ICF Jones & Stokes, Inc.

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES 003D-A-12/13-BOS

COUNTY FILE NUMBER PA12-0003

THIS FOURTH AMENDMENT to that Agreement for Services 003D-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");

R E C I T A L S

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 Central El Dorado Hills 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 003D-A-12/13-BOS, dated November 13, 2012, First Amendment dated March 11, 2014, Second Amendment dated July 22, 2014, and Third Amendment dated April 14, 2015, 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-3, Additional Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date for three (3) 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 $130,198 and allow the reallocation of expenses listed for Tasks, Other Direct Costs, Project Contingency, and Subconsultant, amending **ARTICLE III, Compensation for Services,** and replacing **Exhibit D** and **Amended Exhibit D** with **Amended Exhibit D-1, Cost Estimate***;

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 Fourth Amendment to the Agreement, as follows:

Exhibit D and Amended Exhibit D are replaced in their entirety with Amended Exhibit D-1, attached hereto and incorporated herein by reference. All references to Exhibit D and Amended Exhibit D throughout the Agreement are substituted with Amended Exhibit D-1.

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 "Central El Dorado Hills Specific Plan EIR Scope of Work," Exhibit A-1, marked "Additional Scope of Services," Exhibit A-2, marked "Additional Scope of Services," and Exhibit A-3, marked "Additional Scope of Services," all incorporated herein and made by reference a part hereof.

County's Contract Administrator will issue Consultant written Notices to Proceed for all of the Tasks listed in Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3 herein, not including Optional Tasks, and Consultant shall not commence any work until receiving each Notice to Proceed.

In addition to the specific services identified in Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3, this Agreement may also include Project Contingency work. Such Project Contingency work may supplement, expand or otherwise modify the Scope of Services or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

Before proceeding with any work for Project Contingency, under this Agreement, the specific services for each assignment shall be determined at meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the applicable standards, required deliverables, specific Consultant staff or subconsultant to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, target completion date, and a not-to-exceed cost itemization to complete the work for the Project Contingency task, which shall require written authorization and notification to proceed (may consist of an email) from County's Contract Administrator, prior to the commencement of work. No payment will be made for any Project Contingency task performed prior to written authorization and notification to proceed, and no payment will be made for amounts in excess of the not-to-exceed amount of the authorization.

Exhibit A, Exhibit A-1, Exhibit A-2 and Exhibit A-3, hereto, outline the scope of Consultant's and subconsultant's responsibilities. All of the Tasks included in Exhibit A, Exhibit A-1, Exhibit A-2, and Exhibit A-3 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, 2020.

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 (Serrano Associates, 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, Exhibit A-2, and Exhibit A-3 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:

Central El Dorado Hills 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	$161,432
5.0	Public Draft EIR	$ 19,464
6.0	Respond to Comments	$ 17,973
7.0	Final EIR	$ 14,313
8.0	Attend Public Meetings	$ 4,766
9.0	Prepare Notice of Determination	$ 309
10.0	Direct Expenses	$ 2,139
	TOTAL	**$250,919**

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 April 13, 2015, the day before the effective date of the Third Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit C, marked “Fee Schedule,” incorporated herein and made by reference a part hereof.

For the period beginning April 14, 2015, the effective date of the 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 “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, Exhibit A-2, and Exhibit A-3 herein, the maximum allowable billing amounts for each item of work are described in Amended Exhibit D-1, marked “Cost Estimate*,” incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit D-1 represent the composition of the total not-to-exceed budget for this Agreement, as amended. 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-1 among the various Tasks, Other Direct Costs, Project Contingency, and subconsultant 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.

The total amount of this Agreement as amended, including all of the services detailed in Exhibit A , Exhibit A-1, Exhibit A-2, and Exhibit A-3, inclusive of all work of subconsultants, costs, and expenses, shall not exceed $623,021.

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.

Except as herein amended, all other parts and sections of Agreement for Services 003D-A-12/13-BOS, First Amendment dated March 11, 2014, Second Amendment dated July 22, 2014, and Third Amendment dated April 14, 2015, shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Division Concurrence:

By: _____ Dated: _____

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

Requesting Department Concurrence:

By: _____ Dated: _____

Steven M. Pedretti, Director
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services 003D-A-12/13-BOS on the dates indicated below.

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

By: _____ Dated: _____

Board of Supervisors
"County"

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

By: _____ Dated: _____

Deputy Clerk

- - I C F J O N E S & S T O K E S, I N C. - -

By: _____ Dated: _____

Chris Elliott
Vice President
"Consultant"

By: _____ Dated: _____

Steve Wirt
Assistant Secretary

ICF Jones & Stokes, Inc.

Exhibit A-3

Additional Scope of Services

Central El Dorado Hills Specific Plan EIR

After the Central El Dorado Hills Specific Plan (CEDHSP) Environmental Impact Report (EIR) had been released for public review, the California Supreme Court released a decision in *Center for Biodiversity et al. v. California Department of Fish and Wildlife* (S217763) (hereinafter referred to as Newhall Ranch). The Court invalidated the Newhall Ranch EIR's extensive greenhouse gas (GHG) analysis in part because the analysis incorrectly used "business as usual" (BAU) as the threshold for analysis.

Similar to the Newhall Ranch EIR, the CEDHSP EIR utilized a BAU threshold to evaluate the significance of project-level GHG emissions. The BAU threshold was based on the statewide AB 32 goals and was adopted by the Sacramento Air Quality Management District (SMAQMD) and recommended by the El Dorado County Air Quality Management District (EDCAQMD). Based on the holding in the Newhall Ranch decision, the GHG impact analysis for 2020 must be revised. Specifically, the analysis should utilize a combination of a bright-line threshold and efficiency threshold per service population to determine the significance of 2020 GHG impacts. The CEDHSP EIR must include a post-2020 analysis consistent with the mention in Newhall Ranch. Analyzing emissions beyond 2020 will ensure the EIR is consistent with the recent legislative attention (proposed SB 32), Governor Brown's Executive Order (EO) B-30-15, and ongoing Scoping Plan update regarding post-2020 goals, as well as scientific evidence that additional GHG reductions are needed through 2050 to stabilize carbon dioxide concentrations.

Consultant shall perform the additional work outlined in this augmentation to the Scope of Services for the preparation of the CEDHSP EIR. The specific Scope and Tasks are described in detail below.

Task 2.0 Project Management and Meetings

Consultant shall attend four (4) additional meetings and coordinate internal staff to address the revised analysis in preparation for preparing a focused recirculated EIR addressing only GHG.

Under this Task:

- Consultant shall participate in four (4) additional conference calls with County to address GHG approach, review, and comments.

Task 5.0 Public Draft EIR/Recirculated Focused EIR

Consultant shall prepare a Focused EIR for recirculation that addresses only GHG emissions. The document shall consist of a chapter that explains the reason for the recirculation and indicates that only comments on GHG will be accepted on this document. A summary of the Newhall decision shall be provided, as well as an explanation of the approach used in the GHG analysis.

Consultant shall prepare a threshold discussion to provide substantial evidence to justify analysis and conclusions for 2020 and 2035.

For 2020, Consultant shall evaluate mass emission relative to the 1,100 metric ton bright-line threshold adopted by SMAQMD and recommended by EDCAQMD. It is anticipated that the Project will exceed this threshold. Consultant shall quantify reductions from specific plan polices and compare emissions to a modified efficiency threshold (i.e., service population[1]) based on the revised and updated[2] state land use inventory for 1990 and the latest population and employment forecasts for 2020. The analysis shall also discuss consistency with applicable regulations (e.g., Title 24, MTP/SCS). If emissions are below the efficiency threshold and the Project is consistent with applicable regulations, the document will reach a less than significant finding for 2020. If emissions are not below the efficiency threshold, the impact will be significant and unavoidable.

For 2035, Consultant shall analyze consistency of the CEDHSP with post-2020 concepts from the 2014 AB 32 Scoping Plan Update, as well as with the continuation of other programs and policies designed to reduce GHG emissions. Emissions relative to the EO S-03-05[3] and EO B-30-15[4] goals may also be disclosed on an efficiency (i.e., service population) basis. The analysis shall note that while it is possible that Project emissions may not contribute considerably to a cumulatively significant impact once larger statewide strategies are identified in the next AB 32 Scoping Plan Update (expected in late 2016), it would be premature and speculative to make a definitive conclusion at this time and thus impacts will be considered significant and unavoidable.

Consultant shall submit an administrative draft document to County for review and incorporate the consolidated comments of all County reviewers. A screen check document shall be prepared for review prior to the preparation of a draft document for public review.

It is anticipated that public comments shall be received on the recirculated GHG section. Consultant shall review, catalog, and address comments received on the recirculated GHG section in concert with the comments on the November 2015 EIR.

Deliverables:

- Administrative Draft Focused Supplemental EIR for County review (electronic plus one [1] hard copy)
- Screen check document (electronic)
- Second Administrative Draft Focused Supplemental EIR for review (electronic)
- Draft Focused Supplemental EIR for public circulation (up to twenty-five (25) hard copies for County and public review; up to twenty-five (25) CDs; web ready and print ready electronic copies)

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[1] Service population is an efficiency-based measure to estimate the development potential of a general or area plan. Service population is determined by adding the number of residents to the number of jobs estimated for a given point in time.

[2] The emissions inventory would be updated to remove emission sources that do not occur within the plan area, which would help address the Court's concern that the threshold used by the Newhall Ranch EIR did not consider local geographic conditions.

[3] EO S-03-05 identifies two future goals for statewide GHG emissions reductions: 1990 emissions levels by 2020 and 80% of 1990 emissions by 2050. The first of these goals is reflected in AB 32, but the Legislature never codified the second goal.

[4] EO B-30-15 established a medium-term goal for 2030 of reducing GHG emissions by 40% below 1990 levels and requires the California Air Resource Board (ARB) to update its current AB 32 Scoping Plan to identify the measures to meet the 2030 target. The executive order supports EO S-03-05, described above, but is currently only binding on state agencies. However, there are current (2015) proposals (including Senate Bill [SB] 32) at the state legislature to adopt a legislative target for 2050 and to give ARB the authority to adopt interim and long-term binding GHG targets.

- Consultant shall prepare fifteen (15) CDs for the State Clearinghouse, three (3) hard copies for public review, and up to twenty (20) hard copies and twenty (20) CDs for County for distribution.

Project Contingency

Project Contingency provides for unanticipated services or costs necessary to successfully complete the Project. Consultant shall not undertake any services under Project Contingency without the express written authorization of County's Contract Administrator.

ICF Jones & Stokes, Inc.

Amended Exhibit D-1

Cost Estimate*

ICF Jones & Stokes, Inc.

Task 1.	Project Initiation	$	2,331.00
Task 2.	Project Management and Meetings	$	59,599.00
Task 3.	Prepare Project Description and NOP	$	14,904.00
Task 4.	Administrative Draft EIR/Recirculated Focused EIR	$	293,017.00
Task 5.	Public Draft EIR	$	44,717.00
Task 6.	Respond to Comments	$	46,469.00
Task 7.	Final EIR	$	21,736.00
Task 8.	Attend Public Meetings	$	20,971.00
Task 9.	Prepare Notice of Determination	$	310.00
	Labor Total	$	504,054.00
	Other Direct Costs	$	12,967.00
	Contingency	$	100,000.00
	Total Prime Costs	$	617,021.00

Subconsultants:

Tully & Young

Task 4		$	6,000.00
	Total Proposed Budget Cost Estimate	**$**	623,021.00

*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, Other Direct Costs, Project Contingency, and subconsultant identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement ($623,021) be exceeded.