

DKS Associates

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #402-S1611

THIS FOURTH AMENDMENT to that Agreement for Services #402-S1611 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 DKS Associates, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 720 SW Washington Street, Suite 500, Portland, Oregon 97205, and whose local address is 428 J Street, Suite 340, Sacramento, California 95814-2331 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide traffic engineering and transportation planning services for its Department of Transportation, Long Range Planning Unit, pursuant to Agreement for Services #402-S1611, dated April 5, 2016, First Amendment to Agreement for Services #402-S1611, dated May 23, 2017, Second Amendment to Agreement for Services #402-S1611, dated March 12, 2019, and Third Amendment to Agreement for Services #402-S1611, dated March 15, 2022, herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$200,000, for a new not-to-exceed amount of \$789,075, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update County 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 XXXI, Contract Administrator**;

WHEREAS, the parties hereto desire to fully-replace specific Articles to include updated contract provisions and Exhibit C, California Levine Act Statement;

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 #402-S1611 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services, Paragraph eight**, of the Agreement is amended in its entirety to read as follows:

The total amount of this Agreement, as amended, shall not exceed \$789,075, inclusive of all Work Orders and amended Work Orders, Task Orders and amended Task Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Task Orders or Work Orders.

II. 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
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Zach Oates, P.E.
Transportation Planning
and Land Development

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

DKS Associates
428 J Street, Suite 340
Sacramento, California 95814-2331

Attn.: Peter Coffey,
Chief Executive Officer

or to such other location as Consultant directs.

III. ARTICLE XXXI, Contract Administrator, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Zach Oates, P.E., Senior Civil Engineer, Transportation Planning and Land Development, Department of Transportation, or successor.

IV. The following Articles of the Agreement are fully replaced in their entirety to read as follows:

ARTICLE XX

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including reasonable attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the negligent acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXIV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XVII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXIX

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

In addition, Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

Except as herein amended, all other parts and sections of Agreement for Services #402-S1611 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services #402-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas

Dated: 5-2-23

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kim Dawson

Dated: 5-2-23

Deputy Clerk

-- DKS ASSOCIATES --

By: Peter L. Coffey
Peter L. Coffey (Mar 20 2023 13:56 PDT)

Dated: 03/20/2023

Peter Coffey
Chief Executive Officer
"Consultant"

By: Richard Hutchinson

Dated: 03/20/2023

Richard Hutchinson
Corporate Secretary

DKS Associates

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the Officer(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES NO

If yes, please identify the Officer(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

03/20/2023

Date

DKS Associates

Type or write name of company

Peter L. Coffey
Peter L. Coffey (Mar 20 2023 13:56 PDT)

Signature of authorized individual

Peter Coffey-President

Type or write name of authorized individual