



COUNTY OF PLACER
Community Development Resource Agency

John Marin, Agency Director

PLANNING

Michael J. Johnson
Planning Director

MEMORANDUM

TO: Honorable Board of Supervisors
FROM: Michael J. Johnson, Director
Planning Department, Community Development Resource Agency
DATE: November 7, 2006
SUBJECT: Quad Knopf Contract Amendment
Planning Services

ACTION REQUESTED:

The Planning Department recommends that the Board of Supervisors authorize the Purchasing Manager to execute this third contract amendment with Quad Knopf Inc. to assist the Planning Department with the expedited review for the Home Depot Project based upon the attached scope of work for \$20,000.

BACKGROUND:

Quad Knopf has been assisting Placer County review the proposed Home Depot project since September 11, 2002. The firm has been review and preparing comments on the draft Environmental Impact Statement, will review and prepare comments on the Final EIR, has been attending meetings with applicants and County staff and will be coordinating and preparing reports to the Planning Commission and Board of Supervisors including recommended conditions for approval, where appropriate.

The scope of work has expanded further than the moneys that were previously allocated; specifically, the comments filed on the Final EIR by Friends of Placer County requiring extensive research and response by staff. Quad Knopf also continues to provide some limited assistance in processing and tracking the URS, Inc. invoices.

Quad Knopf's original contract in the amount of \$24,999 has been amended two times previously: Once in August 2003 for \$20,000 and a second time in August 2004 for \$25,000. This third contract amendment would provide \$7,500 in additional funding for continued planning services. Due to the firm's planning ability and experience with similar, large projects, Quad Knopf was selected to provide these services to the Department.

FISCAL IMPACT:

The fiscal impact is none since the expenditures will be reimbursed by the project applicant.

The cost for these additional services is \$7,500 for a total contract cost of \$77,499.00. The Planning Department has \$3,110,595 in Professional Services funding budgeted of which \$1,739,547 is unencumbered to cover the costs of this amendment. Expenditures will be reimbursed by the project applicant.

Attachments: Exhibit A: Quad Knopf Original Contract Dated September 11, 2002
Exhibit B: Amended Quad Knopf Contract Dated August 11, 2003
Exhibit C: Second Amended Quad Knopf Contract Dated August 5, 2004
Exhibit D: Proposed Third Amendment

DESCRIPTION: **CONTRACT FOR PLANNING/ENVIRONMENTAL CONSULTANT SERVICES**

THIS AGREEMENT, entered into this 11 day of September 2002, by and between the COUNTY OF PLACER (hereinafter called the "COUNTY"), and QUAD-KNOPF, (hereinafter called the "CONSULTANT").

In consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

1. Consulting Services

- a. CONSULTANT agrees, during the term of this Agreement, to perform the consulting services set forth below and in Exhibit A - Scope of Services.
- b. CONSULTANT shall adhere to accepted professional standards as set forth by the American Planning Association and other professional associations and shall perform all services required under this Agreement in a manner consistent with generally accepted professional procedures. CONSULTANT shall strive for maximum accuracy in the results obtained for its services, and the data provided shall be as accurate and up-to-date as is reasonably possible.
- c. In addition to the services described in Sub-paragraph (a) above, the parties may from time to time agree in writing during the term of this Agreement that CONSULTANT shall perform additional services in connection with the Scope of Services. Such additional services may include, but are not limited to:
 - (1) Attendance by CONSULTANT at meetings or public hearings beyond those addressed in the Scope of Work and for which charges for time and materials exceed the budgeted amount;
 - (2) Any additional consulting services related to the project.
- d. CONSULTANT, shall be obligated to devote as much of its attention, skill, and effort as may be reasonably required to perform the services described herein in a professional and timely manner.

2. Duties of County

To permit CONSULTANT to render the services required hereunder, COUNTY shall, at its expense and in a timely manner:

- a. Appoint a staff member to act as coordinator between the COUNTY and the CONSULTANT;
- b. Provide the CONSULTANT with all existing relevant information for the subject project;
- c. Promptly review any and all documents and materials submitted to COUNTY by CONSULTANT;
- d. Promptly notify CONSULTANT of any fault or defect in the PROJECT in any way relating to the performance of CONSULTANT'S services hereunder; and
- e. Promptly inform CONSULTANT of any pending or confirmed changes in the proposed project being reviewed.

3. Personnel

All services required hereunder shall be performed by the CONSULTANT.

4. Payment

The COUNTY agrees to pay to CONSULTANT compensation based on hours worked at the rate described and as agreed to under this contract for the scope of services in Exhibit A. Payment shall be made monthly based on time and materials charges.

- a. The cost of additional services as may be requested by the parties hereto per Section 1(c) shall be mutually agreed upon in writing prior to commencement of such additional work.
- b. COUNTY retains the right to require proof of services performed or costs incurred prior to any payment under this Agreement.
- c. The COUNTY retains the right to require the submittal by the CONSULTANT of all background research materials generated by the CONSULTANT in the preparation of any report prepared pursuant to this contract.

- d. The term "costs" as used in this section includes, but is not limited to, the following items and is the sole responsibility of the CONSULTANT: printing, clerical, mailing, etc.
- e. Payment shall only be made for work or attendance at meetings specifically authorized by the COUNTY.
- f. CONSULTANT shall have the right to stop work at any time during the project should COUNTY fail to pay CONSULTANT within thirty (30) days of receipt of an invoice.

5. Abandonment of Services

If the COUNTY finds it necessary to abandon or suspend the Scope of Services, the CONSULTANT shall be compensated for all work completed under Article 2 according to the schedule for payments designated under Article 4. Work items not completed, but upon which work has been performed, shall be paid for on the basis of time and expenses incurred in accordance with the attached consultant fee schedule (Attachment A).

6. Uncontrollable Delay

All agreements on CONSULTANT'S part are contingent upon and subject to the provision that CONSULTANT shall not be responsible for damages or be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God, and any other delays unavoidable or beyond CONSULTANT'S reasonable control. In the event of any such cause of delay, the time of completion shall be extended accordingly.

7. Ownership of Documents

CONSULTANT agrees to return to the COUNTY, upon termination of this Agreement, all documents, drawings, photographs, and other written or graphic material, however produced, received from COUNTY and used by CONSULTANT in the performance of its services hereunder. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by CONSULTANT in connection with its performance of services hereunder shall be, and shall remain after termination of this Agreement, the property of the COUNTY and may be used by the COUNTY for any purpose whatsoever. COUNTY agrees to absolve CONSULTANT of any liability resulting from such future use.

8. Representations

CONSULTANT represents that services will be performed with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered.

9. Notices

- a. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, sent certified or registered, and addressed to the parties as follows:

COUNTY OF PLACER
Planning Department
Attn: Fred Yeager
11414 "B" Avenue
Auburn, CA 95603

CONSULTANT
QUAD-KNOFF
Attn: Tom Buford
One Sierragate Plaza, 270C
Roseville, CA 95678

Any notice so delivered personally shall be deemed to be received on the date of delivery and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

- b. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties.

10. Assignment

No party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm or corporation without the prior written consent of each of the other parties. Subject to the provisions of the preceding sentence, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.

11. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of Placer, California.

12. Entire Agreement

This Agreement sets forth the entire understanding between the parties as to the subject matter of the Agreement and merges all prior discussions,

negotiations, letters of understanding, or other promises, whether oral or in writing.

13. Hold Harmless and Indemnification Agreement

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly out of, the contract or agreement to the extent that any of the above are caused by the negligent acts, errors or omissions of CONSULTANT. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT to the extent that they are covered by this agreement to indemnify. Consultant's obligation shall include the duty to defend, including reasonable attorney fees, for matters covered by this provision, as provided by California Civil Code, Section 2778. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S negligent performance pursuant to this contract or agreement.

14. Insurance

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII as required in Paragraph 15 below.

15. Automobile Liability Insurance

Automobile Liability insurance covering bodily injury and property damage in an amount no less than \$100,000/\$300,000 for each occurrence. Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

In witness, whereof, the parties have executed this Agreement the day and year first written above.

PLACER COUNTY:

David Lewis
~~Bill Davis~~, Purchasing Manager
DAVE SEWARD

9/9/02
Date

Roberta D. MacKaska
Consultant: QUAD-KNOFF

6/24/02
Date

Approved as to Content:

Fred Yeager
Fred Yeager, Planning Director

6-24-02
Date

Approved as to Form:

Gerald Carden
Gerald Carden, Chief Deputy County Counsel

6-26-02
Date

D:\CONTRACTS\COUNTY CONTRACTS\QUADKNOFFCONTRACT

SCOPE OF SERVICES –

PLANNING SERVICES

QUAD-KNOPF will provide the following planning/environmental consulting services for the Placer County Planning Department. Services shall commence upon issuance by the Placer County Planning Department of a written Authorization to Proceed.

SCOPE OF SERVICES – Project Planning and Environmental Review

Anticipated Projects:

1. Home Depot- Auburn
2. Other projects as assigned by the Placer County Planning Director, Fred Yeager.

Tasks: Under supervision of the County, the consultant will be expected to perform any or all of the following tasks related to the above-mentioned projects.

1. COORDINATION OF ENVIRONMENTAL REVIEW

- a. Review and preparation of Initial Study
- b. Preparation of Notice of Preparation.
- c. Review and preparation of comments on Administrative Draft EIR.
- d. Review and preparation of comments on Final EIR.

2. PROJECT REVIEW

- a. Review of proposed projects from planning and design standpoint.
- b. Preparation of comments and critical analysis of project design, compliance with Placer County General Plan, Auburn-Bowman Community Plan and applicable zoning ordinance and design guidelines.
- c. Attend meetings with applicants and County Staff.
- d. Coordinate and prepare reports to Planning Commission and Board of Supervisors including recommended conditions for approval where appropriate.
- e. Meet with and coordinate review with outside agencies and neighboring jurisdictions.

Services associated with Tasks 1 and 2 above shall be completed by July 31, 2004.

COST OF SERVICES

Total Costs for these services are not to exceed \$24,999. QUAD-KNOPF will invoice for services on a time and expense basis at \$90.00 per hour, \$.365 per mile for mileage reimbursement, and actual cost for meals and lodging for approved projects assigned by Placer County.

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES

KN020302

THIS FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this 11th day of August, 2003, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and QUAD-KNOPF hereinafter referred to as CONSULTANT.

WHEREAS, on September 11, 2002, COUNTY, and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to continued services to be provided by Consultant under said contract and the compensation for those continued services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1(c) of the original Contract shall be amended to provide for the continued services and compensation as follows:

The CONSULTANT agrees to perform the professional services as set forth in Attachment "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these services shall not exceed \$20,000.00, as set out in the cost proposal attached hereto.

2. The COUNTY agrees to pay to CONSULTANT \$44,999.00 as the sole compensation under the Contract and as amended by this First Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

CONSULTANT:

By: [Signature]
QUAD-KNOPF

Date: 7/18/03

COUNTY OF PLACER:

By: Dave Seward
Dave Seward, Purchasing Manager

Date: 8/11/03

APPROVED AS TO FORM:

By: [Signature]
Gerald Carden, Chief Deputy County Counsel

Date: 8-6-03

APPROVED AS TO CONTENT:

By: [Signature]
Fred Yeager, Planning Director

Date: 7-22-03

**SCOPE OF SERVICES –
PLANNING SERVICES**

QUAD KNOFF will provide the following planning/environmental consulting services for the Placer County Planning Department. Services shall commence upon issuance by the Placer County Planning Department of a written Authorization to Proceed.

SCOPE OF SERVICES – Project Planning and Environmental Review

1. Home Depot- Auburn (ongoing)
2. Projects as assigned by the Placer County Planning Director, Fred Yeager.

Tasks: Under supervision of the County, the consultant will be expected to perform any or all of the following tasks related to the assigned projects.

1. **COORDINATION OF ENVIRONMENTAL REVIEW**
 - a. Review and preparation of Initial Study
 - b. Preparation of Notice of Preparation.
 - c. Review and preparation of comments on Administrative Draft EIR.
 - d. Review and preparation of comments on Final EIR.

2. **PROJECT REVIEW**
 - a. Review of proposed projects from planning and design standpoint.
 - b. Preparation of comments and critical analysis of project design, compliance with Placer County General Plan, Community Plan(s) and applicable zoning ordinance and design guidelines.
 - c. Attend meetings with applicants and County Staff.
 - d. Coordinate and prepare reports to Planning Commission and Board of Supervisors including recommended conditions for approval where appropriate.
 - e. Meet with and coordinate review with outside agencies and neighboring jurisdictions.

Services associated with Tasks 1 and 2 above shall be completed by July 31, 2004.

COST OF SERVICES

Total Costs for these additional services are not to exceed \$20,000. QUAD-KNOFF will invoice for services on a time and expense basis at \$90.00 per hour, \$.365 per mile for mileage reimbursement, and actual cost for meals and lodging for approved projects assigned by Placer County.

**SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES**

THIS SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this 5th day of August, 2004, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and QUAD-KNOPF hereinafter referred to as CONSULTANT.

WHEREAS, on September 11, 2002, COUNTY, and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to continued services to be provided by Consultant under said contract and the compensation for those continued services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:


1. That section 1(c) of the original Contract shall be amended to provide for the continued services and compensation as follows:

The CONSULTANT agrees to perform the professional services as set forth in Attachment "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these services shall not exceed \$25,000.00, as set out in the cost proposal attached hereto.

2. The COUNTY agrees to pay to CONSULTANT \$69,999.00 as the sole compensation under the Contract and as amended by the First and this Second Amendment.

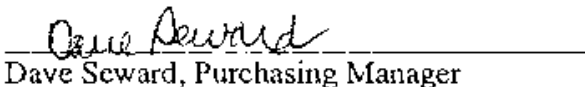
EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

CONSULTANT:

By: 
QUAD-KNOPF

Date: 7-2-04

COUNTY OF PLACER:

By: 
Dave Seward, Purchasing Manager

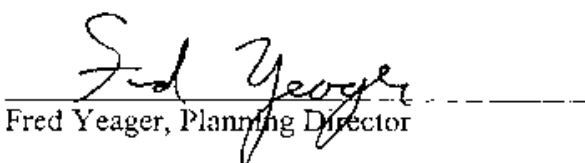
Date: 01/19/04

APPROVED AS TO FORM:

By: 
Gerald Carden, Chief Deputy County Counsel

Date: 8-12-04

APPROVED AS TO CONTENT:

By: 
Fred Yeager, Planning Director

Date: 7-16-04

**SCOPE OF SERVICES –
PLANNING SERVICES**

QUAD KNOPF will provide the following planning/environmental consulting services for the Placer County Planning Department. Services shall commence upon issuance by the Placer County Planning Department of a written Authorization to Proceed.

SCOPE OF SERVICES – Project Planning and Environmental Review

1. Home Depot- Auburn (ongoing)
2. Projects as assigned by the Placer County Planning Director, Fred Yeager.

Tasks: Under supervision of the County, the consultant will be expected to perform any or all of the following tasks related to the assigned projects.

1. COORDINATION OF ENVIRONMENTAL REVIEW

- a. Review and preparation of Initial Study
- b. Preparation of Notice of Preparation.
- c. Review and preparation of comments on Administrative Draft EIR.
- d. Review and preparation of comments on Final EIR.

2. PROJECT REVIEW

- a. Review of proposed projects from planning and design standpoint.
- b. Preparation of comments and critical analysis of project design, compliance with Placer County General Plan, Community Plan(s) and applicable zoning ordinance and design guidelines.
- c. Attend meetings with applicants and County Staff.
- d. Coordinate and prepare reports to Planning Commission and Board of Supervisors including recommended conditions for approval where appropriate.
- e. Meet with and coordinate review with outside agencies and neighboring jurisdictions.

Services associated with Tasks 1 and 2 above shall be completed by July 31, 2005.

COST OF SERVICES

Total Costs for these additional services are not to exceed \$25,000. QUAD-KNOPF will invoice for services on a time and expense basis at \$105.00 per hour, \$.365 per mile for mileage reimbursement, and actual cost for meals and lodging for approved projects assigned by Placer County.

THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT
FOR PLANNING CONSULTANT SERVICES

THIS THIRD AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2006, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and QUAD-KNOPF hereinafter referred to as CONSULTANT.

WHEREAS, on September 11, 2002, COUNTY, and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

WHEREAS, the parties have agreed to continued services to be provided by Consultant under said contract and the compensation for those continued services.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and among the parties as follows:

1. That section 1(c) of the original Contract shall be amended to provide for the continued services and compensation as follows:

The CONSULTANT agrees to perform the professional services as set forth in Attachment "A" attached hereto and incorporated herein by reference, and the total compensation to be paid CONSULTANT for these services shall not exceed \$7,500.00, as set out in the cost proposal attached hereto.

2. The COUNTY agrees to pay to CONSULTANT \$77,499.00 as the sole compensation under the Contract and as amended by the First, Second and this Third Amendment.

EXCEPT as specifically modified above, all of the remaining terms and conditions of the said Contract shall remain and continue in full force and effect.

CONSULTANT:

By: *Kim Hudson* Date: 9-27-06
QUAD-KNOPF

COUNTY OF PLACER:

By: _____ Date: _____
Purchasing Manager

APPROVED AS TO FORM:

By: _____ Date: _____
County Counsel

APPROVED AS TO CONTENT:

By: *[Signature]* Date: 10-03-06
Planning Director

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ATTACHMENT "A"
Scope of Work/Cost Proposal



Quad Knopf

September 13, 2006

RECEIVED
SEP 14 2006
PLANNING DEPT.

Michael Johnson
Planning Director
Placer County
11414 B Avenue
Auburn, CA 95603

Re: Home Depot Project: Contract for Services

Dear Mr. Johnson:

We previously transmitted a request for a contract amendment for the Home Depot project staff services in the amount of \$15,000. Although the work was authorized, the contract was not executed. Quad Knopf prepared the staff report and other documents for the Home Depot project as well as attended meetings and provided other assistance as needed. Quad Knopf continues to provide some limited assistance in processing and tracking the URS, Inc. invoices. At this time, we suggest that a contract amendment in the amount of \$7,500 would be appropriate given the amount of work completed and the limited amount of work remaining on this project. Quad Knopf has previously billed \$4,942.78 for the work completed. It should be noted that the work on this project is billed on a time and materials basis.

Please let me know how you wish to proceed.

Sincerely,

Kim Hudson
Project Manager

cc Christopher Schmidt
Stephen L. Peck, AICP, Quad Knopf, Inc.
Eugene E. Smith, AICP, Quad Knopf, Inc.

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