

## Kittelson & Associates, Inc.

### FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #214-S1511

**THIS FOURTH 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, whose local office address is 2110 K Street, Suite 22, Sacramento, California 95816, and whose mailing address is 155 Grand Avenue, Suite 900, Oakland, California 94612 (hereinafter referred to as "Consultant");

### R E C I T A L S

**WHEREAS**, Consultant has been engaged by County 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 for its Community Development Agency pursuant to Agreement for Services #214-S1511, dated October 31, 2014, and First Amendment to Agreement for Services #214-S1511, dated January 13, 2015, and Second Amendment to Agreement for Services #214-S1511, dated October 27, 2015, and Third Amendment to Agreement for Services #214-S1511, dated December 15, 2015, all incorporated herein and made by reference a part hereof (herein after 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 \$200,000.00, amending **ARTICLE III, Compensation for Services**, and replacing **Revised Amended Exhibit C-1, Revised Amended Cost Proposal\***, with **Revised Amended Exhibit C-2, Revised Amended Cost Proposal**;

**WHEREAS**, the parties hereto desire to update Consultant's Project Manager, amending **ARTICLE IX, Consultant's Project Manager**;

**WHEREAS**, the parties hereto desire to update Consultant's notice recipient amending **ARTICLE XIX, Notice to Parties**;

**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 #214-S1511 on the following terms and conditions:

- I. Revised Amended Exhibit C-1, Revised Amended Cost Proposal\*, is replaced in its entirety with Revised Amended Exhibit C-2, marked "Revised Amended Cost

Proposal,” attached hereto and incorporated herein by reference. All references to Exhibit C, Amended Exhibit C, Revised Amended Exhibit C, and Revised Amended Exhibit C-1 throughout the Agreement are substituted with Revised Amended Exhibit C-2.

**II. ARTICLE III, Compensation for Services**, paragraphs five (5) and six (6) of the Agreement are amended in their entirety to read as follows:

For the purposes of budgeting the Tasks in Exhibit A, Amended Exhibit A, and Amended Exhibit A-1, the billing amounts for each Task are identified in Revised Amended Exhibit C-2, 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-2 among the various Scope of Work tasks and items of work, Project Contingency, subconsultants, and Direct Expenses identified, subject to County’s CA’s written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among the various subconsultants, subject to County’s CA’s written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement, as amended, shall not exceed \$802,960 inclusive of all Work Orders, work of subconsultants, costs and expenses.

**III. ARTICLE IX, Consultant’s Project Manager**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE IX**

**Consultant’s Project Manager:** Consultant designates Richard G. Dowling, PHD, T.E., P.E., Senior Principal Engineer, as its Project Manager for this Agreement. Consultant’s Project Manager, or County-approved designee, shall be accessible to County’s CA, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant’s Project Manager shall be responsible for all matters related to Consultant’s personnel, operations and any subconsultants authorized under this Agreement.

**IV. ARTICLE XIX, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XIX**

**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

Attn.: David Defanti  
Assistant Director

With a copy to:

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

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:

Kittelson & Associates, Inc.  
155 Grand Avenue, Suite 900  
Oakland, California 94612

Attn.: Richard G. Dowling, PHD, T.E., P.E.  
Senior Principal Engineer

or to such other location as CONSULTANT directs.

Except as herein amended, all other parts and sections of Agreement for Services #214-S1511, as amended, 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: \_\_\_\_\_

**Requesting Contract Administrator and Department Concurrence:**

By: \_\_\_\_\_  
Steven M. Pedretti, Director  
Community Development Agency

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

DRAFT

**IN WITNESS WHEREOF**, the parties hereto have executed this Fourth 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: \_\_\_\_\_  
Deputy Clerk

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

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

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

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

David L. Mills  
Vice President  
"Consultant"

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

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

Michael N. Aronson  
Principal Engineer

**Kittleson & Associates, Inc.**  
**Revised Amended Exhibit C-2**  
**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 | \$ | 30,910.00 |

**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 | \$ | 58,795.00 |
| 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  | \$ | 2,265.00  |
| Item of Work 3.2 Develop Policy and Technical Parameters                        | \$ | 1,920.00  |
| Item of Work 3.3 Cost Allocation  | \$ | 21,845.00 |
| Item of Work 3.4 Develop Roadway Improvement Cost Estimates                     | \$ | 9,175.00  |
| Item of Work 3.5 Identify Funding Requirements and Sources                      | \$ | 1,995.00  |
| Item of Work 3.6 West Slope Roadway Capital Improvement Program Report          | \$ | 15,277.50 |
| Item of Work 3.7 Develop Nexus and Calculate Impact Fees                        | \$ | 2,825.00  |
| Item of Work 3.8 Environmental Review Document                                  | \$ | 10,480.00 |
| Item of Work 3.9 Produce and Present Draft and Final Reports for TIM Fee Update | \$ | 4,280.00  |
| Item of Work 3.10 Produce Administrative Procedures Manual                      | \$ | 2,700.00  |

**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)    | \$ | 28,805.00 |
| Item of Work 5.2 Public Workshops (6: 3 rounds at 2 locations) + Public Workshop Rehearsals (3) | \$ | 48,975.00 |
| Item of Work 5.3 Stakeholder Presentations/Mini-Workshops (10)                                  | \$ | 19,240.00 |
| Item of Work 5.4 Website and Social Media   | \$ | 5,005.00  |
| Item of Work 5.5 Media Relations & Collateral Development                                       | \$ | 460.00    |
| Item of Work 5.6 Draft and Final Public Presentation Plan                                       | \$ | 840.00    |

|  |                            |                      |
|--|----------------------------|----------------------|
|  | <b>Consultant Subtotal</b> | <b>\$ 325,682.50</b> |
|  | <b>\$</b>                  | <b>200,222.50</b>    |

**Task 4: Project Contingency**

Subconsultants:

|                                  |    |           |
|----------------------------------|----|-----------|
| Urban Economics                  | \$ | 94,200.00 |
| Quincy Engineering, Incorporated | \$ | 46,375.00 |
| Flint Strategies                 | \$ | 46,510.00 |
| Rincon Consultants, Inc.         | \$ | 85,050.00 |

|  |                               |                      |
|--|-------------------------------|----------------------|
|  | <b>Subconsultant Subtotal</b> | <b>\$ 272,135.00</b> |
|--|-------------------------------|----------------------|

|  |                        |                    |
|--|------------------------|--------------------|
|  | <b>Direct Expenses</b> | <b>\$ 4,920.00</b> |
|--|------------------------|--------------------|

|  |                            |                      |
|--|----------------------------|----------------------|
|  | <b>Total Cost Proposal</b> | <b>\$ 802,960.00</b> |
|--|----------------------------|----------------------|

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 Tasks, Project Contingency, subconsultants, and among the Direct Expenses identified herein, subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among the various 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.