

Dudek

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #425-S1411

THIS FOURTH AMENDMENT to that Agreement for Services #425-S1411 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 853 Lincoln Way, Suite 208, Auburn, California 95603 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to assist its Community Development Agency with updating the biological resource policies and implementation measures within County's General Plan and prepare an EIR, pursuant to Agreement for Services #425-S1411, dated March 19, 2014, the First Amendment, dated February 18, 2015, the Second Amendment, dated October 25, 2016, and the Third Amendment, dated March 7, 2017, all incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the compensation amount of the Agreement by \$34,800 for a total not-to-exceed compensation amount of \$546,500, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update one (1) of County's notice recipients, amending **ARTICLE XVIII, Notice to Parties**;

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

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 Agreement for Services #425-S1411 on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement shall read County.
- II. This Amendment shall cover the period of services beginning January 1, 2017 through expiration of the Agreement.

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

E. The total amount of this Agreement, including all of the services detailed in Exhibit A, Exhibit A-1, work of subconsultants, and including any Optional Task or Supplemental Tasks, if any, which may be assigned, and inclusive of all costs, expenses, and Task Orders shall not exceed \$546,500.

IV. **ARTICLE XVIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XVIII

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 Services
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Anne Novotny
Principal Planner

With a copy to:

County of El Dorado
Community Development Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dudek
605 Third Street
Encinitas, California 92024

Attn.: Frank Dudek, President

or to such other location as Consultant directs.

V. **ARTICLE XXIX, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Anne Novotny, Principal Planner, Community Development Services, Planning and Building Department, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #425-S1411, as amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____
Anne Novotny
Principal Planner
Community Development Services
Planning and Building Department

Dated: _____

Requesting Department Concurrence:

By: _____
Roger Trout
Interim Director
Community Development Services
Planning and Building Department

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #425-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____

Dated: _____

Deputy Clerk

-- DUDEK --

By: _____

Dated: _____

Frank Dudek
President
"Consultant"

By: _____

Dated: _____

Mark Forster
Corporate Secretary

- I. Exhibit A, Scope of Work, is amended as follows:
- A. Task C-5: Final EIR is amended to include a second Administrative Final EIR, response to additional comments, meetings and phone calls related to this second document. The Final EIR was submitted on March 8, 2017. Additional work to prepare the second Administrative Final EIR and Final EIR includes:
- Telephone conversations and email correspondence with County staff to coordinate edits to the Final EIR to prepare the second Administrative Final and Final EIR;
 - Final revisions, editorial review, and formatting of the second Administrative Final and Final EIR;
 - Revisions to the proposed policies, ORMP, and ordinance to be included in the Final EIR based on staff comments and direction;
 - Creating an errata sheet for each of these documents and formatting them for posting on the County's website; and
 - Reviewing press release and legal notices for release of the Final EIR.
- B. Task C-6: Planning Commission Hearing and Board Approval is amended to include a more active role in responding to inquiries and preparing for the hearings on the General Plan policy updates, ORMP, and EIR. Specific tasks include:
- Several rounds of review and edits to staff reports;
 - Assisting the County in preparing exhibits to the staff report, including "clean" and "tracked changes" versions of the proposed policies, ORMP, and ordinance;
 - Detailed review of and edits to the Statement of Overriding Considerations and CEQA findings, including review of three subsequent drafts and multiple follow up emails regarding particular text in the findings and statement of overriding considerations;
 - Drafting a table and a statement comparing and contrasting current and proposed policy 7.4.2.8, including demonstrating how the proposed policy incorporates the central concepts of the INRMP;
 - Detailed review of and edits to the presentation materials for the Planning Commission hearing held on April 27, 2017;
 - Participation in conference call to review hearing presentation;
 - Substantial amount of correspondence and telephone calls with County staff regarding key details of the Final EIR, ORMP, and proposed policies;
 - Attendance and presentation at the Agricultural Commission meeting on May 10, 2017 on the General Plan Biological Policy update, ORMP, and ordinance;
 - Review and input on substantive public comments received before and at the Planning Commission hearing;

- Providing responses to Planning Commission and Agricultural Commission comments and responding to staff edits and comments; and
 - Preparation of the second text errata for the ORMP, ordinance, and EIR for Board hearing and staff presentation.
- II. Exhibit C-1, Amended Cost Proposal, is replaced in its entirety with Amended Cost Proposal C-2, "Revised Amended Cost Proposal," attached hereto and incorporated herein by reference. All references to Exhibit C, Amended Exhibit C, and Amended Exhibit C-1 throughout the agreement are substituted with Exhibit C-2.

Dudek

Agreement for Services #425-S1411

Exhibit C - 2

Revised Amended Cost Proposal*

Base Scope of Work (Original Scope)

Task A - Project Management

Task A-1	General Project Management and Project Updates	\$	23,280.00
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Task B - General Plan Biological Resources Policies Update

Task B-1	Background	\$	15,760.00
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Task B-2	Preliminary Options Memo	\$	25,520.00
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Task B-3	Board Meetings No. 1 and No. 2	\$	28,360.00
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Task B-4	Public Outreach	\$	46,560.00
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Task B-5	Board Meetings No. 3 and No. 4	\$	16,800.00
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Task B-6	Draft Policy Language	\$	20,400.00
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Task B-7	Final Policy Language and Final Oak Woodland Management Plan	\$	10,840.00
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Task C - EIR

Task C-1	Initial Study and Scoping	\$	10,920.00
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Task C-2	Administrative Draft EIR	\$	123,200.00
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Task C-3	Screencheck Draft	\$	41,541.00
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Task C-4	Public Draft	\$	5,960.00
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Task C-5	Final EIR	\$	75,579.00
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Task C-6	Planning Commission Hearing and Board Approval	\$	32,760.00
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Consultant Subtotal	\$	477,480.00
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Other Direct Costs

\$	6,900.00
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\$	6,900.00
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Optional Task Estimate - Task B-6a Update Priority Conservation Areas

\$	19,520.00
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\$	19,520.00
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Supplemental Tasks

\$	18,000.00
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\$	18,000.00
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Total Proposed Agreement Budget Cost Estimate	\$	521,900.00
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Task D - Calculation of In-Lieu Fee for County's Oak Woodland Mitigation Plan

Subconsultant

New Economics & Advisory	\$	24,600.00
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Subconsultant Subtotal	\$	24,600.00
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Grand Total	\$	546,500.00
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*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 Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein, among the various Base Scope of Work tasks, Other Direct Costs, Optional Task Estimate, and Supplemental Tasks identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.