

ICF Jones & Stokes, Inc.

EIGHTH AMENDMENT TO AGREEMENT FOR SERVICES #007D-A-12/13-BOS

THIS EIGHTH AMENDMENT to that Agreement for Services #007D-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 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 Lime Rock Valley Specific Plan development project (hereafter referred to as "Project"), located in the Shingle Springs area of the County of El Dorado, California, pursuant to Agreement for Services #007D-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, Sixth Amendment dated July 19, 2022, and Seventh Amendment dated October 25, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to augment the scope of work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-6, 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 \$64,445.51, amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit D-3, Amended Cost Estimate** with **Amended Exhibit D-4, Amended Cost Estimate**;

WHEREAS, the parties hereto desire to include updated contract provisions, updating **ARTICLE X, Default, Termination, and Cancellation**;

WHEREAS, the parties hereto desire to include updated contract provisions, replacing **Section B, ARTICLE XIII, Insurance**;

WHEREAS, the parties hereto desire to fully-replace specific Articles to include updated contract 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 Eighth Amendment to Agreement for Services #007D-A-12/13-BOS on the following terms and conditions:

- I. Amended Exhibit D-3, Amended Cost Estimate is replaced in its entirety with Amended Exhibit D-4, Amended Cost Estimate attached hereto and incorporated herein by reference. All references to Amended Exhibit D-3, Cost Estimate throughout the Agreement are substituted with Amended Exhibit D-4, 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," Exhibit A-5, marked "Additional Scope of Services," and Exhibit A-6, 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, Exhibit A-5, and Exhibit A-6 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, Exhibit A-5, and Exhibit A-6, 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, Exhibit A-5, and Exhibit A-6 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, Exhibit A-5, and Exhibit A-6 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, Exhibit A-5, and Exhibit A-6 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 Lime Rock Valley Specific Plan EIR		
Task	Description	Cost
1.0	Project Initiation	\$ 4,067
2.0	Project Management and Meetings	\$ 16,759
3.0	Prepare Project Description and Notice of Preparation	\$ 19,622
4.0	Administrative Draft EIR	\$ 167,816
5.0	Public Draft EIR	\$ 23,368
6.0	Respond to Comments	\$ 29,478
7.0	Final EIR	\$ 12,018
8.0	Attend Public Meetings	\$ 6,745
9.0	Prepare Notice of Determination	\$ 309
10.0	Direct Expenses	\$ 2,900

	TOTAL	\$ 283,082
--	--------------	-------------------

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 "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, Exhibit A-5, and Exhibit A-6 herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D-4, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit D-4 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-4 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, Exhibit A-5,

and Exhibit A-6, inclusive of all work of subconsultants, costs, taxes, and expenses, shall not exceed \$775,317.48.

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.: Robert Peters, Deputy Director of

Planning or to such other location as County

directs.

IV. ARTICLE X, Default, Termination, and Cancellation, of the Agreement is amended in its entirety to read as follows:

**ARTICLE X
Default, Termination, and Cancellation:**

- A. 1. 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 (notice) that shall state the following:
- a. The alleged default and the applicable Agreement provision, and
 - b. 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.

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

- a. 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.
- b. 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.
- c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
- b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
- c. 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.
- d. 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.

V. ARTICLE XIII, Insurance, Section B, is replaced in its entirety to read as follows:

- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

Except as herein amended, all other parts and sections of Agreement for Services #007D-A-12/13-BOS shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment to Agreement for Services #007D-A-12/13-BOS on the dates indicated below.

-- COUNTY OF ELDORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____


Dated: _____

Deputy Clerk

-- ICF JONES & STOKES, INC. --

By: _____

Dated: April 12, 2024


Carolyn Gardner
Senior Vice President, Contracts
"Consultant"

By: _____

Dated: April 12, 2024

Rosemarie Jones

Rosemarie Jones
Assistant Secretary

Digitally signed by Rosemarie Jones
Date: 2024.04.12 20:39:25 -04'00'

ICF Jones & Stokes, Inc.

Exhibit A-6

Additional Scope of Services

Lime Rock Valley Specific Plan EIR

Consultant has been engaged by County to complete the necessary environmental work associated with the Lime Rock 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 Tasks 5, 6, and 7 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, it is necessary for Consultant to update these discussions and revise the modeling.

For AQ, Consultant shall conduct a high-level peer review of the Project team's modeling and technical report and incorporate those results into the AQ chapter of the Draft Environmental Document (DED). Consultant shall remodel carbon monoxide (CO) concentrations and hotspots, and health incidence.

For GHG, Consultant shall incorporate the results of the Project team's modeling and technical report into the DED chapter, complete the Sacramento Area Council of Governments (SACOG) Hex analysis, and remodel GHG offsets.

Consultant shall update the cumulative and alternatives discussions and review the document for cross references that require updating.

General Update to Chapters

The DED was last updated in October 2021 and is expected to be circulated in 2024. Consultant shall update the Land Use and Population discussions to include 2020 census data and check all sections to ensure that the most recent information is presented and the most recent documents and plans are referenced. This information shall be carried through the entire document.

Deliverables

- Revised DED incorporating new analysis for AQ and GHG

Task 6. Response to Comments

This Task was originally scoped in 2012 and no more than fifty (50) unique comments were anticipated at the time. Based on experience with a similar EIR, Consultant shall manage and address up to two hundred (200) public and agency comments.

Deliverables

- Responses to up to two hundred (200) comments

Task 7. 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 County.

ICF Jones & Stokes, Inc.

Amended Exhibit D-4

Amended Cost Estimate

ICF Jones & Stokes, Inc.

Task 1.	Project Initiation	\$	2,661.73
Task 2.	Project Management and Meetings	\$	86,365.03
Task 3.	Prepare Project Description and NOP	\$	17,570.71
Task 4.	Administrative Draft EIR	\$	405,611.96
Task 5.	Public Draft EIR	\$	131,250.09
Task 6.	Respond to Comments	\$	39,389.64
Task 7.	Final EIR	\$	27,894.61
Task 8.	Attend Public Meetings	\$	6,616.93
Task 9.	Prepare Notice of Determination	\$	443.84

Labor Total \$ 717,804.54

Direct Costs \$ 7,376.21

Total Prime Costs \$ 725,180.75

Task 11 Contingency \$ 46,667.00

Subconsultants:

Tully & Young \$ 3,469.73

Total Proposed Budget Cost Estimate \$ 775,317.48

*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 (\$775,317.48) be exceeded.