

Michael Baker International, Inc.

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES No. 004D-A-11/12-PA

THIS FOURTH AMENDMENT to that Agreement for Services No. 004D-A-11/12-PA, 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 Pacific Municipal Consultants, a corporation, duly qualified to conduct business in the State of California, doing business as PMC, now owned and operating as Michael Baker International, Inc., a Pennsylvania corporation, duly qualified to conduct business in the State of California, with an office at 2729 Prospect Park Drive, Suite 220, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Pacific Municipal Consultants doing business as PMC has been engaged by County to assist its Community Development Agency by providing Project Coordination and Planning Services in accordance with Agreement for Services No. 004D-A-11/12-PA, dated January 23, 2012, the First Amendment, dated November 13, 2012, the Second Amendment, dated March 11, 2014, and the Third Amendment, dated April 14, 2015, (herein after referred to as "Agreement") all incorporated herein and made by reference a part hereof;

WHEREAS, ARTICLE VIII, Assignment and Delegation, of the Agreement prohibits Pacific Municipal Consultants doing business as PMC from assigning services to be provided without the prior written consent of County;

WHEREAS, Pacific Municipal Consultants doing business as PMC, has been acquired by Michael Baker International, Inc., effective January 1, 2016;

WHEREAS, Pacific Municipal Consultants doing business as PMC has requested that the County accept work under the Agreement by Michael Baker International, Inc. and approve the assignment of the Agreement from Pacific Municipal Consultants doing business as PMC to Michael Baker International, Inc.;

WHEREAS, Pacific Municipal Consultants doing business as PMC shall remain liable for all obligations, covenants, conditions, and/or liabilities for services already performed under the terms and conditions of the Agreement for all services performed prior to January 1, 2016;

WHEREAS, notwithstanding the assignment, Pacific Municipal Consultants doing business as PMC, acknowledges and agrees that all existing indemnity and insurance obligations of Pacific Municipal Consultants doing business as PMC, will remain in full force and effect for services performed prior to January 1, 2016, and as thereafter required by the Agreement;

WHEREAS, Michael Baker International, Inc. will assume all Consultant's duties, responsibilities, and obligations, including insurance and indemnity obligations, for all services performed under the terms and conditions of the Agreement, commencing on January 1, 2016;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to include **ARTICLE XXXII, Assignment**, a provision that expressly states the terms of County's approval of the assignment of the Agreement from Pacific Municipal Consultants doing business as PMC to Michael Baker International, Inc.;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date for three (3) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$75,000, amending **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit C-2** with **Amended Exhibit C-3, Cost Estimate***;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to update the parties notice recipients amending **ARTICLE XII, Notice to Parties**;

NOW, THEREFORE, the parties agree to amend the Agreement as follows and County approves of the assignment of the Agreement from Pacific Municipal Consultants doing business as PMC to Michael Baker International, Inc. on the following terms and conditions:

All references to Pacific Municipal Consultants doing business as PMC are substituted with Michael Baker International, Inc.

Amended Exhibit C-2 is replaced in its entirety with Amended Exhibit C-3, marked "Cost Estimate*," attached hereto and incorporated herein by reference. All references to Amended Exhibit C-2 throughout the Agreement are substituted with Amended Exhibit C-3.

ARTICLE II, Term, is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective on January 23, 2012, and shall expire on November 23, 2020.

ARTICLE III, Compensation for Services, paragraphs C and E are amended in their entirety to read as follows:

- C. For the purposes hereof, the billing rates for the Dixon Ranch Subdivision Project shall be in accordance with Exhibit A, Scope of Work, attached hereto, and Exhibit B, marked "Billing Rate Information," all incorporated herein and made by reference a part hereof. Exhibit B may be updated annually. Exhibits A and B are specific to the Dixon Ranch Subdivision Project.

Exhibit C-1, marked "Rate Schedule for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects," is specific to the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects. For the purposes hereof, the billing rates for the period beginning November 13, 2012, the effective date of the First Amendment, and continuing through the day before the effective date of the Third Amendment for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects shall be in accordance with Exhibit C-1, incorporated herein and made by reference a part hereof.

For the purposes hereof, and for the period beginning with the effective date of the Third Amendment and continuing through the remaining term of the Agreement, unless a new Rate Schedule is approved by the Contract Administrator, the billing rates for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects shall be in accordance with Amended Exhibit C-1, marked "Amended Rate Schedule for the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects," all incorporated herein and made by reference a part hereof.

For the purpose of budgeting the tasks identified in Exhibit A, Amended Exhibit C, and Revised Amended Exhibit C, the billing amounts for each task are described in Amended Exhibit C-2, marked "Cost Estimate*," all incorporated herein and made by reference a part hereof. Amended Exhibit C, Revised Amended Exhibit C, Exhibit C-1, and Amended Exhibit C-1 are specific to the Central El Dorado Hills, Village of Marble Valley, and Lime Rock Valley Specific Plan Projects.

- E. The total amount of this Agreement, as amended, including all of the services detailed in Exhibit A, Scope of Work, Amended Exhibit C, Amended Scope of Work, and Revised Amended Exhibit C, Amended Scope of Work, and inclusive of all work of subconsultants, costs, expenses, and Task Orders shall not exceed \$839,139.

ARTICLE XII, Notice to Parties, of the Agreement is amended in its entirety to read as follows:

ARTICLE XII

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:

With a copy to:

County of El Dorado
Community Development Agency
Development Services Division
2850 Fairlane Court
Placerville, California 95667

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

Attn.: David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

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:

Michael Baker International, Inc.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, California 95670
Attn.: Philip O. Carter, Vice-President

or to such other location as Consultant directs.

The Agreement is further amended to add the following Article:

ARTICLE XXXII

Assignment: Pursuant to ARTICLE VIII, Assignment and Delegation, of the Agreement, County approves the assignment of the Agreement from Pacific Municipal Consultants doing business as PMC (previous Consultant) to Michael Baker International, Inc. (Consultant), effective January 1, 2016, on the following terms and conditions. Michael Baker International, Inc. assumes all duties, covenants, obligations, and responsibilities, including all indemnity and insurance obligations, of Consultant under the Agreement and all amendments thereto, and is responsible for executing, performing, and providing all work and services as of January 1, 2016, in accordance with all terms and conditions as set forth in and as defined in the Agreement and all amendments thereto. Pacific Municipal Consultants doing business as PMC shall remain liable, jointly and severally, for all work performed and service provided prior to January 1, 2016 and all of Pacific Municipal Consultants doing business as PMC's insurance and indemnity obligations set forth in the Agreement shall remain in full force and effect on the terms set forth in the Agreement notwithstanding the assignment of the Agreement.

Except as herein amended, all other parts and sections of Agreement for Services No. 004D-A-11/12-PA shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Division Concurrence:

By: _____
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____
Steven M. Pedretti, Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services No. 004D-A-11/12-PA 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

-- MICHAEL BAKER INTERNATIONAL, INC. --

By: _____ Dated: _____

Philip O. Carter
Vice President
"Consultant"

By: _____ Dated: _____

Jennifer Leboeuf
Secretary

Michael Baker International

Amended Exhibit C-3

Cost Estimate*

Pacific Municipal Consultants

Dixon Ranch Subdivision EIR Project

Initial Work Effort	\$	9,120.00
Project Processing	\$	9,500.00
Contingency Funds	\$	6,380.00

Total Dixon Ranch Project **\$ 25,000.00**

Central El Dorado Hills Specific Plan Project

Task 1.	Project Initiation and Meetings	\$	63,311.00
Task 2.	Application Processing	\$	45,923.00
Task 3.	Environmental Review Assistance	\$	85,500.00
Task 4.	Entitlement Actions and Project Decision	\$	17,770.00
Task 5.	Project Implementation	\$	880.00
Task 6	Contingency	\$	25,000.00
	Consultant Direct Costs	\$	2,200.00

Total Central El Dorado Hills Project **\$ 240,584.00**

Village of Marble Valley Specific Plan Project

Task 1.	Project Initiation and Meetings	\$	25,858.00
Task 2.	Application Processing	\$	21,664.00
Task 3.	Environmental Review Assistance	\$	45,525.00
Task 4.	Entitlement Actions and Project Decision	\$	8,960.00
Task 5.	Project Implementation	\$	880.00
Task 6	Contingency	\$	25,000.00
	Consultant Direct Costs	\$	2,200.00

Total Marble Valley Project **\$ 130,087.00**

Lime Rock Valley Specific Plan Project

Task 1.	Project Initiation and Meetings	\$	23,008.00
Task 2.	Application Processing	\$	26,030.00
Task 3.	Environmental Review Assistance	\$	43,768.00
Task 4.	Entitlement Actions and Project Decision	\$	8,960.00
Task 5.	Project Implementation	\$	880.00
Task 6	Contingency	\$	25,000.00
	Consultant Direct Costs	\$	220.00

Total Lime Rock Project **\$ 127,866.00**

Subconsultants:

MacDiarmid Company		
Central El Dorado Hills Specific Plan Project	\$	18,762.00
Village of Marble Valley Specific Plan Project	\$	147,146.00
Lime Rock Valley Specific Plan Project	\$	149,694.00
Total Subconsultants Costs	\$	<u>315,602.00</u>

Total Proposed Budget Cost Estimate \$ 839,139.00

*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 services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work Tasks, Items of Work, and Direct Costs identified herein (including subconsultants), subject to the County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement (\$839,139.00), as amended, be exceeded.