



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: October 7, 2008

SUBJECT: Quad Knopf Contract Amendment/Foresthill Divide Community Plan

ACTION REQUESTED:

The Planning Department is requesting that the Board of Supervisors authorize the Purchasing Manager to sign the seventh contract amendment with Quad Knopf in the amount of \$16,480 for addition work related to the preparation of the Foresthill Divide Community Plan.

BACKGROUND:

The seventh amended contract request is for \$16,480 to complete the project. Specifically, the request is for the preparation of Statement of Findings of Fact and a Statement of Overriding Considerations for adoption of the Community Plan and Environmental Impact Report, and for the modification of existing text and figures in the Community Plan and Environmental Impact Report as necessary and as directed by the Planning Commission and/or Board of Supervisors.

FISCAL IMPACT:

The Funds for this amendment are included in the Planning Department's current budget allocation, although not specifically earmarked for this project. The approval of this request would bring the total contract amount to \$469,467.99.

Respectfully Submitted,

MICHAEL J. JOHNSON, AICP
Planning Director

Attachments: Exhibit A: Original Contract for \$139,931.00
Exhibit B: First Amended Contract for \$14,248.50
Exhibit C: Second Amended Contract for \$83,939.00
Exhibit D: Third Amended Contract for \$121,563.00
Exhibit E: Fourth Amended Contract for \$36,390.00
Exhibit F: Fifth Amended Contract for \$22,615.00
Exhibit G: Sixth Amended Contract for \$30,913.00

**SEVENTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT
FOR THE FORESTHILL DIVIDE COMMUNITY PLAN**

THIS SEVENTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT is made and entered on this _____ day of _____, 2008, by and between the COUNTY OF PLACER, hereinafter referred to as COUNTY, and QUAD KNOFF, Inc., hereinafter referred to as CONSULTANT.

WHEREAS, on March 31, 2000, COUNTY and CONSULTANT entered into a Contract whereby consulting services would be provided to the COUNTY; and

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

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

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

The CONSULTANT agrees to perform the additional 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 additional services shall not exceed \$16,480.00 as set out in Attachment "A".

2. The COUNTY agrees to pay to CONSULTANT \$469,467.99 as the sole compensation under the Contract and as amended by the First, Second, Third, Forth, Fifth, Sixth and this Seventh 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: _____
Hossein Khatami, QUAD KNOFF, Inc.

Date: _____

COUNTY OF PLACER:

By: _____
Jim Boggan, Purchasing Manager

Date: _____

APPROVED AS TO FORM:

By: Scott Fung
County Counsel

Date: 9-26-08

APPROVED AS TO CONTENT:

By: _____
Michael Johnson, Planning Director

Date: _____

**SEVENTH AMENDMENT TO CONSULTANT SERVICES AGREEMENT
FOR THE FORESTHILL DIVIDE COMMUNITY PLAN**

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

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

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

The CONSULTANT agrees to perform the additional 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 additional services shall not exceed \$16,480.00 as set out in Attachment "A".

2. The COUNTY agrees to pay to CONSULTANT \$469,467.99 as the sole compensation under the Contract and as amended by the First, Second, Third, Forth, Fifth, Sixth and this Seventh 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:  Date: 9/29/08
Hossein Khatami, QUAD KNOFF, Inc.
Janet Freeman, CFD

COUNTY OF PLACER:

By: _____ Date: _____
Jim Boggan, Purchasing Manager

APPROVED AS TO FORM:

By: _____ Date: _____
County Counsel

APPROVED AS TO CONTENT:

By:  Date: 10.1.08
Michael Johnson, Planning Director



Quad Knopf

August 29, 2008

Mr. Loren Clark
Placer County Planning Department
3091 County Center Drive
Auburn, CA 95603

Subject: Scope of Work Modification and Cost Estimate – Foresthill Divide Community Plan and Foresthill Divide Community Plan EIR

Dear Loren,

In consideration of your request for additional assistance as the FDCP and EIR go through the approval process, we are providing this proposal for an amendment to our project budget and scope of work.

- **TASK 1 – Project Management.** As of the date of this correspondence Quad Knopf has exhausted the project budget for this task. It is anticipated that a maximum of \$7,100 will be required to accomplish the project management task to project completion, assuming that a long term continuance is not directed by the Planning Commission or the Board of Supervisors.
- **TASK 2 – Preparation of a Statement of Findings of Fact and Statement of Overriding Consideration for adoption of the FDCP/FDCP EIR.** This task will be completed in conformance with Placer County guidelines and will consist of approximately 32 Statements of Overriding Consideration with inclusion of the Forest Ranch Component of the FDCP. Completion of this task was not included in the original project scope. It is anticipated that a maximum of \$6,820 will be required to complete this task.
- **TASK 3 – Addition of, or modification to, existing text and figures in the FDCP document and/or EIR.** As of the date of this correspondence Quad Knopf has exhausted the project budget to complete work on the FDCP and EIR documents. It is anticipated that a maximum of \$2,560 will be required to complete this task.

To summarize, the maximum additional cost to complete the above stated tasks will be \$16,480. This estimate can be broken down as follows:

TASK 1 – PROJECT MANAGEMENT	\$ 7,100.00
TASK 2 – STATEMENT OF FINDINGS/STATEMENT OF OVERRIDING CONSIDERATION	\$ 6,820.00

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August 29, 2008
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TASK 3 – FDCP/EIR TEXT AND FIGURE MODIFICATIONS \$ 2,560.00

TOTAL CONTRACT ADJUSTMENT \$ 16,480.00

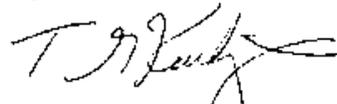
Because the maximum anticipated costs of performing the above tasks may not be reached due to uncertainties associated with completing the project approval process, Quad Knopf is proposing that a contract amendment be executed for completion of the work on a Time and Materials Basis Not To Exceed \$16,480.

Please call Ron Mauck or Kim Hudson at (916) 784-7823 if you have questions or wish to discuss the proposed contract amendment.

Sincerely,



Kim Hudson, AICP
Principal Planner



Thomas G. Kurkjian, PE
Chief Operating Officer

00087

cc: Michael Johnson
Maywan Krach