

Kittelson & Associates, Inc.

West Slope Roadway CIP and TIM Fee Program Update

AGREEMENT FOR SERVICES #214-S1511

THIS AGREEMENT, 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, County has determined that it is necessary to obtain a consultant 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;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, subconsultants, materials, equipment, and services necessary to perform the required major update to the West Slope Roadway CIP and TIM Fee Program as required by General Plan Policy TC-Xb and Implementation Measures TC-A and TC-B (hereinafter referred to as Project), and other services as may be necessary to accomplish the objectives set forth herein. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. Deliverables for the specific tasks to be provided under the Scope of Work shall be as specified therein and shall be submitted in accordance with Exhibit A, hereto. Modifications to the deliverables required in Exhibit A, hereto, or to the software

requirements may only be made in accordance with the prior written approval of County's Contract Administrator (CA).

County's CA will issue Consultant written Notices to Proceed for Tasks 1, 2, and 3 identified in Exhibit A and Consultant shall not commence work on any Task until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed.

In addition to the specific services identified in Exhibit A, this Agreement may also include Optional Tasks. Such Optional Tasks may supplement, expand or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's CA to the furtherance of the Project.

Before proceeding with any work for Task 4 – Project Contingency, under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders or Notice to Proceed to be issued in accordance with this Agreement.

The specific services for each Optional Tasks assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific Consultant staff or subconsultants to be used, and any task-related mileage budget, if applicable, on a task-by-task basis. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's CA with a written scope of work for the Optional Tasks, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Notice to Proceed or a Work Order, as applicable), which shall require written approval, authorization, and written notification to proceed from County's CA, prior to commencement of the work. No payment will be made for any Optional Tasks assignment performed prior to approval and full execution of the Notice to Proceed or Work Order, as applicable, and no payment will be made for amounts in excess of the not-to-exceed amount of the Notice to Proceed or Work Order.

Consultant shall provide County's CA with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Work Orders and Work Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Work Orders and Work Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XIX, Notice to Parties, of this Agreement.

The period of performance shall be in accordance with the dates specified in each Notice to Proceed or Work Order. No payment will be made for any work performed before or after the period of performance in the Notice to Proceed or Work Order, unless County and Consultant amend the Notice to Proceed or Work Order. No Notice to Proceed or Work Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Agreement amount.

County shall review Consultant's progress at key points as specified in Work Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Work Order. Milestones may only be changed by written agreement (may consist of an email) between County's CA, or designee and Consultant.

If a submittal or Work Order or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that are acceptable to County's CA. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's CA.

Consultant shall submit all deliverables to County's CA in accordance with Exhibit A, hereto. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

Exhibit A, Scope of Work, also outlines the scope of Consultant's subconsultants' responsibilities. All of the tasks included in the Scope of Work, hereto, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultants for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective on September 30, 2014 and shall expire on September 29, 2017.

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

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. 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 CA prior to the new rates becoming effective. Any rate increases authorized by County's CA shall not increase the not-to-exceed amount of the Agreement.

Reimbursement for mileage expenses, if applicable, 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. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct expense for any services performed under this Agreement by Consultant or by any subconsultants authorized under this Agreement.

Direct expenses, including but not limited to delivery charges, teleconferences, long distance telephone expenses, outside printing and binding expenses, and authorized outside services and expenses including subconsultants, 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.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C, marked "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 Exhibit C among the various Scope of Work tasks and items of work, Direct Expenses, and Project Contingency identified therein (not including 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 shall not exceed \$375,135 inclusive of all Work Orders, work of subconsultants, costs and expenses.

In accordance with ARTICLE XV, Prevailing Wage, Consultant shall provide County's CA with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable project. No invoice shall be paid until the certified payroll is submitted.

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 VI, 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
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Cindy Johnson
Administrative Technician

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 monthly 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 XVIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

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 V

Standards for Work: Services rendered under this Agreement shall be performed in accordance with and full compliance with the 2004 El Dorado County General Plan, Highway Capacity Manual (Transportation Research Board, 2010), El Dorado County design standards, Drainage Manual, and General Plan guidelines, Caltrans Highway Design Manual, Bridge Design Practice Manual, and all other applicable Caltrans, federal, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks assigned. Assistance, cooperation and oversight by County, Caltrans, or other regulatory agencies will not relieve Consultant of this professional responsibility.

ARTICLE VI

Progress Reports: Consultant shall submit written progress reports to County's CA at intervals that are commensurate with the requirements of the tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for County's CA to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by County's CA, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's CA. Progress reports shall include the total number of hours worked by Consultant and any authorized

subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VII

Licenses: Consultant represents that it and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing by the State of California to perform the services contemplated under this Agreement, and that Consultant and all subconsultants shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

ARTICLE VIII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's CA. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE IX

Consultant's Project Manager: Consultant designates Jim Damkowitch, Principal Planner, 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.

ARTICLE X

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, which shall be established at the issuance of individual Work Orders, without prior written approval by County's CA.

ARTICLE XI

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

ARTICLE XII

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 Agency 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.

ARTICLE XIII

Subconsulting, 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, County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Exhibit A, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Work Orders issued pursuant to this Agreement. 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.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XIV

Independent Contractor/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs

services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner, in accordance with good engineering practices, 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 or its employees or subconsultants.

ARTICLE XV

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized pursuant to this Agreement shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant and its subconsultants shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Community Development Agency. Changes, if any, to the general prevailing wage rates will be available at the same location.

Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Where applicable, Consultant and any authorized subconsultants shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and any authorized subconsultants shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

As required under the provisions of Labor Code Section 1776, Consultant and all subconsultants authorized under this Agreement shall keep accurate payroll records. Consultant shall submit certified payroll to County in accordance with ARTICLE III, Compensation for Services.

ARTICLE XVI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and

other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any Work Order issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XVII

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 XVIII

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No

such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not-to-exceed amount of the Work Order or the total amount of this Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

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
Procurement & Contract Services

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. Damkowitz
Principal Planner

or to such other location as Consultant directs.

ARTICLE XX

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 XIX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's CA, 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 XXI

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.

- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

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

ARTICLE XXIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXIV

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXV

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 XVIII, Default, Termination, and Cancellation, herein.

ARTICLE XXVI

California Residency (Form 590): All independent consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXVII

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Steven M. Pedretti, Director, Community Development Agency, or successor.

ARTICLE XXXI

Authorized Signatures: The parties to this Agreement represent that the undersigned

individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXII

Partial Invalidity: If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

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 XXXIV

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.

ARTICLE XXXV

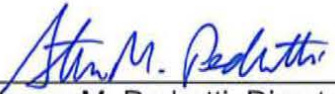
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Requesting Division Concurrence:

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

Dated: 10/15/14

Requesting Contract Administrator and Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 10/17/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Norma Santiago
Board of Supervisors
"County"

Dated: 10-31-14
Board date 9-30-14

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

By: 
Deputy Clerk

Dated: 10-31-14
Board date 9-30-14

--KITTELSON & ASSOCIATES, INC.--

By: 
Jim E. Damkowitch
Principal Planner
"Consultant"

Dated: 10/29/14

Kittelson & Associates, Inc.

Exhibit A

Scope of Work

SCOPE OF WORK DESCRIPTION:

In order to maintain the integrity of County's transportation network, County implements General Plan Policy TC-Xb and Implementation Measures TC-A and TC-B. These measures require the development of a 10- and 20-Year CIP as well as a 20-Year TIM Fee Program, with a major update every five (5) years. The TIM Fee Program Update must demonstrate nexus requirements per Assembly Bill 1600 (California Civil Code Section 6600-6608).

The purposes of this Project are: (1) to design traffic mitigation and public finance consistent with the policies of County; (2) to oversee and coordinate the work effort to update the CIP and TIM Fee Program; and (3) recommend the updated draft programs to the Board of Supervisors for approval.

Consultant shall perform the required major update to the West Slope Roadway CIP and TIM Fee Program as described in this Scope of Work.

SCHEDULE AND DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, Consultant shall submit all deliverables in accordance with ARTICLE I, Scope of Services, and as described in the Tasks and Items of Work herein.

Unless otherwise indicated below, Consultant shall submit draft documents and reports to County's Contract Administrator (CA) for review and comment. Consultant shall incorporate CA comments into the final documents or reports subject to agreement by Consultant and County's CA.

Draft deliverables shall be submitted in electronic Microsoft Word (Word) format to the CA unless otherwise stated. Final deliverables shall be submitted in Adobe Portable Document Format (pdf) to the CA unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by County for all deliverables unless otherwise mentioned.

Due to unforeseen delays, adjustments to the completion times specified in the Items of Work herein may only be made with prior written approval (may consist of an email) of County's CA.

The scope of work outlines key tasks and subtasks that are critical to the development of the Project.

The four (4) primary tasks listed below: are the required tasks to complete update to the CIP & TIM Fee program.

Task 1 – Project Management

Task 2 – Traffic Analysis

Task 3 – Economic/Fiscal Analysis

Task 4 – Project Contingency

Task 1: Project Management

Item of Work 1.1: Preliminary Work

Objective: To set the stage for a successful project that is completed on-time and on-budget.

Activities:

Consultant shall meet with County staff to establish team roles, review project parameters, review project schedule and key deliverables, and make scoping and budgeting modifications as desired by County. In addition to familiarizing Consultant with the key players and issues, roles and relationships shall be clarified to begin a cooperative effort between County staff and Consultant. Consultant shall also use this opportunity to obtain and review existing key supporting documents and other pertinent information.

Consultant shall review the history of County's TIM Fee Program from its inception to its present day form. This effort shall include review of the Resolutions adopting the TIM Fee program and its updates and other available documentation, Board of Supervisors actions, submitted fee appeals and County's administration of the program. Consultant shall identify areas of the TIM Fee Program and/or its administration that will be specifically targeted for improvement by this revision. Consultant shall work with County staff to identify known deficiencies or concerns to be incorporated into the final report.

At the kick-off meeting, Consultant shall collaborate with County staff to:

- Refine the work plan identifying critical path elements and opportunities to strengthen the resulting fee program
- Identify key data needed from County, the responsible party, and the anticipated delivery date
- Review key deliverables, their content, and timing
- Establish the overall Project schedule. The overall Project schedule will demonstrate a 12-month period for completion. Any proposed changes to the schedule shall be approved by the Contract Administrator or designee.

Consultant shall facilitate the scheduling of and conduct the kick-off meeting. Consultant shall be responsible for preparing a summary of the kick-off meeting, circulating the summary to the Project Team, receiving comments, and resolving identified issues. The Project Team may include any of the following participants, dependent on the tasks: Consultant, County staff, a technical project development team (PDT) and external working group(s) as designated by County. The PDT and external working group(s) will not be involved in all meetings or tasks. Participation and contributions will be provided by each team member.

Consultant shall finalize the draft memorandum based upon one set of consolidated, non-conflicting comments provided by County staff.

Deliverables:

- Draft and Final Memorandum 1-1: Summary of Kick-off Meeting
- Project Schedule to meet completion of project within 12-months
- First project schedule to be completed within 30 days of receipt of the Notice to Proceed demonstrating a 12-month schedule

Item of Work 1.2: Project Management and Administration

Objective:

In coordination with County staff, Consultant shall establish the ground rules for the effective execution of this Project and requisite communication and process protocols. Consultant shall also provide County with an up-to-date understanding of Project status, schedule, and budget.

Activities:

Consultant, with input from County, shall establish the assignment of lead roles versus support roles for a given task, and the proper management of the Project, including tracking of Project tasks, tracking expenditures, tracking deliverables and client communication. Consultant shall:

- Coordinate and monitor the work of the overall Project Team, including all Project sub-consultants.
- Prepare monthly progress reports that shall be submitted with invoices
- Prepare and provide quality control for all deliverables
- Attend and facilitate Project Team meetings as needed, and prepare agendas
- Ensure Project sub-consultants remain on-task, on-time, and on-budget
- Prepare comprehensive meeting notes and distribute to all meeting participants
- Serve as County's Project Manager and facilitator providing direction to sub-consultants, including content and format of presentations, interim support documents, and final reports

- Schedule and conduct bi-weekly Project status meetings and/or telephone conferences with County staff to discuss project status, critical issues, schedule and budget
- Prepare e-mail summaries of Project status meetings
- Submit a draft invoice with a progress report to County staff prior to completing work for the first project invoice period. This will allow County staff to identify any invoice modifications it would like to see prior to actual invoicing
- Prepare and submit monthly Project status and progress reports
- Prepare and submit monthly invoice prior to the 15th day of each month for work completed in the preceding calendar month

Deliverables:

- Project schedule with monthly updates
- Bi-weekly project status updates and monthly progress reports
- Meeting agendas
- Meeting notes, including summaries of discussion and decisions
- Draft invoice
- Monthly invoices with monthly progress reports

Task 2: Traffic Analysis

Item of Work 2.1: Data Collection and Model Output

Objective: To provide a foundation from which to identify a short- and long-term CIP list that addresses both existing and future deficiencies within the West Slope of El Dorado County, including a TIM Fee Program that in combination with other anticipated transportation revenue streams can finance the implementation of the CIP.

Activities:

Consultant, with input from County staff, shall obtain traffic count data from completed traffic studies performed within County. Count data can also be harvested from the El Dorado County Travel Demand Model (TDM), which includes segment counts for model validation purposes. Consultant shall obtain available Average Daily Traffic (ADT) volume count data from County staff.

Consultant shall establish a 20-year TIM Fee Program based on a 2035 horizon. Interim years of 2015 and 2025 shall be developed by linear interpolation.

A baseline year of 2015 traffic projections shall be established based on building (residential and non-residential) permits issued between 2010 and 2014, and the growth estimated to occur for the rest of 2014. Building permit data will be provided by County.

Consultant shall review the existing TIM Fee land use categories for which the fee will be calculated and make recommendations if these should be revised. Consultant shall also define the operative land use assumptions, such as persons per household and employees per square foot, to be used to forecast growth and facility demand.

Once the land use categories and assumptions are defined, Consultant shall prepare a growth forecast for each land use category. A growth forecast including the incremental residential and land use shall be prepared for both a 10-year (2015 through 2025) growth scenario and a 20-year (2015 through 2035) growth scenario. The growth forecasts will be stratified in accordance with the TDM traffic analysis zone (TAZ) structure, and presented in an electronic format using an Excel spreadsheet format. These growth forecasts shall be used as the initial starting point for the TDM runs and roadway improvement identification performed in Task 2.4.

Consultant shall finalize the draft memorandum based upon one set of consolidated, non-conflicting comments provided by County staff.

Deliverables:

- Summary map of ADT counts
- Land use baseline and projections in an Excel spreadsheet format for year 2015, 2025, and 2035
- Draft and Final Memorandum 2-1: Summary of methodology and conversion factors

Item of Work 2.2: Environmental Document

Objective: To provide the technical traffic and circulation analysis in support of the environmental review component of the project.

Activities:

Consultant shall summarize in the draft and final environmental document, existing transportation resources, constraints, deficiencies, and operating conditions in El Dorado County. Topics to be covered include existing roadway facilities, traffic level-of-service (LOS) at key roadway segments, and current County transportation policies/programs. Consultant shall describe the current status of the following County-wide transportation sub-systems:

- Roadways, including roadways of all functional classifications
- Transit services (Local and Regional Services)
- Railway facilities
- Bikeway facilities (Class I – III)
- Pedestrian facilities
- Aviation facilities

- Goods movement – truck, rail, water, and air freight
- Transportation demand management
- Transportation system management

Deliverables:

- The transportation and circulation elements of the draft and final environmental document including written summary, tables, and graphics as appropriate (See Task 3.8)

Item of Work 2.3: Determination of Appropriateness of TIM Fee Zones

Objective: To assess if the current fee benefit zone structure needs to be altered.

Activities:

Consultant shall examine altering the TIM Fee geography as part of this update. Consultant shall prepare Draft Memorandum 2-2 which will recommend scenarios aggregating or disaggregating zones.

Consultant shall work with County staff to identify and test up to three (3) TIM Fee zone change scenarios. Consultant shall develop a flexible modeling method to change model attributes for the TIM Fee zone and to extract select link results. The post-processor spreadsheet shall be modified to perform LOS evaluation for each TIM Fee zone change scenario. Consultant shall work with County staff to perform sensitivity tests of each TIM Fee zone change scenarios using the existing fee structure to evaluate the implications of each.

Consultant shall finalize the draft memorandum based upon one set of consolidated, non-conflicting comments provided by County staff.

Deliverables:

- Geographic Information System (GIS) maps showing TIM fee zone boundaries
- GIS maps showing land use estimates for 2025 and 2035
- Draft and Final Memorandum 2-2: Evaluation of TIM Fee Zone Geography

Item of Work 2.4: Travel Demand Model Runs and Preliminary Roadway Improvements

Objective: To identify existing deficiencies and collaboratively define the list of roadway improvement projects to include in the CIP and TIM Fee Programs.

Activities:

Consultant shall work collaboratively with County staff to perform the transportation analysis needed to define roadway improvement projects for inclusion in the CIP and TIM Fee Programs. The El Dorado County General Plan policies will serve as the foundation for this effort.

Existing deficiencies shall be identified based on the El Dorado County design standards and County's General Plan LOS policy.

The traffic count information assembled in Item of Work 2.1 shall be used to compare roadway segment AM and PM peak hour traffic volume to peak hour thresholds and/or volume-to-capacity ratio that exceed County's design standards and/or LOS policy.

An iterative process that considers input from County staff and the Board of Supervisors, shall be utilized to define roadway improvement projects. Consultant shall present the preliminary list of roadway improvements to the Board for input and/or approval. Roadway system Vehicle Miles Traveled (VMT) and Vehicle Hours Traveled (VHT) shall be provided for consideration as well. This process shall be repeated for up to ten (10) iterations. The land use growth projections and distribution to residential and non-residential uses developed in Item of Work 2.1 may be modified and refined for each iteration, based on input from County staff and the Board of Supervisors. The final land use growth projections reflecting the ultimate direction from County staff and the Board of Supervisors shall be documented, and the 2015, 2025, and 2035 land use projections shall be updated to reflect this ultimate direction.

Consultant shall finalize the draft memorandum based upon one set of consolidated, non-conflicting comments provided by County staff.

To gauge the approximate time frame when improvements will be necessary to address identified future deficiencies, Consultant shall perform a capacity threshold analysis. To perform the capacity threshold analysis, base year AM and PM peak hour counts shall be developed by applying link specific annual average growth factors as estimated by the travel forecasts until the peak hour volume is shown to exceed County's threshold.

Once the list of roadway improvement projects that shall be included in the CIP and TIM Fee Programs are approved by County staff and the Board, the TDM shall be used to generate the final year 2025 and 2035 travel demand forecasts that shall be used by the nexus analysis and fair-share cost allocations.

Consultant shall create a GIS layer in the latest ESRI ArcGIS software that maps the TIM Fee Program projects by planning area, using County provided GIS base map files.

Deliverables:

- One (1) electronic copy and up to five (5) bound copies of the year 2025 and 2035 roadway segment LOS results for each of up to ten (10) iterations
- Draft and Final Memorandum 2-3, which addresses and identifies the following items (One [1] electronic copy and up to twenty-five [25] bound copies of the final memorandum will be provided):
 - Existing roadway deficiencies

- Transportation and roadway improvements needed as a result of future development
- Final 2015, 2025, and 2035 land use projections that form the basis of the CIP and TIM Fee Programs
- Implementation timing needs (2015, 2025, 2035) for identified improvements
- GIS Mapping and Excel spreadsheets with breakdown of information

Item of Work 2.5: Traffic Impact Fee Estimate

Objective: To establish cost allocation for residential and non-residential land uses along with a fee credit method for non-residential land uses.

Activities:

Consultant shall review each capital roadway project developed in Task 2.4 to determine the proportion attributable to existing deficiencies and the portion attributable to future growth. This calculation shall be based on the service standards applied in Task 2.4 and trip generation estimates derived from the traffic model and demand projections.

Consultant shall develop the following TIM Fee Program parameters: (1) land use categories for fee schedule including treatment of mixed-use projects, (2) factors such as a "dwelling unit equivalent" (DUE) for allocating the fee burden among residential development types (based on unit size, affordability, age-restrictions, etc.), and (3) method for calculating fee credits for non-residential land uses.

The total costs of each infrastructure item shall be distributed among each of the land use types specified in Item of Work 2.1, based on their relative demand for each improvement. The analysis shall abide by legally defensible nexus standards in accordance with Assembly Bill (AB)1600.

TIM fees shall include two (2) components which shall be individually calculated: 1) local road, and 2) US 50. Fees can be further broken down for additional components as deemed necessary by County staff. US 50 fee component shall consist of interchange improvements in addition to the US 50 mainline. Local Road fee component may also share some costs of interchange improvements.

To address land uses with atypical trip generation characteristics (e.g., extraction and recreation-related land uses), a fee per trip shall also be developed in conjunction with a traditional fee schedule.

Consultant shall finalize the draft memoranda based upon one set of consolidated, non-conflicting comments, for each individual memorandum, provided by County staff.

Deliverables:

- One (1) meeting with Project Team to discuss potential TIM Fee Categories such as Mixed-Use
- Draft and Final Memorandum 2-4: Establishment of a Dwelling Unit Equivalent (DUE)(or similar metric)
- Draft and Final Memorandum 2-5: Fee Credit Methodology
- Draft and Final Memorandum 2-6: Draft TIM Fee Land Use Categories

Task 3: Economic/Fiscal Analysis

Item of Work 3.1: Research and Analysis

Objective: To conduct an evaluation of the current El Dorado County TIM Fee Program.

Activities:

Identify and document in Memorandum 3-1, best practices and industry standards based on descriptions of TIM Fee Programs administered by similar agencies in California. Gather data on current El Dorado County TIM Fee Program administration issues such as application of fee categories to projects. Consultant shall demonstrate that the proposed program covers the probable distribution of trips on a statistical basis over the entire network.

Consultant shall finalize the draft memorandum based upon one set of consolidated, non-conflicting comments provided by County staff.

Deliverables:

- Draft and Final Memorandum 3-1: TIM Fee Program Industry Standards and Current El Dorado County TIM Fee Program Issues

Item of Work 3.2: Develop Policy and Technical Parameters

Objective: To develop policy guidance and technical assumptions.

Activities:

Consultant shall work with County staff to review the existing TIM Fee parameters and framework and evaluate possible changes. This includes:

- Review of existing policies (i.e., TC-Xa and concurrent TC-X Policies) related to the TIM Fee including the current General Plan and other policy documents that may influence fee development considerations. Analysis of service and design standards that will facilitate decisions regarding the type, location, and level of improvements needed to help allocate costs between new and existing

development. This determination will be important as improvements needed to correct existing deficiencies must be funded with other sources.

- CIP costing approach (i.e., Consultant one [1] page cost estimation spreadsheet or the Caltrans six [6] page cost estimation spreadsheet) and development and source for per unit costs, Right-of-Way costs and quantities estimation approaches.
- Review of the existing TIM Fee land use categories for which the fee shall be calculated and make recommendations if these should be revised. Consultant shall also define the operative land use assumptions, such as persons per household and employees per square foot, to be used to forecast growth and facility demand.
- Procedure for the development of peak hour based fee structure plus a fee per daily trip procedure that can be used as a back-up if the fee land use category is considered inappropriate for the development type seeking a permit.
- Approach for deriving the portion of the fee that can be dedicated to alternative modes (i.e., pedestrian/bike facilities and transit).
- Determine the need for fee discounts in accordance with AB1600 and/or County policies or Board direction.
- Finalize recommendation for the most appropriate fee benefit zone geography.
- Confirmation of the approach for determining existing deficiencies.
- Establish the procedure for estimating the approximate time frame for when improvements will be necessary, to address identified future deficiencies.

Based on these and possible other parameters and TIM fee analysis framework approaches as described above, Consultant shall gain staff level agreement through attending up to two (2) meetings on policy guidance and technical assumptions for issues such as:

Impact of Development and Use of Fee Revenues

- Interpretation of General Plan policy TC-Xa and concurrent TC-X Policies, including LOS policies
- Improvement cost components (Right-of-Way, frontage, etc.)
- Trip basis (average daily or peak hour)
- Role of transit and other alternative modes in reducing congestion and demonstration of nexus
- Fee discounts for "Smart Growth" in accordance with AB1600
- Geographic fee zones
- Method for determining existing deficiencies

Rough Proportionality

- Analysis of TIM Fee land use categories including financial impact of Mixed-Use (from Item of Work 2.5)
- DUE or comparable factors for allocating costs between land uses including adjustments for trip generation rate, pass-by and diverted trips, trip length, and trip responsibility (origin versus destination)

Program Administration

- TIM Fee credit and reimbursement guidelines
- TIM Fee deferral program
- TIM Fee appeal process

Deliverables:

- Consultant shall attend up to two (2) Policy Guidance and Technical Assumptions meetings with County staff
- TIM Fee parameters and framework documentation shall be provided in Memorandum 3-2 described below as part of Item of Work 3.3

Item of Work 3.3: Cost Allocation

Objective: Conduct Preliminary Nexus Analysis and calculate draft fee schedules.

Activities:

Consultant shall review El Dorado County's existing and proposed TIM Fee guidelines, procedures and agreements, and provide recommendations for improvements, alternatives or modifications consistent with County's Ten- and Twenty-Year CIPs. Include analysis of fee deferral program and fee appeal process (These tasks are included in Item of Work 3.2 scope).

Consultant shall develop and document a model to create the nexus between unfunded improvement costs and projected future development, based on the policy guidance and technical assumptions developed in Item of Work 3.2 and the West Slope Roadway CIP Report developed in Item of Work 3.6 herein below. The model should allocate improvement costs to future private development and calculate fee schedules based on (1) the need for improvements to achieve LOS objectives, (2) existing deficiencies, (3) geographic zone (using select link analysis), (4) DUE factors by land use (fee) category and (5) exempt growth such as existing entitlements, new public facilities, and external-external trips. The model should easily allow County staff and policymakers to refine assumptions and evaluate the impact on funded improvements and the fee schedules.

Consultant shall develop three (3) alternative approaches to the nexus analysis and conduct three (3) iterations of each. Variables to be considered include geographic zones, land-use categories, and DUE or comparable cost allocation factors.

Consultant shall attend up to ten (10) meetings with County staff to review and refine the alternative approaches.

Consultant shall finalize the draft memorandum based upon one set of consolidated, non-conflicting comments provided by County staff.

Deliverables:

- Up to ten (10) meetings with County staff
- Draft and Final Memorandum 3-2: Project Policy Guidance and Technical Assumptions, TIM Fee Categories; Updated TIM Fee Deferral Program for Residential and Non-residential; and TIM Fee Appeal Process Document

Item of Work 3.4: Develop Roadway Improvement Cost Estimates

Objective: To develop roadway project description and preliminary cost estimates and schedule tables for the list of CIP projects in the TIM Fee Program Report identified in Task 3.6, herein below.

Activities:

This assumes a total of forty (40) projects shall be analyzed: thirty (30) updates to existing projects, and ten (10) new projects. This assumes that State facilities will utilize prior studies or those in process and provide updated cost estimates based on delivery year. For existing TIM Fee projects, it is assumed that quantities will be provided to Consultant by others, an aerial review will be conducted for changed conditions, and unit costs shall be updated from bid summaries provided by County. For new projects, Consultant in coordination with the County shall develop a planning level cost estimation methodology that shall utilize design criteria provided by County based upon roadway classification, project type and jurisdictional oversight (i.e., Caltrans). The characteristics of the projects are as follows:

- New roadways
- Roadway widenings
- Frontage improvements
- Median installation
- Two way left turn lane installations
- Turn pocket installation
- Intersection signalization and turn lane modifications
- Bridge rehabilitation and replacements

Consultant shall utilize schematic geometric configurations from County's current roadway design standards or other guidelines as accepted by County and preliminary structure types of proposed projects. Consultant shall develop preliminary cost

estimates based on aerial photo review (from existing available sources), and current assessor parcel information. Consultant shall consider the following elements that may impact Project cost:

- Land use (current and planned)
- Right-of-Way/relocations
- Wetlands and potential environmental impacts
- Services and utilities
- Topography and grade
- Non-standard design features

It is assumed that County (or others) will supply the following data:

- As-built drawings
- Bid summaries for unit costs
- Utility information and/or GIS data
- Right-of-Way data and recent appraisal costs
- Project Study Reports
- Atypical intersection layouts
- Bridge Inspection Reports (BIR) and Structure Maintenance and Investigations (SM&I)

Many of the Interchange modifications, Freeway High Occupancy Vehicle (HOV) and auxiliary lane modifications are currently under study by County. It is assumed that the cost estimates for the following Interchanges will utilize the existing County study estimates for the TIM Fee update:

- Ponderosa Road/US 50
- Silva Valley Parkway/US 50 Phase II
- Cameron Park/US 50 (Note: Additional work may be required should a phased interchange be proposed and/or the delivery year need adjusting, not in scope)

For the Missouri Flat/US 50 Ultimate Interchange, Consultant shall update the costs from the 2008 Project Report based on the delivery year. Consultant shall coordinate with the work which shall be done in parallel in the creation of the Missouri Flat Master Circulation and Master Circulation Phase II which shall look at alternatives to ultimate interchange improvements to incorporate into the TIM Fee and CIP Program updates.

For the El Dorado Hills Boulevard/US 50 Interchange packages, there is only one (1) phase remaining that does not have cost estimates (eastbound US 50 on-ramp and auxiliary lane to Silva Valley loop off-ramp). Consultant shall provide an estimate for this project based on County furnished geometrics from the Silva Valley Parkway/US 50 Phase II.

For the El Dorado Road/US 50 Interchange, Consultant shall utilize the 2004 TIM Fee estimate and update to the projected delivery year. Consultant shall review any updates to Caltrans design standards and provide an estimate of added costs.

For the Bass Lake Road/US 50 Interchange, Consultant shall utilize the 2004 TIM Fee estimate and update to the projected delivery year. Consultant shall review any updates to Caltrans design standards and provide an estimate of added costs.

For the Cambridge Road/US 50 Interchange, Consultant shall utilize the 2004 TIM Fee estimate and update to the projected delivery year. Consultant shall review any updates to Caltrans design standards and provide an estimate of added costs.

Where possible, Project estimates from the EDCTC Project Monitoring Report (April 2014), shall be used.

Consultant shall develop Project descriptions and preliminary cost estimates for the list of existing and new projects that are generated from the TIM Fee update. This shall be based on a cost per square foot of area with contingency percentages. The Project cost elements shall include:

- Brief project description with project type, name, location map
- Supervisor District
- Area observations and context
- Project length, number of lanes and/or quantity
- Preliminary Engineering and Environmental Documentation (PAED) cost
- Project Plans, Specifications and Estimate (PS&E) cost
- Right of Way cost
- Construction cost
- Construction support and close out cost
- Phasing Plans
- Contingency assumptions
- Allocation of work between County Staff and consultants
- Total of all costs for each project based upon delivery year

Note: Funding source can have a significant effect on Project costs, (i.e., NEPA clearance and added processes involving Caltrans). Therefore, these estimates shall consider potential funding allocations by phase.

These estimates and the roadway project phase elements shall be distributed by fiscal year based on the priorities and funding opportunities set by Consultant and County. Construction items shall be rolled-up to populate the CIP projects in the TIM Fee Program Report. The unit costs for construction items shall be based on current bids from County and Consultant's project archives. Consultant shall follow the latest versions El Dorado County design standards, Drainage Manual, and General Plan guidelines. Where appropriate, Caltrans Highway Design Manual, and Bridge Design Practice Manual, will be used.

Consultant shall identify up to ten (10) new roadway projects – eight (8) Road and two (2) Bridge or to fee limit. Five (5) will be interchange updates.

Consultant shall update cost estimates, roadway descriptions and schedule tables for CIP projects in the TIM Fee Program for up to thirty (30) existing roadway project updates - 24 Road and six (6) Bridges or to fee limit.

Deliverables:

- Draft & Final Cost estimates, roadway project descriptions and schedule tables for CIP projects in TIM Fee Program for up to ten (10) new roadway projects.
- Draft & Final Cost estimates, roadway project descriptions, and schedule tables for up to thirty (30) existing roadway projects.

Item of Work 3.5: Identify Funding Requirements and Sources

Objective: To develop a funding plan.

Activities:

Compare the capital improvement costs identified in Item of Work 3.4 with reasonably anticipated discretionary and non-discretionary funding from Federal, State, and local sources. Integrate current TIM Fee program fund balances and developer contribution requirements. Calculate funding gap for use in Item of Work 3.6.

Consultant shall finalize the draft memorandum based upon one set of consolidated, non-conflicting comments provided by County staff.

Deliverables:

- Draft and Final Memorandum 3-4: Cost and Funding Alternatives Memorandum

Item of Work 3.6: West Slope Roadway Capital Improvement Program Report

Objective: To develop the West Slope Roadway CIP.

Activities:

Specify the transportation facility improvements that are proposed to be funded, all or in part, by the TIM Fee Program, as well as specify the transportation facility improvements which are existing deficiencies, and therefore not eligible to use TIM Fees. Document the CIP in an infrastructure cost database, in spreadsheet format, that directly links to the nexus model and fee schedules described in Item of Work 3.3. The infrastructure cost database shall include Project type, name, location, size or quantity, cost, and non-fee funding sources.

Develop a public facility financing plan for TIM Fee program improvements based on capital project commitments and phasing and TIM Fee revenues.

Consultant shall provide a narrative Project descriptions, estimate methodologies and cost/schedule estimates and tables that shall be contained in the Draft and Final Reports for TIM Fee Update Report. Assumes forty (40) projects will be analyzed: thirty (30) updates to existing projects; and ten (10) new projects. Of the forty (40) projects analyzed, five (5) will include interchange updates.

Consultant shall finalize the draft report based upon one set of consolidated, non-conflicting comments provided by County staff.

Deliverables:

- Database including CIP projects, descriptions and funding
- Draft and Final West Slope Roadway CIP Report Project narratives, estimate methodologies, Design Criteria based upon roadway classification, and cost/schedule estimates in tables that shall be contained in the Draft and Final Reports for TIM Fee Update Report.

Item of Work 3.7: Develop Nexus Study and Calculate Impact Fees

Objective: To document the final nexus analysis in a report.

Activities:

Consultant shall prepare the draft Nexus Study report documenting assumptions, approach, and methodologies used to calculate the fee schedules. Consultant shall include guidance for the ongoing administration of the program, including process for annual fee adjustments, periodic reviews of the program, and other significant program implementation tasks.

Deliverables:

- Draft and Final Nexus Study. Consultant shall respond to up to three (3) sets of comments.

Item of Work 3.8: Environmental Document**Objective:**

Prepare an environmental document consistent with the requirements of the California Environmental Quality Act (CEQA). For purposes of the Project budget, it is assumed that an Initial Study-Mitigated Negative Declaration (IS-MND) shall be completed that will analyze the impacts associated with both the updated CIP and the TIM Fee Program, and identify applicable mitigation measures to reduce any significant impacts to a less than significant level.

Activities:

The environmental document for the updated CIP and TIM Fee Program shall provide a broad overview of the potential environmental consequences of adopting and implementing the proposed programs. For any identified significant impacts, Consultant shall work closely with County staff to develop solutions with a perspective of enhancing the updated CIP and TIM Fee Program by minimizing or avoiding potential environmental impacts.

Consultant shall address the following issues in the IS-MND:

- Air quality
- Biological resources
- Greenhouse gases/climate change
- Hydrology and Water Quality
- Noise
- Transportation

Consultant shall also discuss other issues contained on the CEQA Appendix G checklist not identified above; however, those issues are anticipated to be "less than significant" and thus warrant less detailed analysis. The following lists include the key tasks involved in analyzing each of the main environmental issues.

Air Quality

- Summarize state/federal air pollution regulations and standards
- Discuss current and future air quality within the Western slope of El Dorado County

- Conduct qualitative assessment of emissions associated with roadway improvement projects identified in the updated CIP and TIM Fee Programs
- Identify potential air quality conformity measures

Biological Resources

Consultant shall collect regional background information on biological resources that could be affected by improvement projects contained in the CIP and TIM Fee Program. The collected information shall include:

- Database queries (California Natural Diversity Data Base (CNDDDB), California Nature Plant Society (CNPS), U.S. Fish and Wildlife Information Planning and Conservation System (USFWSIPaC))
- Reviews of regional planning documents
- Information from relevant past projects
- Information provided by agency biologists

The Impact Analysis shall include:

- Description of methodology and significance thresholds
- Project impacts and mitigation measures (conceptual)
- A summary of specific roadway improvement projects that may result in impacts to biological resources

Greenhouse Gases/Climate Change

- Summarize applicable greenhouse gas (GHG) regulations, including AB 32 and Senate Bill (SB) 375
- Conduct qualitative assessment of emissions associated with roadway improvement projects identified in the updated CIP and TIM Fee Programs
- As necessary, recommend feasible measures to meet emission reduction targets

Hydrology and Water Resources

- Identify regional water resources based on Federal Emergency Management Agency Flood Insurance Rate Maps and existing information available in locally adopted Safety Elements and Master Drainage Plans, as well as other available information
- Qualitatively discuss potential impacts to surface and groundwater quality
- Discuss applicable National Pollutant Discharge Elimination System (NPDES) water quality standards and permit requirements

Noise

- Collect information regarding ambient noise and local noise policies from readily available sources (general plan noise elements, recent environmental studies)

- Identify noise compatibility conflicts associated with roadway and other sources
- Identify appropriate standards for project-level analysis and mitigation of noise impacts

Transportation

- Identify key transportation system components (roadways, transit facilities/routes, bicycle/pedestrian facilities)
- Utilize County-provided traffic data and any traffic analysis associated with Item of Work 2.2 to assess impacts to system-wide impacts
- Identify conflicts with alternative transportation system (i.e., transit, bicycle, pedestrian) plans and policies

It is anticipated that overall Project-related effects shall be beneficial, because the CIP and TIM Fee Programs involve programming of regional transportation measures intended to improve traffic flow conditions. This section shall review both the long and short-term effects of the CIP and TIM Fee Program implementation, including construction impacts that may result from implementation of individual projects.

Where applicable, Consultant shall evaluate the secondary impacts associated with project mitigation. Residual impacts shall be classified as to their significance after mitigation.

Specific tasks include:

1. **Environmental Kickoff Meeting** – Consultant shall attend an environmental kickoff meeting for the Project. This meeting shall serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules shall be finalized and details for scheduled tasks shall be discussed. Consultant shall use this opportunity to collect any relevant studies and information not already transmitted. The kickoff meeting shall also allow County and Consultant opportunity to thoroughly discuss the approach to environmental evaluation. Community concerns that have surfaced to date shall also be discussed. Additionally, Consultant shall have an opportunity to confirm the CIP and TIM Fee Program projects list.
2. **Administrative Draft Initial Study (IS)** – Consultant shall prepare an Administrative Draft IS for County review. Consultant shall use County's preferred IS format, although we assume the IS will follow the checklist in Appendix G of the CEQA Guidelines. The Administrative Draft IS shall address all of the items on the environmental checklist. Whenever possible, impacts will be quantified. To the maximum extent feasible, existing technical studies shall be used.

Consultant shall submit an electronic copy of the Administrative Draft IS-MND in PDF and Word format. Consultant shall meet with County staff to review the findings of the IS and make a recommendation on the type of CEQA document that shall be required for the Project.

3. **Draft IS-MND** – Assuming that the Administrative Draft IS concludes that all impacts can clearly be reduced to a less than significant level, Consultant shall respond to County comments on the Administrative Draft IS-MND and submit twenty (20) hard copies and ten (10) CD copies (in PDF form) of the Draft IS-MND. If necessary, Consultant shall provide a single screen-check version of the Draft IS-MND for County review and approval prior to publication. Consultant shall be responsible for mailing of the IS-MND to the State Clearinghouse and responsible agencies, and County will be responsible for newspaper and other noticing required by CEQA.

4. **Final IS-MND** –

Response to Comments: Subsequent to receipt of all public comments on the Draft IS-MND, Consultant shall prepare formal responses to comments for County staff review. The responses to comments shall include a list of commenters (including persons, organizations, and agencies), comment letters, responses to comments, and any added or revised text of the Draft IS-MND that may be necessary. All responses shall include reasoned analysis and, as necessary, shall include additional analysis. While Consultant shall provide responses to all comments that pertain to an environmental issue, this scope of work assumes that County will provide responses to comments that pertain to the updated CIP and/or TIM Fee Program itself. The final version of the responses to comments shall be incorporated as an appendix to the Final IS-MND. To clarify effort level assumed for this item of work, the anticipated maximum number of staff hours allocated for review and response to comments is twenty-five (25) hours. County CA may issue a work order if additional effort is required

Mitigation Monitoring and Reporting Program (MMRP). The Final IS-MND shall include a mitigation monitoring and reporting plan (MMRP) in accordance with County requirements. The MMRP shall be a table listing all mitigation measures and indicating what monitoring actions are required, the County department(s) responsible for monitoring, and when monitoring is to occur. The program includes:

- Suggested wording as a condition of Project approval
- Identification of persons/agencies responsible for monitoring compliance with each condition
- Timing when monitoring must occur
- Frequency of monitoring
- Criteria to be used to determine compliance with conditions

Final IS-MND. Subsequent to County review of the Responses to Comments and MMRP, Consultant shall prepare and deliver to County the Final IS-MND, which shall include all comment letters and responses, the Mitigation Monitoring and Reporting Program (MMRP), and the Draft Environmental Impact Report (EIR) with edits/additions incorporated. Consultant shall print the Final IS-MND for County distribution for Board hearings. Consultant shall also prepare a PDF of the final report to be posted on County's website.

Findings/Notice of Determination (NOD). Consultant shall prepare the NOD form to be filed with County Recorder-Clerk's office following certification of the EIR and approval of the updated CIP and TIM Fee Program. This scope of work assumes that El Dorado County will pay all filing fees for the IS-MND and associated notices. In addition, Consultant shall prepare draft and final CEQA Findings. The draft findings would comply with Section 15091 and 15093 of the CEQA Guidelines and shall be submitted in County's preferred format.

Public Hearings – Consultant shall attend up to two (2) public hearings on the Project. Upon direction of County's CA, Consultant shall make a presentation to the Board summarizing the environmental review process and IS-MND conclusions (OPTIONAL). Consultant shall work with County staff to develop presentation materials for the public meetings.

Deliverables:

Admin Draft IS-MND:

- Five (5) CD copies in .PDF and MS Word format for review by County Staff (up to three [3] rounds of review)

Draft IS-MND:

- Twenty (20) hard copies and ten (10) CD copies of the Draft IS-MND for Public Review
- Notice of Completion (NOC) to be filed with State Clearinghouse for the Draft IS-MND

Final IS-MND:

- Draft and Final Response to Comments
- Draft and Final MMRP
- Ten (10) hard copies and ten (10) CD copies of the Final IS-MND for Board hearings
- Draft and Final CEQA Findings
- NOD form
- Board hearing presentation meeting materials for up to two (2) public hearings

- Summary of public comments received (to be provided in the Final IS-MND)

Item of Work 3.9: Produce and Present Draft and Final Reports for TIM Fee Update

Objective: To document the updated TIM Fee program in a report.

Activities:

Consultant shall prepare a TIM Fee report detailing the improvement costs, cost allocation methodology, nexus relationship, and the resulting recommended development impact fees, along with any other information and/or analysis required pursuant to General Plan Policies and Implementation Measures and/or other applicable laws.

Consultant shall produce an Administrative Draft for review by staff prior to release for public review. The Public Draft shall incorporate Project Team's comments on the Administrative Draft. County will develop an appropriate distribution list and circulate electronic versions of the Draft TIM Fee Plan to the public and applicable agencies, stakeholders and interest groups for public review.

Chapter 1: Executive Summary

Consultant shall provide a brief overview of General Plan Policy TC-Xa and the concurrent TC-X policies and the nexus concept. Consultant shall describe major tasks accomplished in the study and major recommendations.

Chapter 2: Existing, Near-Term and Future Deficiencies and Peak Hour Trips

Consultant shall identify performance standards to determine whether roadways will operate with deficiencies. Identify volume/capacity methodology for each facility type. Consultant shall describe transportation forecasting methodology. It is anticipated that the TDM shall provide the basis for this information.

Chapter 3: Project List and Cost Estimates

Consultant shall list and describe a classification for each improvement, such as: roadways, intersections, sidewalks, bicycle lane projects, traffic calming projects, transit service improvement projects, and ongoing administrative costs for transportation monitoring programs (i.e., traffic model update costs, traffic study guideline updates and Circulation Element updates). Consultant shall identify the cost anticipated for each improvement classification.

Chapter 4: Program Costs and Fee Calculation

Consultant shall explain the recommendations for impact fee amounts and their basis, and provide a description of the methodology used in their calculation. Consultant shall identify a specific fee amount for the following land use types: Multi-family Dwellings (MFD), Single Family Dwellings (SFD), Age-restricted MFD, Age-restricted SFD, High-Trip Commercial, General Commercial, Office, Industrial, Warehouse, Churches and Gas Stations.

Chapter 5: Nexus Findings

Consultant shall explain how fees meet or exceed the basic requirements set forth in the General Plan and provide an overview of the Nexus Study as required as part of Item of Work 3.7.

Chapter 6: Recommended Changes to TIM Fees

Identify best practices in TIM fees that recent programs include, but are lacking in County's existing TIM Fee program.

Appendix A – Policy TC-Xa and Concurrent TC-X Policies

Appendix B – Existing and future land uses by TAZ Zone

Appendix C – Traffic Forecast Details

Appendix D – Detailed Cost Estimates

Consultant shall integrate comments from County staff and produce public draft TIM Fee report for Board review. Consultant shall integrate Board comments and produce final adopted TIM Fee report. Consultant shall respond to up to three (3) sets of consolidated comments prior to finalizing.

Consultant shall separately provide spreadsheet model to County to update fees annually for cost inflation and adjust capital financing plan. Consultant shall respond to up to three (3) sets of consolidated comments prior to finalizing (the nexus model review may be completed as part of Item of Work 3.3).

Deliverables:

- Up to two (2) Board study sessions or public hearings as specified in Item of Work 1.3 (budget for these meetings is included in Item of Work 1.3)
- Draft and Final spreadsheet model (this deliverable shall be completed as part of Memorandum 3-4 under Item of Work 3.3).
- Administrative, Public, and Final Draft of TIM Fee Report
- Draft and Final Resolution for Board Adoption
- Coordination with Media for Required Public Notice
- Fees Spreadsheet Model

Item of Work 3.10: Produce Administrative Procedures Manual

Objective: To provide a manual to guide the ongoing administration of the TIM Fee program.

Activities:

Consultant shall produce an Administrative Procedures Manual (Manual) to assist County staff in implementing the various facets of the revised TIM Fee policy and conditions. The Manual shall communicate the various aspects of the TIM Fee policy as

procedures to clarify implementation for County staff and the public.

Consultant shall examine the Caltrans Highway Cost Index (CHCI) as an alternative index to calculate annual fee adjustments due to its direct relationship to the transportation construction industry.

The Manual shall address:

1. Developer reimbursements and credits
2. Annual fee adjustment
3. Land use definitions
4. Exemptions and waivers
5. Appeals process
6. Reporting requirements, including contents of annual and five-year statutory reports
7. Milestones for updating program

Deliverables:

- Two (2) meetings with Project Team to review document
- Administrative and Draft and Final Procedures Manual. Consultant shall to respond up to three (3) sets of consolidated comments

Task 4 - Project Contingency

This task provides for unanticipated services or costs necessary to successfully complete the Project. Services covered under this task include, but are not limited to:

- Additional Meetings
- Public Outreach Activities
- Staff Training
- Data Collection Activities
- Environmental Document
- Refined cost estimates for CIP projects

Consultant shall not undertake any services under this Task without the express written approval of the County CA.

Kittelson & Associates, Inc.

Exhibit B

Billing Schedule

Labor Rates

Classifications	Hourly Rate
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 to a maximum of five percent (5%) increase per year which shall require written approval and acceptance by County's CA 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.

Kittelson & Associates, Inc.

Exhibit C

Cost Proposal*

Task 1: Project Management

Item of Work 1.1	Preliminary Work	\$	5,990.00
Item of Work 1.2	Project Management and Administration	\$	27,160.00

Task 2: Traffic Analysis

Item of Work 2.1	Data Collection and Model Output	\$	17,230.00
Item of Work 2.2	Environmental Document	\$	3,440.00
Item of Work 2.3	Determination of Appropriateness of TIM Fee Zones	\$	18,240.00
Item of Work 2.4	Travel Demand Model Runs and Preliminary Roadway Improvements	\$	40,850.00
Item of Work 2.5	Traffic Impact Fee Estimate	\$	15,060.00

Task 3: Economic/Fiscal Analysis

Item of Work 3.1	Research and Analysis	\$	2,280.00
Item of Work 3.2	Develop Policy and Technical Parameters	\$	1,920.00
Item of Work 3.3	Cost Allocation	\$	18,720.00
Item of Work 3.4	Develop Roadway Improvement Cost Estimates	\$	9,200.00
Item of Work 3.5	Identify Funding Requirements and Sources	\$	2,000.00
Item of Work 3.6	West Slope Roadway Capital Improvement Program Report	\$	14,620.00
Item of Work 3.7	Develop Nexus and Calculate Impact Fees	\$	2,870.00
Item of Work 3.8	Environmental Review Document	\$	4,140.00
Item of Work 3.9	Produce and Present Draft and Final Reports for TIM Fee Update	\$	7,280.00
Item of Work 3.10	Produce Administrative Procedures Manual	\$	7,225.00

Consultant Subtotal \$ 198,225.00

Task 4: Project Contingency

\$ 25,000.00

Subconsultants:

Urban Economics	\$	71,200.00
Quincy Engineering, Incorporated	\$	37,375.00
Rincon Consultants, Inc.	\$	20,250.00

Subconsultant Subtotal \$ 128,825.00

Direct Expenses \$ 23,085.00

Total Cost Proposal \$ 375,135.00

*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 Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work, Direct Expenses, and Project Contingency identified herein (not including 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.