

Lebeck Engineering, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8330

THIS FIRST AMENDMENT to that Agreement for Services #8330 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 Lebeck Engineering, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 3430 Robin Lane, Building #2, Cameron Park, California 95682 (hereinafter referred to as "Consultant").

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide engineering services to develop four (4) preliminary design options for Chili Bar River Park, located at 1671 Chili Bar Court, Placerville, California 95667; for the Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #8330, dated February 7, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to update the scope of work to include Department of Industrial Relations (DIR) clerical and administrative requirements in Task 1, 2, 4, 5, 6, and 8, amending **ARTICLE I, Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$12,570 for a new not-to-exceed amount of \$108,323 and to update the cost proposal, amending **ARTICLE III, Compensation for Services**, and replacing Exhibit A with **Amended Exhibit A, Amended Cost Proposal**;

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 #8330 on the following terms and conditions:

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

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, tools, vehicles, equipment, materials, and services necessary to provide four (4) preliminary designs in order to determine the feasibility and the costs associated with each design, for the development of County's Chili Bar River Park, and those services and tasks that are reasonably necessary for the

completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Amended Exhibit A, marked "Amended Cost Proposal," incorporated herein and made by reference a part hereof.

Services shall include the following at a minimum:

Task 1-Preliminary Project Research and Coordination (Lebeck Engineering, Inc.)

1. Project Research
2. Two Site Visits to review the site with County Staff & subconsultants
3. Gather and review historical data regarding the septic system and infrastructure previously installed at site
4. Site analysis of existing project data
5. Coordination and Processing with County staff and subconsultants for project scope
6. Coordination and review with consultants and staff regarding DIR requirement

Task 2-Schematic Site Layouts- (Greg Jones , Registered Architect, National Council of Architectural Registration Boards (NCARB), LEED Accredited Professional (AP))

Consultant shall develop for approval by the County up to four (4) alternative schemes as follows (these alternatives represent the Consultant's current understanding of the project and may change as the project proceeds):

1. Store and Prefabricated Building with Restroom Only
2. Site/RV Layout Based on Concessionaire's Proposal, to include Store, Prefabricated Building with Restroom, RV Camping, and Cabins, Other Options (short-term stays only), with Possible Full Hook-Ups Including Electrical (preliminary electrical design by Johnson Consulting - See Task 6)
3. Store, Prefabricated Building with Restroom and outdoor potable water spigot and Dry RV Layout (camping area) with Possible Electrical Services (preliminary electrical design by Johnson Consulting-See Task 6), Short-Term Stays Only
4. Alternate Layout, to include Store, Prefabricated Building with Restroom, RV Camping, and Cabins, Other Options (short-term stays only), with Possible Full Hook-Ups Including Electrical (preliminary electrical design by Johnson Consulting - See Task 6)
5. Clerical work related to DIR registration.

Deliverables:

Deliverables format and due date will be mutually agreed upon between the Consultant and the County's contract administrator.

1. One (1) Schematic Site Plan for each of the four (4) schemes above showing configuration of the proposed scheme, basic annotations, and data
2. One (1) Presentation Color Site Plan for each of the four (4) schemes above— same as above with presentation graphics style color
3. Enlarged vignettes as deemed necessary by the County Contract Administrator to convey more detailed information regarding typical RV sites

Consultant Exclusions:

This scope of work involves schematic studies only. Any design development beyond the basic yield studies outlined above is not included. Specific exclusions are:

1. Validation of base files — all base files provided to the Consultant are assumed to be complete and accurate
2. Utility Coordination (including coordination with Pacific, Gas, and Electric (PG&E)
3. Building Design and/or Renovation
4. Documentation of Existing Structures
5. Cost Estimating, Cost Benefit Analysis, or Feasibility Studies
6. Operational Design or Recommendations
7. California Green Building Standards Code (CalGreen) and/or Title 24 Analysis
8. Americans with Disabilities Act (ADA) Analysis
9. Full Septic Design/Analysis

Task 3-Preliminary Site Plans– (Lebeck Engineering, Inc.)

Task includes utilizing Consultant's & Concessionaire's layouts for the site along with prior topographic survey by Giuliani & Kull Auburn, Inc. and pending boundary survey by County to design preliminary site plans for the four (4) options described above.

Task 4-Water System Evaluation and Four Options Preliminary Water Design (Triangle Well Drilling)

1. Well Production Test: Eight (8) hour test with bacteria sample. Task includes checked existing fifteen (15) gallons per minute (gpm) 1.5 horsepower (hp) well pump, existing two thousand-five hundred (2,500) gallon water storage tank system, existing eighty-five (85) gallon pressure tank with booster pump for function.
2. Design water systems for four (4) possible layouts
3. Clerical tasks related to DIR requirements.

Task 5-Preliminary Septic Design & Percolation Tests – (Wheeldon Geology)

Perform a site evaluation soil test trench inspections and percolation tests, for commercial septic system design, supported by site data, that can support a final build-out plan.

1. Phase 1: Site Evaluation. Test site using percolation test and soil test trench inspections on the west and east side of Chili Bar Court. Coordinate with County's Environmental Management Department and backhoe to perform test trench inspections for soil evaluation. Based on test trench results, perform percolation tests to evaluate the average percolation rate on site. Conduct analysis of whether existing tank(s) can be repurposed for proposed uses. Administrative work associated with DIR compliance.
2. Phase 2: Site Development Finalization and Design. Develop wastewater design based on site capability per testing and County design standards, to allow the choice of the best development approach of the four (4) proposed options.

Task 6-Preliminary Electrical & Dry Utilities – (Johnson Consulting – Bill Johnson)

1. For Option 1: Electrical consulting includes opinion of construction costs.
2. For Option 2: Electrical consulting includes opinion of construction costs.
3. For Option 3: Provide preliminary design of new electric main switchboard and power distribution to proposed new structures, electrical pedestal at each RV pad. Provide preliminary Electric Vehicle (EV) charging load capacity and conduit provisions. Provide itemized opinion of construction cost including possible required site lighting.
4. For Option 4: Provide preliminary design of new electric main switchboard and power distribution to proposed new structures, electrical pedestal at each RV pad. Provide preliminary design of power connections to cabin and site convenience power outlets. Provide preliminary EV charging load capacity and conduit provisions. Provide itemized opinion of construction cost (Preliminary electrical design by Johnson Consulting)
5. Administrative work related to DIR compliance.
6. Note that site lighting may be required by the County's Planning and Building Department in the final full design and construction documents.
7. Excludes construction drawings for underground utilities.

Task 7-Engineer's Cost Estimate Quantities – (Lebeck Engineering, Inc.)

1. Develop quantities for Cost Estimate for Four (4) Options (excluding electrical or other dry utilities) and assist County's Project Manager to obtain and confirm unit costs.
2. Note: Actual construction unit costs can vary and are subject to change.

Task 8-Processing – (Lebeck Engineering, Inc.)

1. Coordinate with County staff, County's Project Manager(s), fire department, and all subconsultants during design/surveying phase; review of subconsultants' work; coordination regarding any adjustments and revisions; coordinate administrative work related to DIR compliance.
2. Attend up to two (2) meetings regarding the Preliminary Site Plans and data.

Consultant's work excludes:

- Boundary Survey & plotting of easements of record per title report by County.
- Topographic Survey – previously by Giuliani & Kull Auburn, Inc.
- County shall notify Underground Service Alert (USA) North to locate all underground utilities on the site prior to Preliminary Site Plans if desired.
- Geotechnical Report.
- Grading Plans.
- Improvement Plans.
- Full ADA designs.
- Satellite – Provided by Satellite provider (e.g., Hughes Net or Starlink).
- Drainage Report.
- One hundred (100) Year Flood Plain Determination and/or Hydraulic Analysis – South Fork American River.
- Storm Water Quality Plan and/or design, if required.
- Fugitive Dust Control Plan, if required.
- Landscape and Irrigation design (by others).
- Lighting and/or Project signage.
- Building Design/Plumbing Design for Building/Renovations of existing buildings.
- Construction Engineering or Construction Staking.
- Record Drawings.
- Revisions.
- Stormwater Pollution Prevention Training (SWPPP) (by others).
- Abandonment of Easements, if required.
- Structural Calculations for Retaining Walls, if required (by others).
- Archeology Survey and/or Record Search.
- Environmental Reports, if needed.

Consultant acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Electronic AutoCAD 2010 or AutoCAD Civil 3D 2010 format shall be used for submittal of plans or other similar documents as specified

by County's Contract Administrator. Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules.

Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, 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. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees, agents, associates, representatives, or subconsultants.

II. **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, 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 invoices identifying the services rendered.

For the purposes of budgeting the Tasks in ARTICLE I, Scope of Work, the billing amounts for each Task are identified in Amended Exhibit A.

In the performance of the services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Amended Exhibit A among the various Scope of Work Tasks, and items of work, and subconsultant's tasks, identified herein subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

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

Subconsultant's services, other outside services, and other direct costs, including but not limited to, materials, equipment, printing, delivery charges, and copying costs, authorized herein shall be invoiced at Consultant's cost, without markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or successor. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

The total amount of this Agreement, as amended, shall not exceed \$108,323, inclusive all work of subconsultants, and all costs, taxes, and expenses.

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
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

or to such other location as County directs.

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

Except as herein amended, all other parts and sections of Agreement for Services #8330 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8330 on the dates indicated below.

--C O U N T Y O F E L D O R A D O--

By: *Michele Werni*

Dated: 07/24/2024

Purchasing Agent
Chief Administrative Office
“County”

--L E B E C K E N G I N E E R I N G, I N C.--

By: *B. Lebeck*
[B. Lebeck \(Jul 19, 2024 14:14 PDT\)](#)

Dated: 07/19/2024

Barbara A. Lebeck, P.E.
Chief Executive Officer
“Consultant”

By: *B. Lebeck*
[B. Lebeck \(Jul 19, 2024 14:14 PDT\)](#)

Dated: 07/19/2024

Barbara A. Lebeck, P.E.
Corporate Secretary

Lebeck Engineering, Inc.

Amended Exhibit A

Amended Cost Proposal

Chili Bar Preliminary Design		
Task 1	Preliminary Project Research & Coordination	\$20,000
Task 2	Consultant Schematic Site Layouts (Subconsultant)	\$13,000
Task 3	Preliminary Site Plans	\$24,000
Task 4	Water System Evaluation & Four Options Preliminary Water Design (Subconsultant)	\$5,028
Task 5	Preliminary Septic Design & Percolation Tests (Subconsultant)	\$7,545
Task 6	Preliminary Electrical & Dry Utilities (Subconsultant)	\$13,250
Task 7	Engineer's Cost Estimate Quantities	\$7,500
Task 8	Processing	\$18,000
	Total	\$108,323

Consultant Subtotal: \$69,500

Subconsultant Subtotal: \$38,823

Mileage and Direct Expenses: Included

TOTAL CONTRACT NOT TO EXCEED: \$108,323

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 the various Scope of Work tasks and items of work, and subconsultant's tasks, identified herein, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.