

ICF Jones & Stokes, Inc.

THIRD AMENDMENT TO AGREEMENT FOR SERVICES 008D-A-12/13-BOS

COUNTY FILE NUMBER PA12-0004

THIS THIRD 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 630 K Street, Suite 400, 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 (hereinafter referred to as "EIR") for the Village of Marble Valley Specific Plan development project (hereinafter referred to as "Project"), located in the El Dorado Hills area of the County of El Dorado, California, in accordance with Agreement for Services 008D-A-12/13-BOS, dated November 13, 2012, First Amendment dated March 11, 2014, and Second Amendment, dated July 22, 2014, all 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-2, Additional Scope of Services;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date 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 \$111,321, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit C-1, Fee Schedule**, and **Amended Exhibit D, Cost Estimate**;

WHEREAS, the parties hereto desire to amend **ARTICLE XI, Notice to Parties**;

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, as follows:

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 Village of Marble Valley Specific Plan EIR Scope of Work;" Exhibit A-1, marked "Additional Scope of Services;" and Exhibit A-2, marked "Additional Scope of Services," all incorporated herein and made by reference a part hereof.

County's Contract Administrator will issue Consultant a single written Notice to Proceed for all of the Tasks listed in Exhibit A, Exhibit A-1, and Exhibit A-2, herein, not including Optional Tasks, and Consultant shall not commence any work until receiving the Notice to Proceed.

Exhibit A, Exhibit A-1, and Exhibit A-2, hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, and Exhibit A-2 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.

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

ARTICLE II

Term: This Agreement shall become effective on November 13, 2012, and shall expire on November 12, 2017.

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

ARTICLE III

Compensation for Services: Consultant agrees, understands, and acknowledges that the monies utilized by County to pay it, as set forth under this Agreement, are provided by the Applicant (Marble Valley, LLC) under a separate agreement between County and the Applicant. Consultant agrees that payment, or any portion thereof, to it under this Agreement shall be expressly conditioned on, and dependent upon the payment to County by the Applicant under the terms of said separate agreement, and that County has no obligation to pay Consultant for work performed hereunder until County receives the requisite monies from the Applicant.

For services provided herein, including all deliverables described in Exhibit A, Exhibit A-1, and Exhibit A-2 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 billing rate schedule:

The Village of 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
	TOTAL	\$301,387

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 the day before the effective date of this Third Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Third Amendment to the Agreement and continuing through the remaining term of the Agreement, unless a new Fee Schedule is approved by the Contract Administrator, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C-1, 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, and Exhibit A-2, herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D, marked "Amended Cost Estimate," incorporated herein and made by

reference a part hereof. The amounts indicated in Amended Exhibit D represent the composition of the total not-to-exceed budget for this Agreement. 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 among the various Tasks and Other Direct Costs (not including subconsultants) 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.

In no event shall the total amount of the Prime Costs (\$476,917) be exceeded, nor shall the subconsultant Cost (\$6,000) be exceeded.

The total amount of this Agreement as amended, including all of the services detailed in Exhibit A, Exhibit A-1, and Exhibit A-2, inclusive of all work of subconsultants, costs, and expenses, shall not exceed \$482,917.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with 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
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667
Attn.: David Defanti, Assistant Director

or to such other location as County directs.

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
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

Attn.: David Defanti
Assistant 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
CDA Contract & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

ICF Jones & Stokes, Inc.
630 K Street, Suite 400
Sacramento, California 95814

Attn.: Frank D. Freytag

ICF Jones & Stokes, Inc.
630 K Street, Suite 400
Sacramento, California 95814

Attn.: Maggie Townsley

or to such other location at Consultant directs.

Except as herein amended, all other parts and sections of Agreement for Services 008D-A-12/13-BOS, First Amendment dated March 22, 2014, and Second Amendment dated July 22, 2014, shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Division Concurrence:

By: _____
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____
Steven M. Pedretti, Director
Community Development Agency

Dated: _____

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

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____

Dated: _____

Deputy Clerk

-- ICF JONES & STOKES, INC. --

By: _____

Dated: _____

Chris Elliott
Vice President
"Consultant"

By: _____

Dated: _____

Steve Wirt
Assistant Secretary

ICF Jones & Stokes, Inc.

Exhibit A-2

Additional Scope of Services

Village of Marble Valley Specific Plan EIR

Consultant shall perform the additional work outlined in this augmentation to the Scope of Services for the preparation of the Village of Marble Valley Specific Plan Environmental Impact Report (EIR). The specific Scope and Tasks are described in detail below.

Task 2.0 Project Management and Meetings

Consultant shall provide additional Project management, including additional meetings, schedule tracking, and conference calls.

Under this Task:

- Consultant's Project manager and/or one (1) other staff person shall attend All-Hands Meetings monthly until Project is completed (January 2016).
- Consultant's Project manager and/or one (1) other staff person shall participate in weekly conference calls until Project is completed (January 2016).

This Task also includes:

- Schedule management
- Tracking documents
- Invoicing
- File management

Deliverables

- Schedules in MS Project
- Tracking tables in Excel
- Monthly invoice reports with progress summaries

Task 4.0 Administrative Draft EIR

Consultant shall perform additional work in the areas of public services and utilities, air quality, biological and cultural resources, and the Traffic Impact Study (TIS).

Public Services

Consultant shall revisit issues regarding public services and water transportation and rewrite portions of the Public Services and Utilities and the Parks and Recreation sections of the EIR as necessary. These sections shall include discussions of police/sheriff protection, water supply, and wastewater in the Public Services section and Project Setting sections and address Community Services Districts in the Parks and Recreation section.

Consultant shall also revise sections of the Environmental Impact Review to incorporate an additional technical study addressing water supply alternatives. Consultant shall revise the EIR, Project description, and all technical analysis to incorporate revised offsite improvements to address a new understanding of El Dorado Irrigation District's (EID) construction commitments for the water and wastewater system. Consultant shall also incorporate discussions of recent County Water Agency studies.

Air Quality Assumptions

Consultant shall perform additional work on air quality assumptions as described below.

NOx, Construction Assumptions and Thresholds

Consultant and air quality staff shall meet with County, Air Quality Management District (AQMD), the Applicant, and the Applicant's consultant to review this issue. Consultant shall provide construction assumptions to the Applicant for review, and revise the Air Quality discussion as necessary based on construction methods and thresholds. If necessary, Consultant shall recalculate impacts and revise the Air Quality section of the EIR.

Radon

Consultant shall work with County to determine an approach to radon analysis in EIRs for projects with residential development. Upon completion of this approach, Consultant shall revise the Air Quality section to reflect this approach as necessary.

Sierra Club v County of Fresno (Friant Ranch, LP)

Consultant shall revise the Air Quality section to include a discussion of health risks associated with air pollutants with the greatest risk to cause health-related issues.

California Clean Energy Committee v. City of Woodland

Consultant and air quality specialists shall conduct a quantitative analysis based on air quality data, and provide a discussion of the level of the impact in the EIR.

Biological and Cultural Resources

Consultant shall assess and quantify impacts based on their knowledge of the Project, the Project area, and the information presented in the technical studies prepared by the Project Applicant's consultant. Consultant shall attend additional meetings and calls with technical study authors as necessary to review and confirm impacts.

Traffic Impact Study (TIS)

Consultant shall revise the Traffic section of the Administrative Draft EIR and the analyses of the alternatives and cumulative impacts based on the County's new TIS Guidelines.

Under this Task:

- Consultant shall participate in meetings and phone conferences as necessary

Deliverables

- Electronic set of the entire Administrative Draft EIR (MS Word and pdf)

Task 6.0 Respond to Comments

Consultant shall manage and address up to 150 additional public and agency comments, in addition to the 150 specified in the original Scope of Work.

At the close of the public Draft EIR comment period, Consultant shall tally the total number of comments. If directed by the County, Consultant shall document and track the additional 150 comments in a comment matrix, ensure the comments are responded to, and indicate where clarification to the Draft EIR can be found as appropriate.

Deliverables

- Expanded comment matrix with responses
- Responses to up to 150 comments

Task 8.0 Attend Public Meeting

Based on the level of public interest in the Project, Consultant shall attend up to four (4) additional public meetings or hearings in total during preparation of the Draft and Final EIR. Consultant's Project management team and if necessary, select technical staff, shall attend two (2) planning commission meetings and two (2) Board hearings. Consultant shall man tables and be available to receive comments and answer

questions as appropriate. Consultant shall contribute to the development of boards or slides and materials. County will be responsible for production of materials and facilitate and document the meetings. Consultant shall be called upon to rent space for one (1) meeting.

Deliverables

- Draft materials for boards and/or slides

ICF Jones & Stokes, Inc.

Amended Exhibit C-1

Amended Fee Schedule

Project Role	Rate
Project Director	\$255.91
Project Manager	\$152.71
Project Coordinator	\$ 91.04
CEQA Advisor	\$186.03
CEQA Advisor-Senior	\$203.61
Land Use Planner	\$149.67
Public Outreach	\$166.30
Air Quality-Senior	\$183.59
Air Quality	\$101.62
Wildlife Biologist Senior	\$222.33
Wildlife Biologist	\$145.17
Botanist - Senior	\$142.13
Botanist	\$135.82
Archaeologist - Senior	\$131.39
Archaeologist	\$ 88.12
Historian	\$105.89
Paleontologist	\$146.12
Geologist	\$139.63
Geologist - Senior	\$174.82
CEQA-Generalist	\$ 82.23
Hazards / Haz Mat & Public Services	\$143.11
Hydrologist - Senior	\$139.63
Hydrologist	\$110.68
Water Resources Planner	\$198.23
Land Use Planning/ Agriculture	\$114.19
Noise Specialist - Senior	\$235.76
Noise Specialist	\$ 94.02
Visual Resources Specialist	\$130.03
Graphics	\$132.82
GIS	\$123.76
Editor	\$128.12
Support Editor	\$ 88.69
Publications Specialist	\$ 79.81
Admin Tech	\$ 64.21
Finance Project Administrator – Senior	\$ 91.16
Finance Project Administrator	\$ 71.33

Explanation of Rates

1. Hourly rates include direct labor, benefits, and general and administrative overhead costs.

2. Other Direct Costs:
 - Subconsultants 10% markup
 - Non-labor costs 10% markup
 - Travel, Auto In accordance with ARTICLE III,
Compensation for Services, of
this Agreement

ICF Jones & Stokes, Inc.

Amended Exhibit D

Cost Estimate*

Scope of Work

ICF Jones & Stokes, Inc.

Task 1.	Project Initiation	\$	2,331.00
Task 2.	Project Management and Meetings	\$	58,977.00
Task 3.	Prepare Project Description and NOP	\$	14,904.00
Task 4.	Administrative Draft EIR	\$	287,267.00
Task 5.	Public Draft EIR	\$	22,731.00
Task 6.	Respond to Comments	\$	41,847.00
Task 7.	Final EIR	\$	17,277.00
Task 8.	Attend Public Meetings	\$	20,971.00
Task 9.	Prepare Notice of Determination	\$	310.00
	Labor Total	\$	466,615.00
	Other Direct Costs	\$	<u>10,302.00</u>
	Total Prime Costs	\$	476,917.00

Subconsultants:

Tully & Young

Task 4		\$	6,000.00
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Total Proposed Budget Cost Estimate \$ 482,917.00

*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 services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Tasks and Other Direct Costs (not including subconsultants) identified herein, subject to the County's Contract Administrator's written approval. In no event shall the total amount of the Prime Costs (\$476,917) be exceeded, nor shall the total not-to-exceed amount of the Contract (\$482,917) be exceeded.