

AGREEMENT FOR SERVICES #595-S1211

AMENDMENT III

This Amendment III to that Agreement for Services #595-S1211, 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 630 K Street, Suite 400, Sacramento, California 95814 and whose Agent for Services of Process is CSC Lawyers Incorporating Service located at 2730 Gateway Oaks Drive, Suite 100, Sacramento, California 95833; (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to prepare an Environmental Impact Report for the County's targeted general plan amendment and a comprehensive zoning code update, in accordance with Agreement for Services #595-S1211, dated June 4, 2012, and its Amendment I dated March 5, 2013, and its Amendment II dated March 3, 2014 incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to revise the scope of services to include additional services, hereby amending **ARTICLE I – Scope**; and

WHEREAS, the parties hereto have mutually agreed to revise **ARTICLE III – Compensation**, to include compensation for the additional scope of services and to revise the fee schedule and maximum compensation.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #595-S1211 shall be amended a third time as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish the personnel and equipment necessary to prepare an Environmental Impact Report for the County's targeted general plan amendment; comprehensive zoning code update; and a Mixed Use Development/Traditional Neighborhood Design Manual. Services shall include, but not be limited to those identified in Exhibit "A-1", marked "Targeted General Plan Amendment and Zoning Ordinance Update", and Exhibit "A-2" marked "Mixed Use Development/Traditional Neighborhood Design Manual", and Exhibit "A-3", marked "Recirculated Draft EIR Scope", all of which are incorporated herein and by reference made a part hereof.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in Exhibits “A-1”, “A-2”, and “A-3” County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices identifying the services rendered. Invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation. When invoicing for direct expenses or subconsultant services, Consultant shall provide documentation of Consultant’s actual costs for such expenses or services.

The cost estimate for each task and the billing rates shall be in accordance with Exhibit “B-2”, marked “Cost Estimate and Fee Schedule” incorporated herein and made by reference a part hereof.

Contract Administrator shall have authority to reallocate costs among the tasks listed in Exhibit “B-2” provided the total amount of the agreement as stated below is not exceeded. Such approval shall be in writing. The billing rates for each job classification shall be less than or equal to those listed in Exhibit “B-2”.

The total amount of this Agreement shall not exceed \$407,677.90, inclusive of all services, expenses and costs.

Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667
Attn.: Kim Kerr

Or to such other location as County directs.

Except as herein amended, all other parts and sections of that Agreement #595-S1211, and its Amendments I and II, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Kimberly Kerr
Assistant Chief Administrative Officer

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #595-S1211 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____
Terri Daly, Purchasing Agent
Chief Administrative Office
"County"

Dated: _____

-- CONSULTANT --

ICF Jones & Stokes, Inc.
A Delaware Corporation

By: _____
Maggie Townsley
Vice President
"Consultant"

Dated: _____

By: _____
Corporate Secretary

Dated: _____