

Kimley-Horn and Associates, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #442-S1710

THIS FIRST 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 update County's Traffic Impact Mitigation Fee program for the Community Development Services, Planning and Building Department, Long Range Planning Division pursuant to Agreement for Services #442-S1710, dated May 12, 2017, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add additional tasks to the scope of work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-1, Additional Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$38,875, and to update County's invoice recipient, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit C**;

WHEREAS, the parties hereto desire to amend the Agreement to add subconsultant language to the Agreement, amending **ARTICLE VII, Consultant's Project Manager**; **ARTICLE VIII, Changes to Agreement**; **ARTICLE X, Confidentiality**; **ARTICLE XI, Assignment and Delegation**; **ARTICLE XII, Independent Contractor/Liability**; and **ARTICLE XIX, Insurance**;

WHEREAS, the parties hereto desire to amend the Agreement to change one of County's notice recipients, amending **ARTICLE XVI, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to change County's Contract Administrator, 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 First Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement shall read Community Development Services, Planning and Building Department, Long Range Planning Division.
- II. All references to Exhibit A shall read Exhibit A and Exhibit A-1.
- III. **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 (CIP). Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," and Exhibit A-1, marked "Additional Scope of Work," both exhibits are incorporated herein and made by reference a part hereof.

- IV. **ARTICLE III, Compensation for Services**, the third, fifth, and seventh paragraphs of the Agreement are amended in its entirety to read as follows:

The total amount of this Agreement as amended shall not exceed \$90,545, inclusive of all costs, expenses, and contingency work.

Reimbursement for mileage expenses for Consultant and to 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.

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
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Accounts Payable

or to such other location as County directs.

- V. **ARTICLE VII, Consultant's Project Manager**, of the Agreement is amended in its entirety to read as follows:

ARTICLE VII

Consultant's Project Manager: Consultant designates Michael L. Schmitt, Sr. Project Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, 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 authorized subconsultants including, but not limited to (1) assigning qualified personnel to perform the work and to prepare the deliverables required by the Agreement; and (2) reviewing, monitoring, training, and directing Consultant's personnel and any subconsultants authorized herein.

- VI. **ARTICLE VIII, Changes to Agreement**, of the Agreement is amended in its entirety to read as follows:

ARTICLE VIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in Consultant's Project Manager or subconsultants without prior written approval by County's Contract Administrator.

- VII. **ARTICLE X, Confidentiality**, of the Agreement is amended in its entirety to read as follows:

ARTICLE X

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Services, Planning and Building Department, Long

Range Planning Division for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

- VIII. ARTICLE XI, Assignment and Delegation**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultant in Amended Exhibit C, for the particular tasks, work, and deliverables identified. At no time shall County be obligated to pay separately for subconsultant services. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

- IX. ARTICLE XII, Independent Contractor/Liability**, the second paragraph of the Agreement is amended in its entirety to read as follows:

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees and subconsultants. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant, its employees, agents, associates, representatives, or subconsultants.

- X. ARTICLE XVI, Notice to Parties**, of the Agreement 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 Services
Planning and Building Department
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667

With a copy to:

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

Attn.: Natalie Porter
Traffic Engineer

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:

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

Attn.: Enda Melvin, P.E.
Sr. Vice President

XI. ARTICLE XIX, Insurance, paragraph P. of the Agreement is added to read as follows:

P. Consultant shall ensure that all subconsultants authorized herein maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

XII. 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, Traffic Engineer, Community Development Services, Planning and Building Department, Long Range Planning Division, or successor.

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

Requesting Contract Administrator Concurrence:

By: _____

Natalie Porter
Traffic Engineer
Community Development Services
Planning and Building Department
Long Range Planning Division

Dated: _____

Requesting Department Concurrence:

By: _____

Roger Trout
Planning and Building Department Director
Community Development Services

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #442-S1710 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

-- KIMLEY-HORN & ASSOCIATES, INC. --

By: _____

Dated: _____

Enda Melvin, P.E.
Sr. Vice President
"Consultant"

By: _____

Dated: _____

Matt Weir, P.E.
Assistant Secretary

Kimley Horn and Associates, Inc.

Exhibit A-1

Additional Scope of Work

SCOPE OF WORK DESCRIPTION

Consultant shall undertake additional work necessary to complete an update to County's TIM Fee program in conjunction with County's CIP. Consultant shall prepare an addendum to the exiting Environmental Impact Report and additional analyses for the TIM Fee update.

The additional Tasks shall include:

- Work necessary to complete Task 6, of the Scope of Work dated May 22, 2017.
- Preparation of an Addendum to the El Dorado County Western Slope Roadway CIP-TIM Fee Program Update Environmental Impact Report (EIR).
- Analysis of SR 193/SR 49 to determine the feasibility of vehicle pullouts to address anticipated future deficiencies.
- Analysis of weaving operations for U.S. 50 between the County line and the Ponderosa interchange.

Task 6.1 – Additional Effort for Parcel Map Updates

Activities:

Based on the detailed assessment of the Travel Demand Model (TDM), Consultant has determined that additional effort shall be required to complete Task 6 of the initial Scope of Work. This work is necessary given the magnitude of land use changes that are not included in the underlying parcel dataset. This dataset serves an important purpose as it is both the basis for clearly documenting land use assumptions and it facilitates the orderly updating of traffic analysis zones during future land use and model updates.

Deliverables:

- Updated 2015 GIS Based Parcel Set, including the parcel dataset
- Updated 2035 GIS Based Parcel Set, including the parcel dataset

Task 8 – Preparation of an Addendum to County Western Slope Roadway CIP-TIM Fee Program Update EIR for El Dorado County

Activities:

Consultant shall analyze four (4) additional capital improvement projects that may be added to the CIP list that were not analyzed in the existing EIR certified in 2016. These four (4) capital improvement projects consist of either widening or adding pull outs in lieu of widening. In accordance with Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, a lead agency may prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred. It is assumed that updating the CIP list would not result in new or substantially increased significant impacts and that, pursuant to CEQA Guidelines Section 15164, an EIR Addendum would be the appropriate level of supplemental CEQA review.

Deliverables:

- Draft EIR Addendum
- Final EIR Addendum

Task 9 – Vehicle Pullout Analysis for SR 193 and SR 49

Activities:

Consultant shall prepare a preliminary feasibility analysis for SR 193 and SR 49 to determine whether vehicle pullouts can be used to address anticipated future deficiencies. Specifically this analysis shall include: (1) conducting a windshield survey of select segments of SR 193 and SR 49 to assess the general roadway conditions and their potential ability to accommodate future pullouts, (2) conduct capacity analysis utilizing HCM methodologies and/or other methodologies to the extent necessary to reasonably assess planning level operations, and (3) make preliminary recommendations regarding the feasibility and/or identify additional studies that may be required. Once the analysis has been completed, Consultant shall prepare draft and final technical memorandums, and shall submit them to County for review.

This task includes one (1) meeting with County staff to discuss initial findings prior to preparing and submitting the draft analysis.

Deliverables:

- Draft SR 193 and SR 49 Vehicle Pull-Off Technical Memorandum
- Final SR 193 and SR 49 Vehicle Pull-Off Technical Memorandum

Task 10 – U.S. 50 Merge/Diverge Analysis

Activities:

- Consultant shall analyze weaving operations for auxiliary lane locations proposed along U.S. 50 between the El Dorado County line and the Ponderosa Drive interchange. This analysis shall be limited to the current method in the HCM 6th Edition using 2035 conditions. Consultant shall analyze freeway segments with and without the auxiliary lanes to determine which freeway segments are deficient without the addition of the auxiliary lanes. This analysis shall include two (2) locations; U.S. 50 between Bass Lake Road and Cambridge Road westbound and U.S. 50 between Bass Lake Road and Cambridge Road eastbound. Consultant shall collect any required ramp to ramp traffic volumes necessary for future 2035 weaving analysis inputs. Consultant shall prepare a summary table detailing the weaving analysis results by segment with and without auxiliary lanes

Deliverables:

- Summary table weaving analysis results

Kimley Horn & Associates, Inc.

Amended Exhibit C
Amended Cost Proposal

Scope of Work

Task 1 - Service Volume Update	\$4,750.00
Task 2 - Deficiency Analysis	\$14,500.00
Task 3 - TIM Fee Scenario Analysis	\$7,125.00
Task 4 - Recommend TIM Fee CIP Improvements	\$7,125.00
Task 5 - Public Involvement	\$7,395.00
Task 6 - 2015 and 2035 Parcel Map Update	\$21,625.00
Task 7 - Project Contingency	\$1,000.00
Task 8 - Preparation of an Addendum to County Western Slope Roadway CIP-TIM Fee Program Update EIR for El Dorado County	\$0.00
Task 9 - Vehicle Pullout Analysis for SR 193 and SR 49	\$12,000.00
Task 10 - U.S. 50 Merge/Diverge Analysis	\$4,875.00
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Consultant Subtotal	\$80,395.00

Subconsultant

Rincon Consultants, Inc.

Task 8 - Preparation of an Addendum to County Western Slope Roadway CIP-TIM Fee Program Update EIR for El Dorado County	\$10,000.00
Consultant Other Direct Costs	\$150.00
Total Cost Proposal	<u>\$90,545.00</u>

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

Reimbursement for mileage expenses for Consultant shall be in accordance with ARTICLE III, Compensation of Services.