

ORIGINAL

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");

RECITALS

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

Dated: 10/30/15

Requesting Contract Administrator and Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 11/2/15

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: 
Ron Mitenaco
First Vice-Chair
Board of Supervisors
"County"

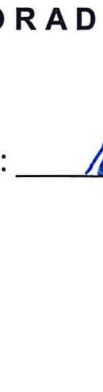
Dated: 10/27/15

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: 
Marcie Thorpe
Deputy Clerk

Dated: 10/27/15

--KITTELSON & ASSOCIATES, INC.--

By: 
Jim E. Damkowitch
Principal Planner
"Consultant"

Dated: 10/27/2015