

Kittelson & Associates, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #214-S1511

THIS SECOND AMENDMENT to that Agreement for Services #214-S1511 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 Kittelson & Associates, Inc., an Oregon corporation duly qualified to conduct business in the State of California, whose principal place of business is 610 S.W. Alder Street, Suite 700, Portland, Oregon 97205 and whose local office address is 428 J Street, Suite 500, Sacramento, California 95814 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to assist its Community Development Agency, to perform a major update to the West Slope Roadway Capital Improvement Program (CIP) and Traffic Impact Mitigation (TIM) Fee Program as required by the General Plan Policy TC-Xb and Implementation Measures TC-A and TC-B pursuant to Agreement for Services #214-S1511, dated October 31, 2014, and First Amendment to Agreement for Services #214-S1511, dated January 13, 2015, all incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to allow the reallocation of Direct Expenses and Project Contingency funds, subject to written approval and to add a revised cost proposal, amending **ARTICLE III, Compensation for Services** and adding **Revised Amended Exhibit C**;

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 Second Amendment to Agreement for Services #214-S1511, as follows:

ARTICLE III, Compensation for Services, the fifth paragraph of the original Agreement is amended in its entirety to read as follows:

For the purposes of budgeting the Tasks in Exhibit A and Amended Exhibit A, the billing amounts for each Task are identified in Revised Amended Exhibit C, marked "Revised Amended Cost Proposal*," incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Revised Amended Exhibit C among the various Consultant Scope of Work tasks and items of work, identified therein, subject to County's CA's written approval. Consultant may request to reallocate expenses from the Direct Expenses and Project Contingency for use for the various Scope of Work tasks and items of work, or for subconsultants subject to County's

Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

Except as herein amended, all other parts and sections of Agreement shall remain unchanged and in full force and effect.

Requesting Division Concurrence:

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

Requesting Contract Administrator and Department Concurrence:

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

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #214-S1511 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

-- KITTELSON & ASSOCIATES, INC. --

By: _____ Dated: _____
Jim E. Damkowitz
Principal Planner
"Consultant"

Kittelson & Associates, Inc.
Revised Amended Exhibit C
Revised Amended Cost Proposal*

Task 1: Project Management		
Item of Work 1.1	Preliminary Work	\$ 5,985.00
Item of Work 1.2	Project Management and Administration	\$ 27,160.00
Task 2: Traffic Analysis		
Item of Work 2.1	Data Collection and Model Output	\$ 17,200.00
Item of Work 2.2	Environmental Review Document	\$ 3,430.00
Item of Work 2.3	Determination of Appropriateness of TIM Fee Zones	\$ 18,235.00
Item of Work 2.4	Travel Demand Model Runs and Preliminary Roadway Improvements	\$ 46,635.00
Item of Work 2.5	Traffic Impact Fee Estimate	\$ 15,040.00
Task 3: Economic/Fiscal Analysis		
Item of Work 3.1	Research and Analysis	\$ 2,280.00
Item of Work 3.2	Develop Policy and Technical Parameters	\$ 1,920.00
Item of Work 3.3	Cost Allocation	\$ 18,820.00
Item of Work 3.4	Develop Roadway Improvement Cost Estimates	\$ 9,200.00
Item of Work 3.5	Identify Funding Requirements and Sources	\$ 2,000.00
Item of Work 3.6	West Slope Roadway Capital Improvement Program Report	\$ 14,620.00
Item of Work 3.7	Develop Nexus and Calculate Impact Fees	\$ 2,870.00
Item of Work 3.8	Environmental Review Document	\$ 4,140.00
Item of Work 3.9	Produce and Present Draft and Final Reports for TIM Fee Update	\$ 7,280.00
Item of Work 3.10	Produce Administrative Procedures Manual	\$ 7,225.00
Task 5: Board and Public Agency Presentations and Public Workshops		
Item of Work 5.1	Board Study Sessions and Planning Commission and EDC-CTC Presentations (10)	\$ 25,670.00
Item of Work 5.2	Public Workshops (6: 3 rounds at 2 locations) + Public Workshop Rehearsals (3)	\$ 49,030.00
Item of Work 5.3	Stakeholder Presentations/Mini-Workshops(10)	\$ 19,300.00
Item of Work 5.4	Website and Social Media	\$ 5,005.00
Item of Work 5.5	Media Relations & Collateral Development	\$ 500.00
Item of Work 5.6	Draft and Final Public Presentation Plan	\$ 870.00
	Consultant Subtotal	\$ 304,415.00
		\$ 15,600.00
Task 4: Project Contingency		
Subconsultants:		
	Urban Economics	\$ 72,800.00
	Quincy Engineering, Incorporated	\$ 37,375.00
	Flint Strategies	\$ 45,760.00
	Rincon Consultants, Inc.	\$ 20,250.00
	Subconsultant Subtotal	\$ 176,185.00
	Direct Expenses	\$ 20,795.00
	Total Cost Proposal	\$ 516,995.00

*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 Consultant Tasks, Project Contingency, and the Direct Expenses funds identified herein, subject to County's Contract Administrator's written approval. Consultant may request to reallocate the Project Contingency and Direct Expenses funds listed herein to its subconsultants, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.