

Kittelson & Associates, Inc.

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #214-S1511

THIS THIRD AMENDMENT to that Agreement for Services #214-S1511 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Kittelson & Associates, Inc., an Oregon corporation duly qualified to conduct business in the State of California, whose principal place of business is 610 S.W. Alder Street, Suite 700, Portland, Oregon 97205 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 pursuant to Agreement for Services #214-S1511, dated October 31, 2014, and First Amendment to Agreement for Services #214-S1511, dated January 13, 2015, and Second Amendment to Agreement for Services #214-S1511, dated October 27, 2015, all incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

WHEREAS, the parties hereto have determined that an Environmental Impact Report is the appropriate environmental document to: analyze the impacts associated with both the updated CIP and TIM Fee Program, identify applicable mitigation measures to reduce any significant impacts to a less than significant level, and identify feasible alternatives that would achieve the Project objectives;

WHEREAS, the parties hereto desire to amend the Agreement to augment the scope of work to include additional services resulting in an Environmental Impact Report, amending **ARTICLE I, Scope of Services**, and adding **Amended Exhibit A-1**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$85,965, amending **ARTICLE III, Compensation for Services**, and replacing **Exhibit C, Amended Exhibit C**, and **Revised Amended Exhibit C** with **Revised Amended Exhibit C-1**;

WHEREAS, the parties hereto desire to amend the Agreement to add Amended Exhibit A-1, 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 Third Amendment to Agreement for Services #214-S1511, as follows:

Exhibit C, Amended Exhibit C, and Revised Amended Exhibit C are replaced in their entirety with Revised Amended Exhibit C-1, attached hereto and incorporated herein by reference. All references to Exhibit C, Amended Exhibit C, and Revised Amended Exhibit C throughout the Agreement are substituted with Revised Amended Exhibit C-1.

ARTICLE I, Scope of Services, of the Agreement is amended to read 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," Amended Exhibit A, marked "Amended Scope of Work," and Amended Exhibit A-1, marked "Additional Scope of Work," all 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, Amended Exhibit A, and Amended Exhibit A-1, hereto. Modifications to the deliverables required in Exhibit A, Amended Exhibit A, and Amended Exhibit A-1, 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, Amended Exhibit A, and Amended Exhibit A-1 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, Amended Exhibit A, and Amended Exhibit A-1, 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, Amended Exhibit A, and Amended Exhibit A-1, 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, Amended Exhibit A, and Amended Exhibit A-1 also outline the scope of Consultant's and subconsultants' responsibilities. All of the tasks included in Exhibit A,

Amended Exhibit A and Amended Exhibit A-1, 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 Agreement are amended to read as follows:

Compensation for Services: For services provided herein, including all of the deliverables described in Exhibit A, Amended Exhibit A, and Amended Exhibit A-1, 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, Amended Exhibit A, and Amended Exhibit A-1, the billing amounts for each Task are identified in Revised Amended Exhibit C-1, marked "Revised Amended Cost Proposal*," incorporated herein and made by reference a part hereof. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Revised Amended Exhibit C-1 among the various Scope of Work tasks and items of work, Project Contingency, subconsultants, and Direct Expenses identified, subject to County's CA's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among the various subconsultants, subject to County's CA's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement as amended, shall not exceed \$602,960 inclusive of all Work Orders, work of subconsultants, costs and expenses.

ARTICLE XIII, Subconsulting, Assignment and Delegation, the first paragraph of the Agreement is amended 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, Amended Exhibit A, and Amended Exhibit A-1, 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.

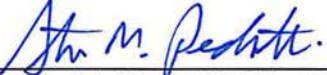
Except as herein amended, all other parts and sections of Agreement shall remain unchanged and in full force and effect.

Requesting Division Concurrence:

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

Dated: 12/16/15

Requesting Contract Administrator and Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 12/17/15

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

-- COUNTY OF EL DORADO --

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

Dated: 12/15/15

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

By: 
Deputy Clerk

Dated: 12/15/15

-- KITTELSON & ASSOCIATES, INC. --

By: 
Jim E. Damkowitz
Principal Planner
"Consultant"

Dated: 12/15/15

Kittelson & Associates, Inc.
Amended Exhibit A-1
Additional Scope of Work

Item of Work 1.2: Project Management and Administration

Consultant shall provide additional services as necessary to complete this item of work, including preparing for and conducting bi-weekly check-in calls to discuss project status, critical issues, schedule, and budget.

Item of Work 3.8: Environmental Document

This Item of Work replaces Item of Work 3.8: Environmental Document, from Exhibit A.

Objective

The objective is to prepare a legally defensible Programmatic Environmental Impact Report (EIR), consistent with the requirements of the California Environmental Quality Act (CEQA). The EIR shall analyze the impacts associated with both the updated Capital Improvement Program (CIP) and the Traffic Impact Mitigation (TIM) Fee Program, identify applicable mitigation measures to reduce any significant impacts to a less than significant level, and identify feasible alternatives that would achieve the Project objectives.

Activities:

Item of Work 3.8 (a) Environmental Screening

Consultant shall prepare an Environmental Constraints Analysis (Analysis) to support the TIM Fee Update. The Analysis shall identify those aspects of the preliminary TIM Fee funded improvements that may have a potential significant effect on the environment based on information known to date. The Analysis shall identify potential environmental issues within the general footprint of the suggested improvements and the type of future studies and evaluations which may need to be performed to environmentally clear the included improvements. Environmental issue areas to be addressed in the Analysis shall be based on the State CEQA Guidelines Appendix G Checklist and shall include the following: aesthetics, agriculture and forest resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water resources, land use, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, and utilities and service systems. Consultant shall provide meeting materials and attend one (1) Board of Supervisors meeting to make a presentation of the findings of the Analysis.

The Analysis shall provide a qualitative description of potential environmental resources and issues that could affect selection of the recommended TIM Fee funded improvements and summarize any specific, critical environmental issues that may affect Project approval, programming, scheduling, design considerations, and/or cost.

Deliverables

- Draft and Final Environmental Constraints Analysis for TIM Fee Update
- Provide meeting materials
- Provide up to two (2) graphic figures for the Analysis

Item of Work 3.8 (b) Prepare Notice of Preparation (NOP)

The NOP shall include a Project description, location map, and list of environmental issues to be studied in the Draft EIR. Consultant shall submit a draft version of the NOP for review by County. Subsequent to incorporation of County comments, Consultant shall provide the final NOP for circulation to concerned agencies and organizations. County will be responsible for circulation of the NOP, and Consultant shall be available to assist as necessary. As required by CEQA, the public, agencies, and organizations will have thirty (30) days from receipt of the NOP to provide a NOP response.

Because the EIR will address each of the issues on the CEQA Guidelines environmental checklist, an initial study will not be required. For any issues that will not be covered in detail in the EIR, Consultant shall include a section titled "Issues Found to be Less Than Significant" that shall provide a brief explanation of why significant impacts are not anticipated for those issues.

Subsequent to receipt of NOP responses from County, Consultant shall review and assess the responses and provide recommendations as to how to address them during the EIR process. The introduction section of the EIR shall include a listing of the responses received and how/where they are addressed in the EIR.

As part of this item of work, Consultant shall also advise and provide recommendations on other early consultation efforts that should be undertaken with state, federal, or local agencies, if any.

Deliverables

- Draft and Final NOP
- Memorandum 3.8 (b) providing recommendations for early consultation

Item of Work 3.8 (c) Prepare Administrative Draft and Draft EIR

The Administrative Draft EIR shall be prepared in accordance with and include all required sections described in Article 9, Sections 15120-15132 of the CEQA Guidelines. Where possible, Consultant shall incorporate information from existing environmental and planning documents, including the updated CIP and TIM Fee Program and the

General Plan and its EIR. As necessary, Consultant shall conduct original research to augment existing information.

The document shall be a Program EIR that considers the overall environmental implications of the proposed updated CIP and TIM Fee Program. It shall not consider detailed impacts associated with development of individual project sites, but instead shall focus on the macro-level impacts associated with build-out of improvements identified in the updated CIP and TIM Fee Program. The EIR shall be prepared as a stand-alone Program EIR.

The Administrative Draft EIR shall include all of the components required by CEQA, including:

- Project description
- Description of environmental setting/baseline conditions for each environmental impact category
- Identification of implementation issues and issues to be resolved
- Identification of known areas of controversy
- Identification of significant environmental impacts
- Feasible mitigation measures
- List of unavoidable significant impacts
- Analysis of Project alternatives
- Discussion of consistency with other plans

The EIR format and organization shall be prepared by Consultant as follows:

Executive Summary: The Administrative Draft EIR shall contain a summary of the proposed Project (the improvement projects included in the draft updated CIP and TIM Fee Program) and associated environmental consequences. The information shall be presented in tabular format. The impact summary table shall identify:

- The level of significance of each environmental impact
- Mitigation measures required
- The residual impact after mitigation

Introduction and Environmental Setting: The Administrative Draft EIR shall include introductory sections that lay the groundwork for and summarize the substantive analysis to follow. The introduction shall describe the purpose and legal authority of the study. It shall provide a discussion of lead, responsible, and trustee agencies. The environmental setting shall provide a general description of the existing physical character of the program area. This section shall also contain the list of key pending and approved projects in El Dorado County and in nearby jurisdictions. This information, together with information available from the updated CIP and TIM Fee Program shall be presented within this section of the Administrative Draft EIR and considered in the cumulative analysis.

Project Description: During the thirty (30) day NOP scoping period, Consultant shall prepare a detailed Project description for review by County prior to initiating the

environmental impact analysis. The Project description shall detail the Project proposal through textual, tabular, and graphic presentation, as necessary, to facilitate a thorough understanding of the proposed Project. Specifically, the Project description shall include:

- A listing of roadway improvements and individual Projects that are identified in the updated CIP and TIM Fee Program
- A discussion of any policy changes, with particular emphasis on new or modified policies that have the potential to cause physical changes to the environment
- A description of the anticipated timing for individual Projects
- Up to six (6) graphics illustrating elements of the proposed CIP and TIM Fee updates

Environmental Impact Analysis: Each environmental issue addressed in the Administrative Draft EIR shall incorporate five (5) sub-topics:

- Setting
- Impact analysis (significance thresholds, methodology, Project impacts, cumulative impacts)
- Mitigation measures (including timing and monitoring requirements)
- Level of significance after mitigation
- List of individual plan components that may require further Project-level study or mitigation

The discussion for each issue area shall begin with the setting, which shall describe existing conditions relevant to the given issue area based on existing data sources. Existing data sources include the updated CIP and TIM Fee Program, County General Plan, and associated environmental documents for projects within and near El Dorado County.

The impact analysis shall include a discussion of the methodology used to quantify or determine impacts and the criteria for judging significance. Where possible, impacts shall be quantified. If existing data does not allow definitive quantification, reasonable assumptions shall be used to qualitatively forecast potential impacts. Cumulative impacts shall also be discussed within this analysis, and shall explicitly evaluate the proposed CIP and TIM Fee Program improvements, in combination with other foreseeable projects and plans anticipated to cause related impacts. The cumulative analysis shall evaluate the expected impact of the CIP and TIM Fee Program in the year 2035.

Mitigation measures may include design measures and programs proposed by County and Consultant. Consultant shall use locally and regionally recognized standard mitigation measures as the basis for the proposed measures. Issues related to mitigation implementation, such as the monitoring frequency and implementation responsibility, shall also be discussed.

Technical Approach to Environmental Issues: As a Program EIR, the updated CIP and TIM Fee Program EIR shall have two (2) primary purposes: (1) to provide a broad overview of the potential environmental consequences of adopting and implementing the proposed programs; and (2) to serve as a first tier environmental document that shall focus and streamline the subsequent Project level review of individual future actions (roadway improvements) that will be undertaken in accordance with the CIP and TIM Fee Program. Each EIR section shall include both a narrative discussion of potential impacts and a listing of individual plan components that may require further Project-level study or mitigation for that issue. For identified significant impacts, Consultant shall work closely with County to develop solutions with a perspective of enhancing the updated CIP and TIM Fee Program by minimizing or avoiding potential environmental problems. The EIR analysis shall focus on capacity increasing projects and new trail and road connections. Further, the intent of the program level documentation in this Program EIR is to serve as a first tier environmental document that will focus and streamline the subsequent Project-level review of individual future actions that will be undertaken in accordance with the updated CIP or the TIM Fee Program.

Other issues contained on the CEQA Appendix G checklist not identified below, shall be discussed in the EIR section "Issues Found to be Less Than Significant". Consultant shall analyze each environmental issue within the EIR, including but not limited to:

Aesthetics/Visual Resources

- Evaluate potential changes to view corridors (particularly state highways) and visual character
- Qualitatively discuss potential light/glare impacts
- Identify policies/measures to minimize identified significant impacts

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 air quality modeling using the California Emissions Estimator Model (CalEEMod) related to the construction and operational emissions associated with roadway improvement projects identified in the updated CIP and TIM Fee Programs.
- Compare air pollutant emissions modeling data to applicable El Dorado County Air Quality Management District thresholds
- Identify potential air quality conformity measures

Biological Resources

- 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 Database (CNDDDB), California Native Plant Society (CNPS), U.S. Fish and Wildlife Service (USFWS) Information Planning and Conservation (IPaC))
 - Reviews of regional planning documents

- Information from relevant past projects
- Information provided by agency biologists

The Biological Setting subsection shall consist of the following subsections:

- Habitats (in accordance with California Wildlife Habitat Relationships classifications)
- Drainages and wetlands
- Special-status species (tabular format)
- Discussion of regulatory framework

The Impact Analysis subsection 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

Cultural Resources

To compile a listing of recognized significant historic and prehistoric resources, information shall be obtained from the State Office of Historic Preservation and the El Dorado County Historical Society. The statewide Historical Resources Inventory (HRI) is not available for public review according to the California Historical Information System Information Center Rules of Operation Manual (Section III.A). The HRI shall be consulted after the determination of an Area of Potential Effect under Project-level analysis of CIP and TIM Fee Program transportation projects in order to determine the locations of previously recorded archaeological sites.

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

- Native American Heritage Commission (NAHC) Sacred Lands File Search
- Reviews of regional ethnographic information
- Information from relevant past projects
- Information provided through government-to-government tribal consultation in accordance with Assembly Bill 52 of 2014 (AB 52) and Senate Bill 18 of 2004 (SB 18)

The Cultural Setting subsection shall consist of the following subsections:

- Archaeological resources background
- Historic resources background
- Paleontological resources background
- Regulatory setting

The Impact Analysis subsection shall include:

- Description of methodology and significance thresholds
- Project impacts and mitigation measures (conceptual)

- A summary of specific CIP or TIM Fee projects that may result in impacts to cultural resources

In addition to the EIR section as described above, Consultant shall assist County with government-to-government Native American consultation in accordance with AB 52 and SB 18. These tasks include: preparation of AB 52 and SB 18 specific letters to be placed on County letterhead; preparation and submittal of a NAHC Sacred Lands File SB 18 request; and preparation of a tracking sheet and instructions to be provided to County. The instructions shall include details regarding schedule and timelines associated with AB 52 and SB 18 to ensure timely consultation. If meetings with Native Americans are necessary, Consultant shall obtain written approval from County's CA.

Geology

- Map key geologic hazards/constraints (faults, ground shaking, liquefaction, soil expansion) based on readily available sources (general plan safety elements, state geologic maps)
- Perform a screening level review of potential hazards that could affect individual facilities
- Identify areas where future Project-level study/mitigation would be needed, appropriate standards to which projects must adhere, and potential approaches to meeting those standards

Greenhouse Gases/Climate Change

- Summarize applicable greenhouse gas (GHG) regulations, including AB 32 and SB 375
- Conduct greenhouse gas emissions modeling utilizing CalEEMod to indicate total carbon dioxide equivalent (CO₂e) 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

Hazards/Hazardous Materials

- Identify and map wildland fire hazard areas based on readily available mapping from County and the California Department of Forestry and Fire Protection
- Identify individual CIP and TIM Fee Program improvement projects that could be affected by hazardous material sites or wildland fires
- As necessary, develop a program for mitigating hazard impacts for individual projects identified in either the CIP or TIM Fee Program

Hydrology & 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

Land Use

- Evaluate consistency with adopted policies of County and any relevant adjacent agencies
- Identify potential land use compatibility issues
- Address regional mitigation strategies for loss of agricultural and/or forest land
- Assess environmental impacts related to population, employment, and housing

Noise

- Collect information regarding ambient noise and local noise policies from readily available sources (general plan noise elements, recent environmental studies)
- Model noise along up to eight (8) major roadways based on County and Consultant prepared traffic data using the Federal Highway Administration's Traffic Noise Model (TNM)
- 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 to assess impacts to system-wide levels of service and vehicle miles traveled (VMT)
- Develop a full build model scenario coding in both the TIM Fee CIP list and the CIP list ("the project") and execute the 2035 GP model
- Development of VMT metrics per SB 743 for both the 2035 with and 2035 without the project
- Stratification of VMT estimates for input for air quality analysis for both the 2035 with and 2035 without the project
- Summarizing ADT volumes for noise analysis of the 2035 with and 2035 without the project
- Identify conflicts with alternative transportation system (transit, bicycle, pedestrian) plans and policies

It is anticipated that overall Project-related effects will be beneficial because the CIP and TIM Fee Program involves 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. As a program level environmental document, the EIR shall identify program mitigation measures that are needed to ensure that implementation of subsequent projects avoids or minimizes potential impacts on local circulation systems. Where applicable, the secondary impacts associated with Project mitigation shall be evaluated. Residual impacts shall be classified as to their significance after mitigation.

Other CEQA-Required Discussions: The Administrative Draft EIR shall include all other sections required by the *CEQA Guidelines*, including growth-inducing impacts and a discussion of irreversible changes. The growth-inducing impacts discussion shall specifically estimate and compare the expected long-term development patterns supported by transportation investments, in the context of the General Plan and its EIR. The growth-inducing impacts shall address the potential for the updated CIP and TIM Fee Program to directly induce economic growth and remove obstacles to growth in the area. Such impacts shall be contrasted with impacts related to induced travel demand from highway and roadway improvement projects. The significant irreversible changes discussion shall summarize the significant effects of the updated CIP and TIM Fee Program, focusing on any unavoidably significant effects.

Alternatives: The alternatives selection process shall focus on feasible alternatives capable of minimizing or avoiding potential impacts of the proposed updated CIP and TIM Fee Program, and shall be conducted from a program-level perspective, consistent with the pertinent requirements of CEQA. This shall include two (2) versions of the "no Project" alternative: one that considers no change from current environmental conditions and another that considers changes that could occur under the current CIP and TIM Fee Program. Up to two (2) other alternatives shall be developed by Consultant working closely with County following the preparation of environmental impact analysis in order to develop feasible alternatives to avoid any significant impacts. Consultant shall work directly with County to identify the specifics of all alternatives.

Evaluation of alternatives shall be in less detail than for the proposed Project, though the analysis shall make a significance determination for all issue areas and suggest possible additional mitigation measures. The analysis shall be summarized in a concise matrix that illustrates the relative environmental impacts of each alternative for each impact category and should provide decision-makers and the public adequate information to decide among alternatives. The Environmentally Superior Alternative shall be clearly identified.

Consultant shall submit the Administrative Draft EIR (DEIR) to county for review and comments. Consultant shall incorporate comments, if any, and prepare the screen check DEIR. Upon approval of the screen check DEIR, Consultant shall assist County in circulating the document to concerned agencies. Consultant shall provide the State Clearinghouse with fifteen (15) copies of the Executive Summary and the remainder of the DEIR on CD-ROM. Consultant shall prepare the Notice of Completion (NOC), and County will distribute all notices and documents.

Deliverables

- Digital copy (via File Transfer Protocol (FTP) upload) of the Administrative DEIR for review by County
- Fifteen (15) hard copies of the DEIR Executive Summary with fifteen (15) CD copies of the DEIR for State Clearinghouse distribution
- Ten (10) hard copies and one (1) CD copy of the DEIR for Public Review
- Notice of Completion (NOC) to be filed with State Clearinghouse

Item of Work 3.8 (d) Prepare Responses to Comments

Subsequent to receipt of all public comments on the DEIR, Consultant shall prepare formal responses to comments for County 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 DEIR that may be necessary. All responses shall include reasoned analysis and, as necessary, shall include additional analysis. Consultant shall provide responses to all comments that pertain to an environmental issue, and 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 EIR.

Deliverables

- Responses to comments for Final EIR

Item of Work 3.8 (e) Prepare Final EIR

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

Deliverables

- Draft and Final MMRP
- Ten (10) hard copies and one (1) CD copy of the Final EIR for Board of Supervisors hearings

Item of Work 3.8 (f) Prepare Findings and Statement of Overriding Considerations

Consultant shall also prepare the Notice of Determination (NOD) to be filed with the State Clearinghouse and County Recorder Clerk's office following certification of the EIR and approval of the updated CIP and TIM Fee Program. County will pay all filing fees for the EIR and associated notices. In addition, Consultant shall prepare Draft and Final CEQA Findings, including any statement of overriding consideration for unavoidable significant impacts (if necessary). The findings shall comply with Section 15091 and 15093 of the CEQA Guidelines and shall be submitted in County's preferred format.

Deliverables

- NOD to be filed with State Clearinghouse
- Draft and Final CEQA Findings and Statement of Overriding Considerations

Item of Work 3.8 (g) Public Meetings

Consultant shall attend the following meetings related to the EIR:

- One (1) EIR scoping meeting. This includes a public scoping workshop to collect public feedback at a location to be determined by County.
- One (1) County Planning Commission meeting. Consultant shall attend and make a presentation of findings.
- Three (3) County Board of Supervisors meetings or study sessions. Consultant shall attend and make a presentation of findings.

Consultant shall work with County to develop presentation materials for the public meetings.

Deliverables

- Scoping meeting materials
- Planning Commission hearing meeting materials
- Board of Supervisors meeting materials for three (3) meetings or study sessions

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

Consultant shall provide additional services as necessary to complete this item of work, including attending one (1) Board of Supervisors study session for the Environmental Document work. Handouts and presentation material for the Board of Supervisors study session shall be prepared by Consultant to be reviewed and approved by County's CA or designee.

Additional Deliverables:

- One (1) additional Board of Supervisors study session for a total of nine (9)
- Handouts and presentation materials

Kittleson & Associates, Inc.
Revised Amended Exhibit C-1
Revised Amended Cost Proposal*

Task 1: Project Management			
Item of Work 1.1	Preliminary Work	\$	5,985.00
Item of Work 1.2	Project Management and Administration	\$	30,910.00
Task 2: Traffic Analysis			
Item of Work 2.1	Data Collection and Model Output	\$	17,200.00
Item of Work 2.2	Environmental Review Document	\$	3,430.00
Item of Work 2.3	Determination of Appropriateness of TIM Fee Zones	\$	18,235.00
Item of Work 2.4	Travel Demand Model Runs and Preliminary Roadway Improvements	\$	46,635.00
Item of Work 2.5	Traffic Impact Fee Estimate	\$	15,040.00
Task 3: Economic/Fiscal Analysis			
Item of Work 3.1	Research and Analysis	\$	2,280.00
Item of Work 3.2	Develop Policy and Technical Parameters	\$	1,920.00
Item of Work 3.3	Cost Allocation	\$	18,820.00
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	\$	11,480.00
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 (11)	\$	28,805.00
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)	\$	19,300.00
Item of Work 5.4	Website and Social Media	\$	5,005.00
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	\$ 318,640.00
		Task 4: Project Contingency	\$ 18,615.00
<u>Subconsultants:</u>			
	Urban Economics	\$	82,600.00
	Quincy Engineering, Incorporated	\$	46,375.00
	Flint Strategies	\$	45,760.00
	Rincon Consultants, Inc.	\$	85,050.00
		Subconsultant Subtotal	\$ 259,785.00
		Direct Expenses	\$ 5,920.00
		Total Cost Proposal	\$ 602,960.00

*All expenses and their distribution among Tasks are estimates only. This Exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Tasks, Project Contingency, subconsultants, and among the Direct Expenses identified herein, subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among the various subconsultants, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.