

Kimley-Horn and Associates, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #442-S1710

THIS SECOND AMENDMENT to that Agreement for Services #442-S1710 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 Kimley-Horn and Associates, Inc., a North Carolina corporation duly qualified to conduct business in the State of California, whose principal place of business is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 and whose local office address is 555 Capitol Mall, Suite 300, 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 in updating County's Traffic Impact Mitigation Fee program for the Department of Transportation, Transportation Planning Unit, pursuant to Agreement for Services #442-S1710, dated May 12, 2017, and First Amendment to Agreement for Services #442-S1710, dated January 9, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to include additional work in Task 6 of the scope of work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-2, Additional Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the term for two (2) 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 \$4,000, to update County's invoice recipient, and to add an updated fee schedule and cost proposal for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, adding **Amended Exhibit B, Amended Fee Schedule**, and replacing **Amended Exhibit C, Amended Cost Proposal**, with **Amended Exhibit C-1, Amended Cost Proposal**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's notice recipient title and department, amending **ARTICLE XVI, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's Contract Administrator's title and department, amending **ARTICLE XXIX, Contract Administrator**;

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 on the following terms and conditions:

- I. All references to Community Development Services, Planning and Building Department, Long Range Planning Division throughout the Agreement shall read Department of Transportation, Transportation Planning Unit.
- II. All references to Community Development Agency, Administration and Finance Division throughout the Agreement shall read Chief Administrative Office.
- III. All references to Exhibit A and Exhibit A-1 shall read Exhibit A, Exhibit A-1, and Exhibit A-2.
- IV. All references to Amended Exhibit C shall read Amended Exhibit C-1
- V. **ARTICLE I, Scope of Services**, the first paragraph of the Agreement is amended in its entirety to read as follows:

Scope of Services: Consultant agrees to furnish personnel, subconsultant, equipment, and services necessary to update County's Traffic Impact Mitigation Fee programs in conjunction with the Capital Improvement Program (GIP). Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," Exhibit A-1, marked "Additional Scope of Work," and Exhibit A-2, marked "Additional Scope of Work," each exhibit is incorporated herein and made by reference a part hereof.

- VI. **ARTICLE II, Term**, of the Agreement 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, as amended, on May 12, 2022.

- VII. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

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

For the period beginning with the effective date of this Second Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement as amended shall not exceed \$94,545, inclusive of all costs, expenses, taxes, and contingency work.

Other direct costs, including but not limited to reproductions, postage, and delivery, and subconsultants shall be invoiced at Consultant's cost for the services rendered. Any invoices that include other direct costs shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

Reimbursement for mileage expenses for Consultant and for any subconsultants, if applicable, authorized under this Agreement shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant or for any authorized subconsultant. All travel costs (i.e., overnight lodging, meals, airfare, and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant.

For the purposes of budgeting the Tasks identified in Exhibit A, Exhibit A-1, and Exhibit A-2, the allowable billing amounts for each Task are identified in Amended Exhibit C-1, marked "Amended Cost Proposal," incorporated herein and made by reference a part thereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the amounts listed in Amended Exhibit C-1, Amended Cost Proposal, among the various tasks, subconsultants, and other direct costs, subject to County's Contract Administrators prior written approval. In no event shall the not-to-exceed amount of the Agreement be exceeded.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Department of Transportation
Transportation Planning Unit
2850 Fairlane Court
Placerville, California 95667
Attn.: Julie Millard
Department Analyst

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

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

ARTICLE XVI

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
Department of Transportation
Transportation Planning Unit
2850 Fairlane Court
Placerville, California 95667

Attn.: Natalie Porter
Senior Traffic Engineer

With a copy to:

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs

Notices to Consultant shall be addressed as follows:

Kimley-Horn and Associates, Inc.
555 Capitol Mall, Suite 300
Sacramento, California 95814

Attn.: Matthew Weir
Vice President

or to such other location as Consultant directs

IX. ARTICLE XXIX, Contract Administrator, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Natalie Porter, Senior Traffic Engineer, Transportation Planning Unit, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #442-S1710, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #442-S1710 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
"County"

-- KIMLEY-HORN AND ASSOCIATES, INC. --

By: _____

Dated: _____

Matthew Weir
Vice President
"Consultant"

Kimley-Horn and Associates, Inc.

Exhibit A-2

Additional Scope of Work

SCOPE OF WORK DESCRIPTION

Consultant shall continue to update County's Traffic Impact Mitigation (TIM) Fee Program in conjunction with County's Capital Improvement Program (CIP).

This work includes:

- Work necessary to complete Task 6 of the original scope of work dated May 22, 2017

Task 6.2 – 2019 and 2040 Parcel Map Updates

Activities:

Consultant shall update the existing base year (currently 2015) and future year (2035) parcel set using Geographical Information System (GIS) to reflect the current version of both the 2019 and 2040 models. This is necessary because many of the land use updates since the model was originally developed have been coded directly into the TAZs, bypassing the parcels..

Deliverables:

- Updated 2019 GIS Based Parcel Set
- Updated 2040 GIS Based Parcel Set

Kimley-Horn and Associates, Inc.

Amended Exhibit B

Amended Fee Schedule

Hourly Rates

Classification	Rate
Senior Project Manager	\$250.00/hour
Project Engineer	\$175.00/hour
Project Analyst	\$130.00/hour
Graphic Artist	\$100.00.hour
Project Administrator	\$95.00/hour
Administrative Staff	\$80.00/hour

Mileage Reimbursement

Reimbursement for mileage expenses for Consultant, if applicable, shall be compensated in accordance with all of the provisions of ARTICLE III, Compensation for Services, of the Agreement.

Direct Expenses

Consultant shall bill for the following expenses that may be incurred in association with the services provided pursuant to the scope of work:

- CD(s) and Miscellaneous Reproduction
- Maps, Supplies, and Photos
- Other Miscellaneous Costs

Direct expenses shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct expenses shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

Kimley-Horn and Associates, Inc.

Amended Exhibit C-1

Amended Cost Proposal

Scope of Work

Task 1- Service Volume Update	\$	4,750
Task 2- Deficiency Analysis	\$	14,500
Task 3- TIM Fee Scenario Analysis	\$	7,125
Task 4- Recommended TIM Fee CIP Improvements	\$	7,125
Task 5- Public Involvement	\$	7,395
Task 6- Additional Effort for 2019 and 2040 Parcel Map Update (Amended)	\$	25,625
Task 7- Project Contingency (Amended)	\$	237.42
Task 9- Vehicle Pullout Analysis for SR 193 and SR 49	\$	12,000
Task 10- U.S. 50 Merge/Diverge Analysis	\$	<u>4,875</u>
	Consultant Subtotal	\$ 83,632.42

Subconsultant: Rincon Consultants

Task 8- Preparation of Addendum of El Dorado County Western Slope Roadway CIP-TIM Fee Program Update EIR (Amended)	\$	10,762.58
	Other Direct Costs and Mileage	\$ 150

Total Cost Proposal \$ 94,545.00

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 Tasks, Project Contingency, Other Direct Costs and Mileage, and subconsultant identified herein, subject to the Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.