

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("Amendment"), dated as of March 1, 2021, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Rincon Consultants, Inc., hereinafter referred to as ("Consultant").

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated January 14, 2020, for an environmental impact report for rezoning sites for housing; and

WHEREAS, County and Consultant desire to amend the Agreement to provide additional services and to increase the amount not to exceed of the agreement by \$120,082 for additional tasks added to the scope of work including draft EIR revisions and public workshops; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Agreement Section 2. Payment, first paragraph is deleted and replaced with the following:
 2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$430,082, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.
2. Exhibit A: Scope of Work, is amended to include the tasks and timelines included in the attached supplemental Exhibit A Scope of Work.
3. Exhibit B is deleted in its entirety and replaced with the attached Exhibit B.
4. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
5. This Amendment shall be governed by and construed under the internal laws of the state

of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONSULTANT:

Rincon Consultants, Inc.

By: Matt Maddox
Digitally signed by Matt Maddox
DN: c=US, o=Rincon Consultants, Inc., CN=Matt
Maddox, E=mmaddox@rinconconsultants.com
Reason: I am the author of this document
Location:
Date: 2021.01.11 16:42:03
Email Protection: BDE, Version: 3.3.0

Name: Matt Maddox

Title: Principal

Date: 1/11/2021

Digitally signed by Stephen Svete
By: Date: 2021.01.12 09:43:59 -08'00'

Name: Stephen Svete, AICP, LEED AP ND

Title: Executive Vice President

Date: 1/12/2021

COUNTY OF SONOMA:

**CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS TO
SUBSTANCE FOR COUNTY:**

By: Tennis Wick
Digitally signed by Tennis Wick
Date: 2021.03.03 14:15:09 -08'00'
Department Head

Date: 03 MAR 21

**APPROVED AS TO FORM FOR
COUNTY:**

By: Linda Schiltgen
Digitally signed by Linda
Schiltgen
Date: 2021.03.08 09:21:59
-08'00'
County Counsel

Date: _____

By: Tennis Wick
Digitally signed by Tennis Wick
Date: 2021.03.05 08:40:41
-08'00'
Director, Permit Sonoma

Date: 03 MAR 21

Supplemental Exhibit A to First Amendment—Supplemental Scope of Work and Schedule

Task 10 Additional Tasks

Task 10a Public Workshops

Attendance at five virtual public meetings and participation in question and answer period of meeting.

Task 10b Administrative Draft EIR—Revisions and Additional Analysis

Alternatives Analysis

Rincon will produce additional analysis and facilitate additional rounds of discussion with County staff to finalize alternatives.

Biological Resources

Rincon will review and respond to the County’s comments to the First Administrative Biological Resources Assessment (BRA) and produce a Second Administrative Biological Resources Assessment (BRA).

Greenhouse Gas Emissions

Rincon will produce additional analysis and facilitate discussion with County staff to ensure consistency with other County CEQA documents in development that were not available when the Agreement was executed.

Transportation and Circulation

Rincon will respond to a second round of County comments to the Transportation and Circulation section and Transportation Assessment.

Utilities and Service Systems

Rincon will conduct additional analysis on water and wastewater demand for sites that were screened out by the “First-Level” analysis.

Wood-Rodgers will complete “Second-Level” analysis on sites that First-Level analysis showed did not have adequate water and/or sewer capacity. The “Second-Level” analysis will include a more detailed investigation into system capacity, as described in Task 4.18 of the Exhibit A, Scope of Work, to the Agreement for Professional Services.

Task 10c Public Draft EIR

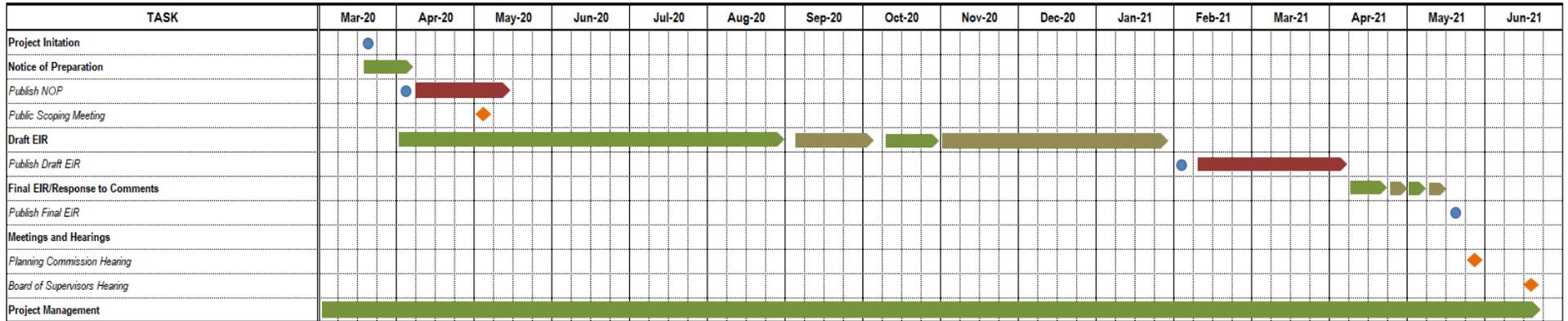
Rincon will attend and present the Draft EIR at a virtual public hearing before the Planning Commission during the public review period.

Task 10d Project Management

Rincon will participate in regular project management conference calls weekly with the project tea

**Sonoma County
Rezoning Housing Sites EIR**

EIR Timeline



- Work in Progress
- County Review
- Public Review
- Meeting (estimated)
- ◆ Public Meeting/Hearing

Exhibit B to First Amendment—Budget



RINCON CONSULTANTS, INC.

Sonoma County Rezoning Housing Sites EIR

Cost Estimate

Tasks	Rincon Labor Classification →		Principal I	Director I	Supervisor I	Senior Professional II	Professional IV	Professional III	GIS/CADD Specialist II	Production Specialist	Clerical
	Labor Cost	Hours									
			\$220	\$220	\$195	\$175	\$145	\$130	\$125	\$88	\$75
Task 1. Project Kick Off											
Start Up Meeting	\$1,030	6	2	2							2
Memorandum of Data	\$2,320	16		2			4	10			
Preliminary Agency List	\$1,040	8						8			
<i>Task Subtotal</i>	<i>\$4,390</i>	<i>30</i>	<i>2</i>	<i>4</i>			<i>4</i>	<i>18</i>			<i>2</i>
Task 2. Scoping											
Preliminary Project Description	\$2,480	18		2				8	8		
NOP	\$2,280	15	1	2			4	8			
Public Scoping Meeting	\$4,260	24	4	8			4	8			
Summary of Comments	\$1,040	8						8			
Annotated Outline	\$2,500	16	2	2			4	8			
<i>Task Subtotal</i>	<i>\$12,560</i>	<i>81</i>	<i>7</i>	<i>14</i>			<i>12</i>	<i>40</i>	<i>8</i>		
Task 3. Administrative Draft EIR											
Executive Summary and Alternatives	\$1,336	9	1	2					4	2	
Aesthetics	\$3,166	23	1	2				16	2	2	
Agriculture	\$2,136	15	1	2				10		2	
Air Quality	\$7,196	49	1	2	2	8	10	24		2	
Biological Resources	\$21,406	140	4	4	6	24	80		20	2	
Cultural Resources and Tribal Cultural Resources	\$5,461	39	2	2			16	12	3	2	2
Energy	\$3,386	23	1	2		2	8	8		2	
Geology and Soils	\$1,876	13	1	2				8		2	
Greenhouse Gas Emissions	\$4,516	29	1	2	4	4	8	8		2	
Hazards and Hazardous Materials	\$1,876	13	1	2				8		2	
Hydrology and Water Quality	\$3,846	27	1	2		2	4	16		2	
Land Use and Planning	\$2,646	19	1	2				12	2	2	
Mineral Resources	\$1,356	9	1	2				4		2	
Noise	\$7,126	47	1	2	4	10	8	20		2	
Population and Housing	\$2,316	21	1	2				16		2	
Public Services and Recreation	\$2,316	21	1	2				16		2	
Transportation and Circulation (Rincon labor only)	\$2,126	15	1	2				8	2	2	
Utilities and Service Systems (Rincon labor only)	\$2,126	15	1	2				8	2	2	
Wildfire	\$3,436	25	1	2				20		2	
Other CEQA Required Sections	\$4,096	28	4	2				20		2	
Mitigation Monitoring and Reporting Program	\$2,396	17	1	2				12		2	
Revisions to Admin Draft EIR	\$45,756	304	12	28	12	40	68	120	4	12	8
<i>Task Subtotal</i>	<i>\$133,097</i>	<i>901</i>	<i>40</i>	<i>72</i>	<i>26</i>	<i>62</i>	<i>192</i>	<i>366</i>	<i>35</i>	<i>54</i>	<i>10</i>
Task 4. Screencheck Draft EIR											
Screencheck Draft EIR	\$4,242	27	1	4		10		8		4	
<i>Task Subtotal</i>	<i>\$4,242</i>	<i>27</i>	<i>1</i>	<i>4</i>		<i>10</i>		<i>8</i>		<i>4</i>	

Task 5. Public Draft EIR											
List of Comment Letters and Commenting Entities	\$520	4						4			
Compilation of Comment Letters Received	\$520	4						4			
Draft EIR	\$1,532	11	1	2				4		4	
<i>Task Subtotal</i>	<i>\$2,572</i>	<i>19</i>	<i>1</i>	<i>2</i>				<i>12</i>		<i>4</i>	
Task 6. Final EIR											
ADFEIR	\$10,622	72	6	10				50	2	4	
FEIR and MMRP	\$2,532	1	2	3				6		4	4
<i>Task Subtotal</i>	<i>\$13,154</i>	<i>73</i>	<i>8</i>	<i>13</i>				<i>56</i>	<i>2</i>	<i>8</i>	<i>4</i>
Task 7. Final EIR Presentation											
Meeting Materials, Hearing Copies, and Certified EIR	\$4,120	28		4			8	16			
<i>Task Subtotal</i>	<i>\$4,120</i>	<i>28</i>		<i>4</i>			<i>8</i>	<i>16</i>			
Task 8. Project Management											
General Project Management	\$2,940	16	4	8							4
Additional Project Management	\$6,140	32	8	12			12				
<i>Task Subtotal</i>	<i>\$9,080</i>	<i>48</i>	<i>12</i>	<i>20</i>			<i>12</i>				<i>4</i>
Task 9: Public Meeting Attendance											
Preparation for community meetings	\$730	4		2			2				
Attendance at five community meetings	\$3,650	20		10			10				
<i>Task Subtotal</i>	<i>\$4,380</i>	<i>24</i>		<i>12</i>			<i>12</i>				
SUBTOTAL COST	\$ 187,595	785	65	131	26	82	240	446	43	54	20

Direct Cost Detail

Vehicle Costs	\$ 595
Photocopies Double-Sided BW	\$ 3,600
NVIC	\$ 1,000
Wood Rogers	\$ 51,150
Wood-Rogers: Additional Scope	\$ 25,438
Fehr & Peers	\$ 63,157
Subtotal Additional Costs:	\$ 144,940

Summary

Professional Fees Subtotal	\$187,595
Original Contingency	\$59,179
New Contingency	\$39,171
Direct Costs Subtotal	\$144,940
TOTAL PROJECT BUDGET	\$ 430,885