

# ORIGINAL

## Dudek

### SECOND AMENDMENT TO AGREEMENT FOR SERVICES #425-S1411

**THIS SECOND AMENDMENT** to that Agreement for Services #425-S1411 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 office address is 853 Lincoln Way, Suite 208, Auburn, California 95603 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to assist its Community Development Agency, to update the biological resource policies and implementation measures within County's General Plan and prepare an EIR, pursuant to Agreement for Services #425-S1411, dated March 19, 2014, and First Amendment, dated February 18, 2015, both incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to add additional services to the scope of work, amending Exhibit A, as detailed below;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$110,000 and to clarify Section D., amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit C, Amended Cost Proposal** with **Amended Exhibit C-1, Revised Amended Cost Proposal**;

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

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

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #425-S1411 on the following terms and conditions:

- I. Exhibit A, Scope of Work, is amended as follows:
  - A. Task C-2: Administrative Draft EIR is amended to include preparation of a second Administrative Draft EIR consistent with an expanded scope of work based on public comments received on the Draft EIR and to include further analysis and discussion of additional alternatives to address the potential loss

of carbon sequestration. The alternatives chapter of the second Administrative Draft EIR shall include evaluation and discussion of alternatives related to tree retention, container sizes for replanting of trees, standards for wildlife movement and special-status species impacts, and habitat fragmentation.

- B. Task C-3: Screencheck Draft EIR is amended to include preparation of a second Screencheck Draft EIR to include the addition of two (2) cumulative analyses and the analysis of impacts using growth projections used in the CIP TIM Fee EIR, GIS modeling for these scenarios, consideration of additional alternatives, additional GIS analysis of Fire Resource and Assessment Program (FRAP) data related to oak resource exemptions, Measure E discussion, standards for “no net loss” determination, clarifications to the nexus study and incorporation of the implementing ordinance.
  - C. Task C-5: Final EIR is amended to include preparation of responses to voluminous comments received on the Draft EIR and attendance at a meeting with the California Department of Fish and Wildlife to discuss the EIR at County’s request.
- II. Amended Exhibit C, Amended Cost Proposal, is replaced in its entirety with Amended Exhibit C-1, “Revised Amended Cost Proposal,” attached hereto and incorporated herein by reference. All references to Exhibit C and Amended Exhibit C throughout the Agreement are substituted with Amended Exhibit C-1.
- III. **ARTICLE III, Compensation for Services**, paragraphs C, D, and E of the Agreement are amended in their entirety to read as follows:
- C. The amounts for each task, Optional Task, and Supplemental Tasks are described in Amended Exhibit C-1, marked “Revised Amended Cost Proposal,” incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit C-1 represent the composition of the total not-to-exceed budget for the various tasks identified therein. 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 C-1, among the various Base Scope of Work tasks, Other Direct Costs, Optional Task Estimate, and Supplemental Tasks identified therein, subject to County’s Contract Administrator’s written approval.
  - D. The not-to-exceed amount of each individual Task Order assigned shall not exceed the amount specified in each Task Order, unless County’s Contract Administrator and Consultant amend the Task Order in writing.
  - E. The total amount of this Agreement, including all of the services detailed in Exhibit A, Exhibit A-1, work of subconsultants, and including any Optional Task or Supplemental Tasks, if any, which may be assigned, and inclusive of all costs, expenses, and Task Orders shall not exceed \$511,700.

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

**ARTICLE XVIII**

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

To County:

County of El Dorado  
Community Development Agency  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Steven M. Pedretti, Director

With a copy to:

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

Attn.: Michele Weimer  
Administrative Services Officer  
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dudek  
605 Third Street  
Encinitas, California 92024

Attn.: Frank Dudek, President

or to such other location as Consultant directs.

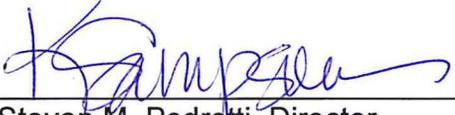
V. **ARTICLE XXIX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXIX**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Steven M. Pedretti, Director, Community Development Agency, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #425-S1411, as amended, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Department Concurrence:**

By:   
*for* Steven M. Pedretti, Director  
Community Development Agency

Dated: 9/28/16

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #425-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
Michael Ranalli  
2nd Vice-Chair  
Board of Supervisors  
"County"

Dated: 10/25/16

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

By:   
Deputy Clerk

Dated: 10/25/16

-- DUDEK --

By:   
Frank Dudek  
President  
"Consultant"

Dated: SEP. 26, 2016

By:   
June Collins  
Corporate Secretary

Dated: 9.27.16

Dudek

Amended Exhibit C-1

Revised Amended Cost Proposal

Base Scope of Work (Original Scope)

Task A - Project Management		
Task A-1	General Project Management and Project Updates	\$ 23,280.00
Task B - General Plan Biological Resources Policies Update		
Task B-1	Background	\$ 15,760.00
Task B-2	Preliminary Options Memo	\$ 25,520.00
Task B-3	Board Meetings No. 1 and No. 2	\$ 28,360.00
Task B-4	Public Outreach	\$ 46,560.00
Task B-5	Board Meetings No. 3 and No. 4	\$ 16,800.00
Task B-6	Draft Policy Language	\$ 20,400.00
Task B-7	Final Policy Language and Final Oak Woodland Management Plan	\$ 10,840.00
Task C - EIR		
Task C-1	Initial Study and Scoping	\$ 10,920.00
Task C-2	Administrative Draft EIR	\$ 123,200.00
Task C-3	Screencheck Draft	\$ 41,541.00
Task C-4	Public Draft	\$ 5,960.00
Task C-5	Final EIR	\$ 63,779.00
Task C-6	Planning Commission Hearing and Board Approval	\$ 9,760.00
	Consultant Subtotal	\$ 442,680.00

<u>Other Direct Costs</u>	\$ 6,900.00
	\$ 6,900.00

<u>Optional Task Estimate - Task B-6a Update Priority Conservation Areas</u>	\$ 19,520.00
	\$ 19,520.00

<u>Supplemental Tasks</u>	\$ 18,000.00
	\$ 18,000.00

**Total Proposed Agreement Budget Cost Estimate - Original Scope \$ 487,100.00**

Task D - Calculation of In-Lieu Fee for County's Oak Woodland Mitigation Plan (New Scope)

Subconsultant

New Economics & Advisory	\$ 24,600.00
Subconsultant Subtotal	\$ 24,600.00

**Grand Total \$ 511,700.00**

All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein, among the various Base Scope of Work tasks, Other Direct Costs, Optional Task Estimate, and Supplemental Tasks identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.