

Dudek

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #3802

THIS THIRD AMENDMENT to that Agreement for Services #3802 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 1810 13th Street, Suite 110, Sacramento, California 95811 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Planning and Building Department by providing as-needed planning services, pursuant to Agreement for Services #3802, dated June 25, 2019, First Amendment to Agreement for Services #3802, dated October 20, 2020, and Second Amendment to Agreement for Services #3802, dated December 7, 2021, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 24, 2025 for two (2) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$500,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend the Agreement to update notice recipients, amending **ARTICLE XIV, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to include updated insurance requirements, amending **ARTICLE XVII, Insurance**;

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

WHEREAS, the parties hereto desire to fully-replace specific Articles and add new Articles to include updated contract provisions, and adding **Exhibit C, California Levine Act Statement**;

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 Third Amendment to Agreement for Services #3802 on the following terms and conditions:

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

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 24, 2027, as amended.

- 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, including all of the deliverables described in the individual Task Orders and/or Work Orders, issued pursuant to this Agreement, and including the Progress Reports required by ARTICLE V, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices detailing the services rendered.

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

For the period beginning with the effective date of this Third Amendment, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate 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. The rate

increase shall not exceed three percent (3%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Reimbursement for mileage expenses for Consultant and subconsultants, 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 and to any subconsultants authorized under this Agreement. There shall be no markup on any mileage rates for Consultant or for any subconsultants. Any reimbursements for mileage expenses will only be made if such expenses are included in the budget of an approved and fully executed Task Order and/or Work Order, if any, issued pursuant to this Agreement.

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 or by any authorized subconsultants.

Other direct costs, including subconsultants' services authorized herein, shall be invoiced at Consultant cost, without markup, for the services rendered. Any invoices that include other direct costs or subconsultant costs shall be accompanied by backup documentation to substantiate Consultant costs for the services being billed on those invoices.

The total amount of this Agreement, as amended, shall not exceed \$1,300,000, inclusive of all expenses, costs, taxes, Task Orders and amended Task Orders, Work Orders and amended Work Orders, and all work of subconsultants, if any are authorized. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Task Orders or Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied Task Order or Work Order number on their faces. Consultant shall bill County for only one (1) Task Order or Work Order per invoice. 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 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.: Kevin Willard
Administrative Technician
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 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 XIII, Default, Termination, and Cancellation, herein.

III. ARTICLE XIV, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIV

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

Attn.: Robert Peters
Deputy Director

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:

Dudek
605 Third Street
Encinitas, California 92024

Attn.: Legal Department

or to such other location as Consultant directs.

IV. ARTICLE XVII, Insurance, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.

- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a

bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
 - L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
 - P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.
- V. **ARTICLE XXVIII, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVIII

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

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

ARTICLE XVI

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.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XX

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 XIII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

VII. The following Article is hereby added to the Agreement to read as follows:

ARTICLE XXXVI

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 #3802 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #3802 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--DUDEK--

By:  _____
Joseph Monaco
Chief Executive Officer
"Consultant"

Dated: 03/20/2024

By:  _____
Amy M. Paul (Mar 22, 2024 09:15 PDT)
Amy Paul
Corporate Secretary

Dated: 03/22/2024

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Amended Exhibit B

Amended Rate Schedule

Engineering Services

Project Director	\$335
Principal Engineer III	\$310
Principal Engineer II	\$290
Principal Engineer I	\$280
Program Manager	\$265
Senior Project Manager	\$265
Project Manager	\$255
Senior Engineer III	\$250
Senior Engineer II	\$240
Senior Engineer I	\$230
Project Engineer IV/Technician IV	\$220
Project Engineer III/Technician III	\$210
Project Engineer II/Technician II	\$200
Project Engineer I/Technician I	\$180
3D Production Manager	\$210
Senior Designer II	\$200
Senior Designer I	\$195
Designer	\$185
Assistant Designer	\$180
CADD Operator III	\$175
CADD Operator II	\$165
CADD Operator I	\$145
CADD Drafter	\$135
CADD Technician	\$120
Project Coordinator	\$155
Engineering Assistant	\$125

Environmental Services

Senior Project Director	\$330
Project Director	\$285
Senior Specialist V	\$260
Senior Specialist IV	\$245
Senior Specialist III	\$235
Senior Specialist II	\$225
Senior Specialist I	\$210
Specialist V	\$195
Specialist IV	\$185
Specialist III	\$175
Specialist II	\$165
Specialist I	\$155
Analyst V	\$145
Analyst IV	\$135
Analyst III	\$125
Analyst II	\$115
Analyst I	\$105
Technician III	\$90
Technician II	\$80
Technician I	\$70

Mapping and Surveying Services

Application Developer II	\$220
Application Developer I	\$155
GIS Analyst V	\$205
GIS Analyst IV	\$170
GIS Analyst III	\$150
GIS Analyst II	\$135
GIS Analyst I	\$125
UAS Pilot	\$145
Survey Lead	\$235
Survey Manager	\$210
Survey Crew Chief	\$165
Survey Rod Person	\$120
Survey Mapping Technician	\$95

Construction Management Services

Principal/Manager	\$195
Senior Construction Manager	\$185
Senior Project Manager	\$180
Construction Manager	\$175
Project Manager	\$170
Resident Engineer	\$175
Construction Engineer	\$170
On-site Owner's Representative	\$160
Prevailing Wage Inspector	\$155
Construction Inspector	\$145
Administrator/Labor Compliance	\$120

Hydrogeological Services

Project Director	\$335
Principal Hydrogeologist/Engineer III	\$310
Principal Hydrogeologist/Engineer II	\$300
Principal Hydrogeologist/Engineer I	\$290
Sr. Hydrogeologist IV/Engineer V	\$265
Sr. Hydrogeologist IV/Engineer IV	\$255
Sr. Hydrogeologist III/Engineer III	\$245
Sr. Hydrogeologist II/Engineer II	\$235
Sr. Hydrogeologist I/Engineer I	\$225
Project Hydrogeologist V/Engineer V	\$215
Project Hydrogeologist IV/Engineer IV	\$205
Project Hydrogeologist III/Engineer III	\$195
Project Hydrogeologist II/Engineer II	\$185
Project Hydrogeologist I/Engineer I	\$175
Hydrologist/Engineering Assistant	\$140
HazMat Field Technician	\$125

District Management & Operations

District General Manager	\$230
District Engineer	\$215
Operations Manager	\$165
District Secretary/Accountant	\$145
Collections System Manager	\$145
Grade V Operator	\$135
Grade IV Operator	\$115
Grade III Operator	\$110
Grade II Operator	\$90
Grade I Operator	\$80
Operator in Training	\$75
Collection Maintenance Worker	\$80

Creative Services

Creative Services IV	\$175
Creative Services III	\$150
Creative Services II	\$140
Creative Services I	\$125

Support Services

Technical Editor IV	\$175
Technical Editor III	\$150
Technical Editor II	\$140
Technical Editor I	\$125
Publications Specialist IV	\$130
Publications Specialist III	\$115
Publications Specialist II	\$110
Publications Specialist I	\$100
Clerical Administration	\$90

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two (2) hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, are charged at 1.15 times the direct cost.

Mileage Expenses – Mileage will be reimbursed in accordance with ARTICLE III, Compensation for Services.

Annual Increases – The rates listed above may be adjusted with thirty (30) days prior written notice from Consultant and prior written approval by County's Contract Administrator. The rate increase shall not exceed three percent (3%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

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Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

03/20/2024

Date

Dudek

Type or write name of company



Signature of authorized individual

Type or write name of authorized individual