholds.

Consultant will develop and execute a noise level monitoring program to quantify the existing ambient acoustical conditions in the Project vicinity. The existing ambient noise monitoring program is anticipated to include noise level measurements at up to three (3) locations; incorporating short-term (i.e., ten (10)-fifteen (15) minutes) measurements at up to two (2) locations and long-term (i.e., twenty-four (24) hour) monitoring at one (1) location.

Potential construction noise (temporary noise) at nearby noise-sensitive land uses will be evaluated using construction noise level prediction methodologies developed by the Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and empirical reference noise level data. Construction-related vibration will be discussed based on appropriate guidance by the US Department of Transportation, FTA and the California Department of Transportation (Caltrans).

Long-term (operational) noise effects in relation to existing, future, and Proposed Project-related vehicle trips along selected nearby roadways will be predicted using the FHWA's traffic noise prediction algorithms, which will rely on traffic data and other input parameters supplied by County or contained in the Proposed Project's TIS.

On-site operational (a.k.a., stationary) noise associated with the Proposed Project will be analyzed at nearby noise-sensitive land uses. On-site operational noise sources that will be analyzed and discussed are assumed to include normal recreational and sporting events, anticipated special and community events. The analysis will be based on available reference sound level emission data and information detailing the anticipated activities, event capacities and restrictions supplied by the Proposed Project team.

The significance of noise and vibration Impacts will be assessed based on the relevant El Dorado County, State, and Federal criteria, and guidelines. The regulatory background, existing noise environment, study methodology, results of the noise analysis, findings of potential effects will be discussed and presented in a technical memorandum, suitable for incorporation into the noise section of the Proposed Project's EIR.

Deliverable(s):

- Draft and Final Noise Technical Memorandum

Task 3: Park Planning and Design

Plan Development Process (3D Model)

At the County's request and building upon the existing design plans, development of a 3D model to provide visual simulations of the Proposed Project at build-out (massing study level of fidelity; does not include photorealistic simulations) is included. This includes outputs of any perspectives required in the EIR.

Deliverable(s):

- Draft and Final 3D model (massing) of the Proposed Project at buildout

Electrical Design/Photometric Plan

At the request of County and building upon the existing design plans, CES Engineering, Inc. (CES) has been retained to provide electrical and lighting design for the Proposed Project.

CES will:

1. Prepare site photometric of general safety/security lighting (using Folsom/Roseville as an order of magnitude: minor security lighting only in shelters, play areas).
2. Provide parking lot light pole area lighting, per County standards.
3. Provide building mounted lighting in restrooms and concession buildings (exact number and location to be determined).
4. Integrate design provided by Musco Lighting for sports field lighting (two (2) soccer fields, two (2) ball fields, and pickleball/tennis courts)), into site photometric.
5. Coordinate with Pacific, Gas, and Electric (PG&E) to locate a point-of-service (believed to be a transformer already serving Charles Brown Elementary School); include summary of future loads.
6. Prepare a one (1) sheet electrical site plan to identify all major electrical equipment, to include a new PG&E transformer if needed, PG&E secondary box(es), pedestal, and lighting fixtures.
7. Provide a rough cost estimate at a planning level to support the overall park budget.

In addition, CES services & deliverables will consist of the following:

1. Coordination with R&C and preparation of one (1) electrical drawing package.

2. Coordination of electric utility service point of connection with PG&E and/or Joint Trench Consultant. Note: PG&E, generally, will not discuss a new electric service, or a revision to an existing electric service, without filing an Application for Electric Service. However, PG&E personnel will be contacted in case they can offer any insights.
3. Site photometric plan with statistics including average, minimum and maximum light levels.
4. Lighting fixture schedule and equipment cutsheets.
5. Sports lighting drawings and details to be provided directly by Musco Lighting.
6. Preliminary load schedules and calculations as required.
7. Preliminary electrical construction cost estimate, prepared under CES direction, by an Electrical Consultant familiar with this type of work including installation of Musco Lighting systems.

Deliverable(s):

- Electrical drawing package, including site photometric plan

Geotechnical Engineering Study

At the request of County to include services to further clear development at the site, Youngdahl Consulting Group, Inc. (Youngdahl) shall prepare a geotechnical engineering study. Youngdahl understands that Proposed Project will consist of the construction of a recreational park in Diamond Springs. The building structures are anticipated to be supported by conventional shallow foundations with concrete slab-on-grade floors and isolated pad or pier foundations for the remaining structures.

Subsurface Exploration

Youngdahl proposes to explore subsurface conditions by excavating eight (8) to ten (10) test pits across the project site. The use of a backhoe is proposed since shallow bedrock is anticipated. Exploration depths on the order of ten (10) to fifteen (15) feet below the existing ground surface, or to essential backhoe refusal, are anticipated to be adequate to characterize subsurface conditions. An experienced geologist or engineer from Youngdahl's office will continuously observe the test pits and boring, log the subsurface conditions, collect representative soil samples, and transport all samples to the laboratory for further visual examination and testing. Youngdahl will exercise due care while working at the site, but it should be realized that some surface disturbance is unavoidable, and that complete restoration of any disturbed areas is not included in Youngdahl's scope of services.

As required by law, Youngdahl will notify Underground Service Alert (USA) North to locate all underground utilities on the site. The procedures require a site reconnaissance prior to performing the fieldwork to mark the site and test pit/boring locations and a minimum of two (2) working days' notice to the USA North services.

Laboratory Testing

Youngdahl proposes to conduct a series of geotechnical laboratory tests on selected soil samples to evaluate the engineering and index properties of the site subsurface materials. These tests will include the following tests: Proctor, Direct Shear, Expansion Index, and Resistance “R-Value.”

Report Preparation

Youngdahl will subsequently analyze all field exploration data, laboratory testing data, and research findings to develop conclusions and recommendations concerning the geotechnical aspects of the project. Youngdahl’s report will include their conclusions and recommendations regarding:

- Site preparation and grading
- Design criteria for footings and slabs-on-grade
- Retaining wall parameters
- Recommendations for foundation designs
- Seismic design criteria and liquefaction potential
- Underground utility construction
- Pavement Design
- Explanation of report limitations, and,
- Recommendations for further geotechnical study, if necessary.

Geotechnical Engineering Study Assumptions

The following are assumptions related to the geotechnical engineering effort:

- Estimated costs are based on anticipated conditions which may be encountered during Youngdahl’s field study or during the performance of the work. The tasks for individual line items may be reallocated based on the needs of the project.
- If unexpected soil conditions (e.g., highly compressible soils, very hard bedrock) are encountered, additional exploration or increased depths may be necessary. In this event, Youngdahl will notify Consultant, and Consultant will notify County, before continuing with exploration.
- Bad weather and/or unstable ground conditions may delay Youngdahl’s work.
- Youngdahl will not be excavating in or handling contaminated materials. If they do encounter contaminated materials, additional costs may be incurred.
- The geotechnical scope of services does not include: Youngdahl determining the presence or absence of hazardous or contaminated materials; Youngdahl attendance at meetings, plan reviews, consultation beyond the report, revisions to address changes in design, a geologic hazards report, construction observation or testing, or other such services. These services may be provided under a separate cost.

Deliverable(s):

- Geotechnical Engineering Study

Task 4: CEQA Analyses and Documentation

Administrative Draft EIR-Additional Analysis

The Administrative Draft EIR will include additional effort to incorporate analyses included in Task 2 and 3 of this amendment (i.e., soils testing, traffic/transportation, photometric/electrical engineering, noise, and geotechnical efforts).

Deliverable(s):

- Administrative Draft EIR

Prepare Notice of Preparation/Initial Study

As a clarification to the original contract, the preparation of the Notice of Preparation (NOP)/Initial Study (IS) shall be based on the preferred concept plan (instead of the thirty (30) percent design plans) in order to meet schedule expectations detailed in Amended Exhibit B.

Deliverable(s):

- Draft and Final NOP/IS

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Amended Exhibit B

Amended Project Schedule

Milestone/Deliverable	Time	Date
Dudek to provide Data Needs to County	0 weeks	March 27, 2023 (or sooner)
County Board of Supervisors Meeting Amendment 1 Approved/Notice to Proceed	0 weeks	April 11, 2023 ^a
Park Concept Plan in CAD (Baseline Site Plan available ahead of time) prepared by Roach & Campbell <i>Assumes timely receipt of the following inputs and plan approval by County:</i> <ul style="list-style-type: none"> • Confirmation of driveway access along western boundary and fencing (County) • Tree survey (heritage trees only) (Dudek) • Retaining wall location (according to grade) (WCE Engineering) • Input on ADA/parking lot (WCE Engineering) • Input from electrical plan (CES) 	2 weeks from amendment approval	April 11 to April 25, 2023
Park Concept Plan in CAD to advance to 30% Design prepared by Roach & Campbell <i>Relies on Park Concept Plan in CAD completion (Roach & Campbell)</i> <i>30% Design Plan may change further, dependent on scoping period comments (scoping period closes on June 26, 2023) and County review</i>	5 weeks	April 26 to May 31, 2023
Dudek to prepare Notice of Preparation (NOP)/Initial Study (IS) <i>Assumes using Baseline Park Concept Plan only</i>	3 weeks from amendment approval, and 1 week after Park Concept Plan	April 11 to May 2, 2023
County review of NOP/IS <i>Assumes using Baseline Park Concept Plan only</i>	1 week*	May 3 to May 10, 2023
Dudek to revise NOP/IS <i>Assumes using Baseline Park Concept Plan only</i>	1 week*	May 11 to May 18, 2023
30-day scoping period <i>Assumes using Baseline Park Concept Plan only</i>	30 days Next working day will be Monday, June 19, 2023	May 19 to June 18, 2023
Dudek to prepare Admin Draft EIR <i>Assumes 30% Park Concept Plan Design will be available</i>	5 weeks*	June 19 to July 24, 2023

Milestone/Deliverable	Time	Date
<i>Assumes County Review and Expedited Approval of all Technical Studies/Reports (Soils Testing, Transportation Impact Study, Transportation Technical Memorandum (for Future Residential Projects), Cultural Resources (DPR), Civil Engineering, Noise Analysis, 3D Model, Electrical Design/Photometric Plan, Geotechnical Engineering Study)</i>		
County review of Admin Draft EIR	1 week*	July 25 to Aug 1, 2023
Dudek to prepare Screencheck Draft EIR	1 week*	Aug 2 to Aug 9, 2023
County review of Screencheck	1 week*	Aug 10 to Aug 17, 2023
Dudek to prepare Public Draft EIR	1 week+	Aug 18 to Aug 27, 2023
45-day Public Review Period (assumes submittal to State Clearinghouse)	45 days	Aug 28 to Oct 12, 2023
Dudek to prepare Admin Final EIR/Response to Comments (RTC)	4 weeks (3 weeks after end of Public Review Period)*	Oct 5 to Nov 2, 2023 (note overlap)
County reviews Admin Final EIR/RTC <i>This is an expedited review, assumes that County will be working closely with Dudek during the above 4-week Admin Final EIR/RTC preparation</i>	1 week*	Nov 3 to Nov 10, 2023
Dudek to prepare Final EIR/Findings <i>County will inform Dudek on when Board packet is due ahead of meeting (this schedule relies on providing the attachments to County, not sooner than November 27, 2023)</i>	1 week+*	Nov 11 to Nov 20, 2023
County reviews/approves Final EIR/Findings	1 week*	Nov 21 to Nov 28, 2023
County Board of Supervisors Meeting where EIR Certification/Project Approval to be decided	N/A	Dec 12, 2023 ^b
^a Amendment could be approved on April 4, 2023, ahead of the April 11, 2023 schedule listed, by 1 week. ^b There is also a Board of Supervisor's meeting on December 5, 2023. *Opportunity to expedite schedule (or catch up) include reducing timeframe for Dudek preparation and County reviews. The scoping period thirty (30) days and public review period forty-five (45) are fixed and cannot be shortened or expedited.		

Dudek

Amended Exhibit C

Amended Fee Schedule

All expenses and their distribution among Items of Work 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 Work to be provided in accordance with this schedule, Consultant may request to reallocate the fees and expenses between Tasks 1 through 5 (to account for changing project needs and priorities), subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of this Agreement be exceeded. Only the subtasks shown in light grey indicate cost changes proposed as part of this First Amendment which roll up to Tasks 1-5. Invoicing will key to the Tasks only.

Task	Description	Original Amount	Additional Amount	Total Amended Amount
1.0	Opportunities and Constraints Analysis Project Management	\$2,920.00	\$3,880.00	\$6,800.00
	Kickoff Meeting	\$800.00		\$800.00
	Coordination and Project Management	\$2,120.00		\$2,120.00
	<i>Required Additional</i> Coordination, Project Management, and Data Collection		\$3,880.00	\$3,880.00
2.0	Opportunities and Constraints Technical Analyses	\$80,928.00	\$86,280.00	\$167,208.00
	Detailed Topographic Survey	\$7,840.00		\$7,840.00
	ALTA/NSPS Land Title Survey	\$12,200.00		\$12,200.00
	Oak Resources Evaluation	\$5,100.00		\$5,100.00
	Phase I Environmental Site Assessment (ESA)	\$7,835.00		\$7,835.00
	Soils Testing		\$9,620.00	\$9,620.00
	Biological Resources Constraints Analysis	\$14,600.00		\$14,600.00
	Transportation Constraints Analysis	\$14,320.00		\$14,320.00
	Transportation Constraints Analysis (Community Comments)		\$9,320.00	\$9,320.00
	Transportation Impact Study		\$36,990.00	\$36,990.00
	Traffic Technical Memorandum (for Future Residential Projects)		\$9,510.00	\$9,510.00
	Cultural Resources Constraints Analysis	\$4,733.00		\$4,733.00
	Cultural Resources Constraints Analysis (DPR Forms)		\$8,250.00	\$8,250.00
	Civil Engineering Analysis (Warren Consulting Engineering)	*\$12,500.00		*\$12,500.00
	Civil Engineering Analysis		\$3,190.00	\$3,190.00
	Summary Opportunities and Constraints Memorandum	\$1,800.00		\$1,800.00
	Noise Memorandum		\$9,400.00	\$9,400.00

3.0	Park Planning and Design	\$71,290.00	\$32,015.00	\$103,305.00
	Project Description	\$2,040.00		\$2,040.00
	Plan Development Process	*\$28,050.00		*\$28,050.00
	Plan Development Process (3D Model) Dudek Roach & Campbell		\$3,030.00 <u>\$11,020.00**</u> \$14,050.00	\$14,050.00
	Preliminary Design (30 % plans)	*\$41,200.00		*\$41,200.00
	Electrical Design/Photometric Plan Dudek Review CES Engineering, Inc.		\$870.00 <u>\$9,410.00**</u> \$10,280.00	\$10,280.00
	Geotechnical Engineering Study Dudek Youngdahl, Inc.		\$870.00 <u>\$6,815.00**</u> \$7,685.00	\$7,685.00
4.0	CEQA Analysis and Documentation	\$127,435.00	\$18,600.00	\$146,035.00
	Prepare Notice of Preparation (NOP) and Initial Study	\$10,000.00		\$10,000.00
	Administrative Draft EIR	\$22,400.00		\$22,400.00
	Administrative Draft EIR-Additional Analysis		\$18,600.00	\$18,600.00
	Aesthetics	\$5,720.00		\$5,720.00
	Air Quality	\$4,970.00		\$4,970.00
	Health Risk Assessment (HRA)	\$3,630.00		\$3,630.00
	Biological and Oak Cultural Resources	\$3,000.00		\$3,000.00
	Cultural and Tribal Cultural Resources	\$1,500.00		\$1,500.00
	Energy	\$3,820.00		\$3,820.00
	Greenhouse Gases	\$4,400.00		\$4,400.00
	Hazards and Hazardous Materials	\$2,500.00		\$2,500.00
	Hydrology and Water Quality	\$2,500.00		\$2,500.00
	Noise and Vibration	\$9,000.00		\$9,000.00
	Transportation (Vehicle Miles Traveled [VMT] Analysis)	\$5,500.00		\$5,500.00
	Prepare and Circulate Draft EIR	\$5,520.00		\$5,520.00
	Prepare Final EIR	\$12,000.00		\$12,000.00
	Findings	\$2,000.00		\$2,000.00
	EIR Project Management and Meetings	\$28,975.00		\$28,975.00
	Subconsultant Markup (10%)	\$13,192.50	(\$2,293.00)	\$10,899.50
	Subconsultant Markup (10%) indicated above with *Original Agreement with Amendment 1 correction for calculation error.	\$13,192.50	(\$5,017.50)	\$8,175.00
	Subconsultant Markup (10%) indicated above with **Amendment		\$2,724.50	\$2,724.50
5.0	Direct Costs (printing and travel)	\$2,230.00	\$3,890.00	\$6,120.00
	New Soils Testing-lab fees, shipping, sampling supplies, and mileage		\$950.00	\$950.00
	New Traffic Impact Study-Traffic Counts		\$2,360.00	\$2,360.00
	New Traffic Memorandum-Traffic Counts		\$360.00	\$360.00
	New Noise and Vibration-Noise Equipment and Mileage		\$220.00	\$220.00
Total Project Cost (Including Amendment)		\$297,995.50	\$142,372.00	\$440,367.50

Dudek

Exhibit D

California Levine Act Statement

California Levine Act Statement

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

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

YES NO

If yes, please identify the Officer(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 NO

If yes, please identify the Officer(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.

03/24/2023

Date



Signature of authorized individual

Dudek
Type or write name of company

Joseph Monaco-Chief Executive Officer
Type or write name of authorized individual