

## Kittelson & Associates, Inc.

### SECOND AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 11-53166

**THIS SECOND AMENDMENT** to that Agreement for Services # AGMT 11-53166 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. a 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 with traffic engineering and transportation planning services in pursuant to Agreement for Services # AGMT 11-53166, dated November 1, 2011, and First Amendment, dated December 4, 2012, all incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date for two (2) additional years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add other direct costs and a revised billing schedule, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update both of County's notice recipients, amending **ARTICLE XVII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXVII, Contract Administrator**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add **ARTICLE XXXI, Taxes**; **ARTICLE XXXII, Audit by California State Auditor**; **ARTICLE XXXIII, Change of Address**; **ARTICLE XXXIV, Conflict of Interest**; **ARTICLE XXXV, No Third Party Beneficiaries**; and **ARTICLE XXXVI, Counterparts**, to reflect updated County contracting provisions;

**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, as amended, in this Second Amendment to Agreement, as follows:

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

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire five (5) years thereafter or upon the completion of all issued Task Orders, whichever is later.

**ARTICLE III, Compensation for Services, the second paragraph is amended in its entirety to read as follows:**

For the period beginning with the effective date of this Agreement and continuing through the day before the effective date of this Second Amendment to Agreement for Services # AGMT 11-53166, for the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Billing Schedule," incorporated herein and made by reference a part hereof.

On the effective date of this Second Amendment and continuing through the remaining term of the Agreement, unless a new Billing Schedule is approved by the Contract Administrator, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Billing Schedule," incorporated herein and made by reference a part hereof. Consultant may submit a new proposed Billing Schedule to County's Contract Administrator. The hourly rates listed on the Billing Schedule may be adjusted to a maximum of five percent (5%) increase per year which shall require written approval and acceptance by County's Contract Administrator prior to the new rates becoming effective.

**ARTICLE III, Compensation for Services, is amended to add the following paragraph:**

Other direct costs including subconsultants' services and outside services authorized herein shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include other direct costs or subconsultants' costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

**ARTICLE XVII, Notice to Parties, is amended in its entirety to read as follows:**

**ARTICLE XVII**

**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  
Community Development Agency  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667

With a copy to:

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

Attn.: David Defanti  
Assistant Director

Attn.: Michele Weimer  
Administrative Services Officer  
CDA Procurement & Contracts Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Kittelson & Associates, Inc.  
428 J Street, Suite 500  
Sacramento, California 95814

Attn.: Jim E. Damkowitch  
Principal Planner

or to such other location as Consultant directs.

**ARTICLE XXVII, Contract Administrator, is amended in its entirety to read as follows:**

**ARTICLE XXVII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is David Defanti, Assistant Director, Community Development Agency, or successor.

**The Agreement is further amended to add the following new Articles:**

**ARTICLE XXXI**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE XXXII**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate

these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

#### **ARTICLE XXXIII**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XXXIV**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVI, Default, Termination, and Cancellation, herein.

#### **ARTICLE XXXV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE XXXVI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

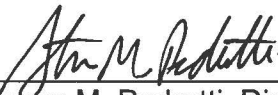
Except as herein amended, all other parts and sections of Agreement for Services # AGMT 11-53166 and First Amendment to Agreement for Services # AGMT 11-53166 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Division Concurrence:**

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

Dated: 10/15/14

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 10/15/14

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services # AGMT 11-53166 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: \_\_\_\_\_

Deputy Clerk

Dated: \_\_\_\_\_

**--KITTELSON & ASSOCIATES, INC.--**

By: \_\_\_\_\_

  
Jim E. Damkowitch  
Principal Planner  
"Consultant"

Dated: 10/15/14

**Kittelson & Associates, Inc.**

**Amended Exhibit B**

**Amended Billing Schedule**

**Labor Rates**

<b>Classifications</b>	<b>Hourly Rate</b>
Senior Principal	\$210 - \$305
Principal Engineer/Planner	\$190 - \$230
Associate Engineer/Planner	\$175 - \$210
Senior Engineer/Planner	\$150 - \$185
Engineer/Planner	\$135 - \$160
Transportation Analyst	\$120 - \$135
Associate Technician	\$145 - \$155
Senior Technician	\$130 - \$145
Technician II	\$120 - \$130
Technician I	\$110 - \$120
Office Support	\$75 - \$100

Expert witness charges available upon request.

The above rates include standard overhead items.

Consultant may submit a new proposed Billing Schedule to County's Contract Administrator. The hourly rates listed on the Billing Schedule may be adjusted annually and are subject to a maximum of five percent (5%) increase which shall require written approval and acceptance by County's Contract Administrator prior to the new rates becoming effective.

### **Direct Expenses**

Direct expenses, including but not limited to the following are listed in the table below.

Item	Rate
Personal Auto Use	See Below*
Delivery	Actual Cost
Teleconferences, Long Distance Phone	Actual Cost
Outside Printing and Binding	Actual Cost
PDA's (Personal Digital Assistants)	\$2 per day

All authorized outside services and expenses, including subconsultants, are billed at Consultant's cost. Any invoices that include direct expenses shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

- \* Reimbursement for mileage expenses, if applicable, shall be in accordance with ARTICLE III, Compensation for Services.