

ICF Jones & Stokes, Inc.

**Environmental Impact Report for the Central El Dorado Hills Specific Plan
Development Project**

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #5349

THIS FIRST AMENDMENT to that Agreement for Services #5349 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 office address is 980 9th Street, Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Planning and Building Department with preparing an environmental impact report for the Central El Dorado Hills Specific Plan development project pursuant to Agreement for Services #5349, dated February 23, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement include additional tasks determined necessary by County and completed by Consultant related to the preparation of a Revised Final Environmental Impact Report (FEIR) for the Central El Dorado Hills Specific Plan (CEDHSP) Project (Project) to address associated changes with air quality and greenhouse gas emissions impacts as it related to the analysis of vehicle miles traveled (VMT), amending **ARTICLE 1, Scope of Services**, and adding **Exhibit A-1, Amended Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed amount of the Agreement by \$109,301.40 for a new not-to exceed amount of \$261,939.37, and to include a new cost estimate for the term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Exhibit C-1**;

WHEREAS, the parties desire to retroactively amend the amendment start date to be effective as of February 7, 2022;

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new 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 First Amendment to Agreement for Services #5349 on the following terms and conditions:

- I. **ARTICLE I, Scope of Services, First and Second Paragraph, of the Agreement is amended in its entirety to read as follows:**

ARTICLE I

Scope of Services: 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, Consultant agrees to furnish personnel, equipment, and services necessary to prepare a legally and technically adequate environmental impact report for the Central El Dorado Hills Specific Plan development project. Services shall include those tasks as identified in Exhibit A, marked "Scope of Services," incorporated herein and made by reference a part hereof.

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

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, Consultant agrees to furnish personnel, equipment, and services necessary to prepare a legally and technically adequate environmental impact report for the Central El Dorado Hills Specific Plan development project. Services shall include those tasks as identified in Exhibit A and Exhibit A-1, marked "Amended Scope of Services," incorporated herein and made by reference a part hereof.

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

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

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The rates listed in Exhibit B may be adjusted annually with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator.

For the purposes of budgeting 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 Tasks identified in this Agreement including the Tasks identified in Exhibit A, the maximum allowable billing amounts for each Task are described in Exhibit C, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C, represent the composition of the total not-to-exceed budget for the various Tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C, among the various Scope of Work tasks, Project Contingency, and Other Direct Costs and Mileage, subject to County's Contract Administrator's prior written approval.

For the period beginning with the effective date of this First Amendment and continuing through the remaining term of the Agreement, the Tasks identified in this Agreement including the Tasks identified in Exhibit A and Exhibit A-1, the maximum allowable billing amounts for each Task are described in Exhibit C-1, marked "Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C-1, represent the composition of the total not-to-exceed budget for the various Tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C-1, among the various Scope of Work tasks, Project Contingency, and Other Direct Costs and Mileage, subject to County's Contract Administrator's prior written approval.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at Consultant's cost plus a 10% markup, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates shall apply to Consultant. There shall be no markup on any mileage rates for Consultant.

Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant

The total amount of this Agreement, as amended, shall not exceed \$261,939.37, 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
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Patricia Soto
Administrative Technician
Planning and Building Department

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 XV, Default, Termination, and Cancellation, herein.

ARTICLE IX

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.

ARTICLE X

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Transportation Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

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 subcontractors, 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 subcontractor 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 XV

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 XXII, 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 XVI

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
2850 Fairlane Court
Placerville, California 95667

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Rob Peters
Deputy Director of Planning
Planning and Building
Department

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 1200
Sacramento, California 95814

Attn.: Robert F. Toth
Sr. Vice President, Contracts

or to such other location as Consultant directs.

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 XV, Default, Termination, or Cancellation.

ARTICLE XXIX

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

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

ARTICLE XXXV

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 XXXVI

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 XXXVII

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 #5349 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #5349 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Rori Parlin* Dated: 11-15-22
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Kyle Hayes* Dated: 11-15-22
Deputy Clerk

--ICF JONES & STOKES, INC.--

By: *Hawani Tessema* Dated: 09/19/2022
Hawani Tessema (Sep 19, 2022 13:14 EDT)
Hawani Tessema
Senior Manager, Contracts
"Consultant"

By: *Jarred Miller* Dated: 09/19/2022
Jarred Miller (Sep 19, 2022 13:51 EDT)
Jarred Miller
Director, Contract

ICF Jones & Stokes, Inc.

Exhibit A-1

Amended Scope of Services

In addition to the work already completed under this Agreement, this Amended Scope of Work is expanded to include additional tasks determined necessary by County and completed by Consultant related to the preparation of a Revised Final Environmental Impact Report (FEIR) for the Central El Dorado Hills Specific Plan (CEDHSP) Project (Project) to address associated changes with air quality and greenhouse gas emissions impacts as it related to the analysis of vehicle miles traveled (VMT). The following tasks are expanded to include this additional work.

Task 3. Respond to Comments

This task is expanded to include Consultant's efforts to address an additional round of comments on the FEIR. This effort includes organizing public and agency comments on the FEIR to be consistent with the previous formats and preparing revised responses to comments prepared for the FEIR, as well as to be consistent with updates made to the FEIR, particularly in reference to air quality, GHG, water supply, schools, and utilities. Consultant shall prepare a full edit of the response to comments to update page references, dates of plans, revised regulations, acreages, and other consistency issues for inclusion in the Revised FEIR in Task 4 below.

Deliverables

- Additional responses to comments on the FEIR

Task 4. Final EIR, Findings, and Mitigation Monitoring and Reporting Program (MMRP)

Based on the additional round of comments and responses completed for the FEIR in Task 3, Consultant this task is expanded to include a full edit of the FEIR for the preparation of a Revised FEIR. The Revised FEIR shall include those comments and responses, updates to reflect new regulations and current conditions, as well as any other updates to sections determined necessary.

Deliverables

- Electronic Copy of Revised FEIR

Task 5. Attend Public Meetings, and Planning Commission (PC), and Board of Supervisors (BOS) Meetings

This task is expanded to include additional public, PC, and/or BOS meetings determined necessary for Project completion. As this Project progressed through the environmental review phase, Consultant's attendance at additional meetings

with either the public, PC, or BOS was requested by County. This task shall further include Consultant's attendance at any and all additional aforementioned meetings as they are scheduled through Project completion.

Deliverables

- N/A

ICF Jones & Stokes, Inc.

Exhibit C-1

Amended Cost Estimate

ICF Jones & Stokes, Inc.

Task 1.	Project Management and Meetings	\$	29,391.36
Task 2.	Second Recirculated Draft EIR	\$	47,218.88
Task 3.	Respond to Comments	\$	59,196.94
Task 4.	Final EIR, Findings, and MMRP	\$	55,707.37
Task 5.	Attend Public, PC, and BOS Meetings	\$	30,770.60
Task 6.	Prepare Notice of Determination	\$	934.82
	Labor Total	\$	223,219.97
	Direct Costs	\$	13,719.40
Task 7.	Project Contingency	\$	25,000.00
	Total Proposed Budget Cost Estimate	\$	261,939.37

*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 subconsultant, 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 (\$261,939.37) be exceeded.