

**ICF Jones & Stokes, Inc.****SIXTH AMENDMENT TO AGREEMENT FOR SERVICES #008D-A-12/13-BOS**

**THIS SIXTH AMENDMENT** to that Agreement for Services #008D-A-12/13-BOS made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and ICF Jones & Stokes, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 9300 Lee Highway, Fairfax, Virginia 22031, and whose local place of business is 980 9<sup>th</sup> Street, Suite 1200, Sacramento, California 95814 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to assist in the preparation of a legally and technically adequate Environmental Impact Report (hereafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, pursuant to Agreement for Services #008D-A-12/13-BOS, dated November 13, 2012, First Amendment to Agreement for Services #008D-A-12/13-BOS, dated March 11, 2014, Second Amendment to Agreement for Services #00BD-A-12/13-BOS, dated July 22, 2014, Third Amendment to Agreement for Services #008D-A-12/13-BOS, dated April 14, 2015, Fourth Amendment to Agreement for Services #008D-A-12/13-BOS, dated March 8, 2016, and Fifth Amendment to Agreement for Services #008D-A-12/13-BOS, dated June 23, 2020 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to augment the scope of work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-5, Additional Scope of Services**;

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

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

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

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

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Sixth Amendment to Agreement for Services #008D-A-12/13-BOS on the following terms and conditions:

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

**ARTICLE I**

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

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

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

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

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

Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement.

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

**ARTICLE III**

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

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

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

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

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

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

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

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

For the purpose of budgeting the items identified in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D-3, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit D-3 represent the composition of the total not-to-exceed budget for this Agreement, as amended. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Amended Exhibit D-3 among the various Tasks, Mileage and Direct Costs, Contingency, and subconsultant identified therein, subject to County's Contract Administrator's

written approval. In no event shall the not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement as amended, including all of the services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, and Exhibit A-5 inclusive of all work of subconsultants, costs, taxes, and expenses, shall not exceed \$787,542.04.

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

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

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

or to such other location as County directs.

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

**ARTICLE XI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Planning and Building Department  
Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Rob Peters  
Deputy Director of Planning

With a copy to:

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

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

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

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

Attn.: Chris Elliott

Attn.: Maggie Townsley

or to such other location at Consultant directs.

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

**ARTICLE XX**

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

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

**ARTICLE V**

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

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

or ordinances is also required.

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

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

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

#### **ARTICLE VI**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at



any time, any said confidential information, other than to County's Planning and Building Department or the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE VIII**

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

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

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

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

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

#### **ARTICLE X**

**Default, Termination, and Cancellation:**

A. **Termination by Default:** If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

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

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

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

The following shall be events of default under this Agreement:

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

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

## **ARTICLE XII**

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

## **ARTICLE XVI**

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

the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

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

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

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

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

**ARTICLE XXXI**

**Nondiscrimination:**

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

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

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

#### **ARTICLE XXXII**

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

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

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

#### **ARTICLE XXXIII**

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

#### **ARTICLE XXXIV**

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

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

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

--COUNTY OF EL DORADO--

By: *Roni Parlin*

Dated: 7-19-22

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: *Stephie Ferguson*  
Deputy Clerk

Dated: 7-19-22

--ICF JONES & STOKES, INC.--

By: Robert F Toth Digitally signed by Robert F Toth  
Date: 2022.06.03 08:47:27 -04'00'

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

Robert F. Toth  
Senior Vice President, Contracts  
"Consultant"

By: Rosemarie Jones Digitally signed by  
Rosemarie Jones  
Date: 2022.06.07  
12:26:29 -04'00'

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

Rosemarie Jones  
Assistant Secretary

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

## **Exhibit A-5**

### **Additional Scope of Services**

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

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

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

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

#### **Deliverables**

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

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

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

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

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

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



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

### **Preparation for Circulation**

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

### **Task 11. Contingency**

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

**ICF Jones & Stokes, Inc.**

**Amended Exhibit D-3**

**Amended Cost Estimate**

**ICF Jones & Stokes, Inc.**

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

Labor Total \$ 727,920.69

Direct Costs \$ 8,486.35

Total Prime Costs \$ 736,407.04

Task 11 Contingency \$ 43,034.00

**Subconsultants:**

**Tully & Young**

Task 4 \$ 8,101.00

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

\*All Expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among Consultant's personnel, including subconsultants, and among the various Tasks identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract (\$787,542.04) be exceeded.