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Kittleson & Associates, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #214-S1511

THIS FIRST AMENDMENT to that Agreement for Services #214-S1511 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Kittleson & 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, Consultant has been engaged by County 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, dated October 31, 2014, incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

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

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$141,860, amending **ARTICLE III, Compensation for Services** and adding **Amended Exhibit C**;

WHEREAS, the parties hereto desire to amend the Agreement to add **Amended Exhibit A**, amending **ARTICLE XIII, Subconsulting, Assignment and Delegation**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #214-S1511, as follows:

ARTICLE I, Scope of Services, the first, second, third, tenth, and eleventh paragraphs of the original Agreement are amended in their entirety to read as follows:

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," and Amended Exhibit A, marked "Amended Scope of Work," both exhibits 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 and Amended Exhibit A, hereto. Modifications to the deliverables required in Exhibit A and Amended 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, 3 and 5 identified in Exhibit A and Amended 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 and Amended 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.

Consultant shall submit all deliverables to County's CA in accordance with Exhibit A and Amended 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, and Amended Exhibit A, Amended Scope of Work also outlines the scope of Consultant's and subconsultants' responsibilities. All of the tasks included in the Scope of Work and Amended 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 III, Compensation for Services, the first, fifth, and sixth paragraphs of the original Agreement are amended in their entirety to read as follows:

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A and Amended 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 of budgeting the Tasks in Exhibit A and Amended Exhibit A, the billing amounts for each Task are identified in Amended Exhibit C, marked "Amended Cost Proposal*," incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Amended 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 as amended, shall not exceed \$516,995 inclusive of all Work Orders, work of subconsultants, costs and expenses.

ARTICLE XIII, Subconsulting, Assignment and Delegation, the first paragraph of the original Agreement is amended in its entirety to read as follows:

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, and Amended Exhibit A, Amended Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Project Contingency 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 Project Contingency 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.

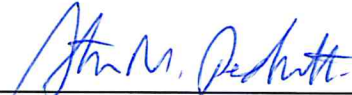
Except as herein amended, all other parts and sections of Agreement shall remain unchanged and in full force and effect.

Requesting Division Concurrence:

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

Dated: 1/13/15

Requesting Contract Administrator and Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 1/13/15

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #214-S1511 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Brian K. Veerkamp, Chair
Board of Supervisors
"County"

Dated: 1-13-15
Board date 12-16-14

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

By: 
Deputy Clerk

Dated: 1-13-15

-- KITTELSON & ASSOCIATES, INC. --

By: 
Jim E. Damkowitz
Principal Planner
"Consultant"

Dated: 1/13/15

Kittelson & Associates, Inc.

Amended Exhibit A

Amended Scope of Work

Task 5: Board and Public Agency Presentations and Public Workshops

Objective:

To build a consensus and develop a mutual understanding of impact fee policy ensuring that stakeholder interests and concerns are heard and considered to maximize community acceptance of the CIP and TIM Fee Program.

Activities:

Consultant shall lead a Public Outreach program which includes communication with elected officials and extensive outreach to the broad range of stakeholders and interested parties.

Consultant shall attend and present findings at up to twenty-seven (27) meetings. The dates of all public outreach shall be coordinated with CA or CA's designee. The strategies of the Board of Supervisors and public outreach effort include:

- Early and ongoing coordination with the Board of Supervisors
- Outreach meetings with small groups of stakeholders with similar concerns
- Development of interactive opportunities for engagement in the field
- Utilization of social media to promote engagement opportunities
- Leverage local news media and trade publications
- Develop/enhance partnerships with business, industry associations and organizations

Item of Work 5.1: Board of Supervisors Study Sessions, El Dorado County Planning Commission, and El Dorado County Transportation Commission Presentations

Consultant shall make one (1) presentation each to the El Dorado County Planning Commission and the El Dorado County Transportation Commission (EDCTC), and hold up to eight (8) Study Sessions with the Board of Supervisors to get early and regular input on the Project, proposed projects and fees.

Deliverables:

- One (1) EDCTC meeting
- One (1) El Dorado County Planning Commission meeting
- Up to eight (8) Board of Supervisors Study Sessions
 - Up to six (6) Board of Supervisors Study Sessions shall be held prior to finalizing a draft CIP and TIM Fee Program to obtain input on required roadway infrastructure requirements as needed through 2035.
 - Up to two (2) additional Board of Supervisors Study Sessions shall be used in the adoption of the CIP and TIM Fee Program Updates.
 - One (1) rehearsal session prior to Board of Supervisors hearing

- Prepare reports for County staff presentations to Board of Supervisors, El Dorado County Planning Commission, EDCTC, and stakeholders and shall be reviewed and approved by CA or CA's designee
- Prepare and make public presentations to El Dorado County Planning Commission, EDCTC, Board of Supervisors, and at community meetings
- Handouts and presentation materials shall be prepared by Consultant for all Board of Supervisors presentations, El Dorado County Planning Commission and EDCTC meetings and shall be reviewed and approved by CA or CA's designee

Item of Work 5.2: Public Workshops

Consultant and County staff shall hold three (3) rounds of traditional public workshops to provide an opportunity for residents and all interested parties to share concerns and pose questions relative to the Fee Update. The workshops shall be held in two (2) diverse locations throughout the study area for each round (up to six [6] workshops total). The workshops shall consist of:

- Presentation- Overview of the purpose, structure and parameters of the TIM Fee Program
- Facilitated discussion/Q&A regarding the process and concerns
- Review of comments received

Consultant shall test the content and format of the workshop with County staff prior to the scheduled workshops in a rehearsal session at County's office.

Deliverables:

- Three (3) rounds of two (2) public traditional workshops, six (6) total in selected communities. Dates and locations to be coordinated with County.
- One rehearsal session prior to each round of public workshops, three (3) rehearsals total.
- Prepare and make public presentations for community meetings to be reviewed and approved by CA or CA's designee.
- Handouts and presentation materials shall be prepared by Consultant for all public workshops and shall be reviewed and approved by CA or CA's designee.

Item of Work 5.3: Stakeholder Presentations/Mini-Workshops

Consultant and County staff shall conduct two (2) rounds of Mini-Workshops/Roundtable Discussions at four (4) separate locations with an identified stakeholder group; the first to identify key issues and concerns and the second to vet proposed fees. Consultant anticipates participation by 12-20 individuals or representatives of the following groups:

Building Industry/Developers

- Local Businesses/Economic Development Interests (Chambers of Commerce, Economic Development Partnership, Tourism)
- Wine Industry (Growers/Wineries/Event Centers)
- Rafting/Eco-Tourism Interests

Consultant shall also work with County staff to identify potential participants and promote the workshops within those target populations. Consultant shall publicize and promote the outreach meetings, identify appropriate stakeholders, and prepare collateral materials for use in the workshops. Consultant shall prepare reports for stakeholders, which shall be reviewed and approved by CA or CA's designee.

Deliverables:

- Eight (8) total (two [2] rounds of meetings at four [4] separate locations) Mini-Workshops/Roundtable Discussions with key stakeholder groups
- Collateral materials for workshops
- Reports for stakeholders

Item of Work 5.4: Website and Social Media

Consultant shall establish a Project website, which is accessible via a link to County's website, to post all relevant information about the development of the Major CIP and TIM Fee Update. Consultant shall coordinate this effort with County staff. This shall include:

- Project Overview
- Library and Background Documents
- Meetings and Workshops
- Comment/Questions
- Contact Information

The website shall be updated by Consultant on a regular basis. Consultant shall also support the plan as follows:

- Development of an eBlast database for stakeholders, meeting attendees and other Project participants
- Development of an eBlast system to send regular updates regarding the Fee Update
- Posts on Facebook, Twitter and other relevant social media promoting engagement opportunities.
- Creation of an eBlast list

Deliverables:

- Project Website Development with web based tool
- Development of an eBlast database for stakeholders, meeting attendees and other Project participants
- Development of an eBlast system to send regular updates regarding the Fee Update
- Posts on Facebook, Twitter and other relevant social media promoting engagement opportunities

All deliverables shall be reviewed and approved by CA or CA's designee.

Item of Work 5.5: Media Relations and Collateral Development

Consultant shall prepare appropriate collateral materials and outreach tools to engage news media throughout the Project. This shall include:

- Creation and distribution of news releases and tip sheets
- Development of Fact Sheets, FAQs and other materials
- Development of posters/flyers promoting upcoming meetings and workshops
- Outreach Summary Report which includes documentation of public comments from all public outreach efforts including web based surveys and interactive web based tool results

All efforts shall be coordinated with County staff.

Deliverables:

- News Releases and tip sheets
- FAQs and other materials
- Posters and flyers advertising outreach (meetings and workshops)
- Outreach Summary Report

All deliverables shall be reviewed and approved by CA or CA's designee.

Item of Work 5.6: Draft and Final Public Participation Plan

Consultant shall prepare a Draft Public Participation Plan that shall detail the outreach approach and methods used to engage both the public and stakeholders. This Draft Public Participation Plan shall provide the "blueprint" for carrying out the outreach efforts throughout the Project.

Consultant shall prepare a Final Public Participation Plan detailing all outreach efforts including documentation of all outreach products, outcomes and activities including all survey results, attendance statistics, web-based tool participation and input, public comments, newspaper and media coverage and shall include all feedback and input received from all respective public outreach mediums used to engage both the public and stakeholders.

Deliverables:

- Draft Public Participation Plan which shall be reviewed and approved by CA or CA's designee
- Final Public Participation Plan which shall be reviewed and approved by CA or CA's designee

Kittleson & Associates, Inc.

Amended Exhibit C

Amended 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 Review 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

Task 5: Board and Public Agency Presentations and Public Workshops

Item of Work 5.1	Board Study Sessions and Planning Commission and EDC-CTC Presentations (10)	\$	25,670.00
Item of Work 5.2	Public Workshops (6: 3 rounds at 2 locations) + Public Workshop Rehearsals (3)	\$	49,030.00
Item of Work 5.3	Stakeholder Presentations/Mini-Workshops (8)	\$	16,040.00
Item of Work 5.4	Website and Social Media	\$	5,030.00
Item of Work 5.5	Media Relations & Collateral Development	\$	500.00
Item of Work 5.6	Draft and Final Public Presentation Plan	\$	870.00

Consultant Subtotal \$ 295,365.00

Task 4: Project Contingency

\$ 25,000.00

Subconsultants:

Urban Economics	\$	71,200.00
Quincy Engineering, Incorporated	\$	37,375.00
Flint Strategies	\$	44,720.00
Rincon Consultants, Inc.	\$	20,250.00

Subconsultant Subtotal \$ 173,545.00

Direct Expenses \$ 23,085.00

Total Cost Proposal \$ 516,995.00

*All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various 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, as amended, be exceeded.