

DEPARTMENT OF PUBLIC WORKS

County of Placer

TO: BOARD OF SUPERVISORS

DATE: December 14, 2010

FROM: KEN GREHM / ANDREW GABER

KG

AG

SUBJECT: TRANSPORTATION ELEMENT UPDATE DRY CREEK / WEST PLACER
COMMUNITY PLAN, CONTRACT NO. 73230, AMENDMENT NO. 2

ACTION REQUESTED / RECOMMENDATION

Adopt a Resolution authorizing the Director of Public Works to execute, with County Counsel and Risk Management's review and approval, Amendment No. 2 of Professional Services Agreement (PSA) No. 73230 with URS Corporation to collect additional information for updating the Transportation Element of the Dry Creek Community Plan. The Amendment increase of \$28,493 would revise the total contract amount from \$339,411 to \$367,904.

BACKGROUND / SUMMARY

The Department of Public Works (DPW) is preparing to finalize the update to the Dry Creek/West Placer Community Plan Transportation Element. The purpose of the update is to revise the transportation goals, policies and roadway network for the Community Plan area to reflect growth that has occurred or is anticipated to occur within the region. The existing Transportation Element identified the need to close PFE Road when its' average daily volume exceeded a certain threshold, which it has attained. Based on input from the West Placer MAC and the community as a whole, it was decided that closing PFE Road would not be in the best interest of the community. DPW subsequently retained URS Corporation to prepare a draft EIR in order to analyze the effects of keeping PFE Road open as part of the defined proposed project. The proposed project also included the removal of the Baseline Road/Cook-Riolo Road diverter, installing speed-reduction treatments along Cook-Riolo Road and PFE Road, widening PFE Road to four lanes from Watt Avenue to Walerga Road, and widening Walerga Road and Watt Avenue to six lanes along their whole lengths. Several alternatives to this proposed project were also analyzed.

During the public comment period of the draft EIR, many homeowners within the Doyle Ranch and Morgan Creek subdivisions expressed concerns pertaining to the widening of Walerga Road to six lanes. A majority of the comments obtained on the draft EIR were on, and in opposition to, the Walerga Road widening. In light of this, DPW would like to analyze traffic circulation assuming Walerga Road will be four lanes. Since all other roadways will retain the same configurations, this information will allow an accurate comparison of the levels of service (LOS) on Walerga Road at six lanes versus four lanes, and will show the associated impacts to other area roadways.

In addition, DPW received many more comments to the draft EIR than was originally anticipated and budgeted, which necessitated that URS Corporation, the environmental consultant, spend much more time on the response to comments than what was originally specified in the contract.

ENVIRONMENTAL

This action is categorically exempt from the provisions of CEQA, Section 15306 "Information Collection".

FISCAL IMPACT

The total amount of the Amendment will be funded by traffic mitigation fees from the Dry Creek Benefit District.

Attachment: Resolution

Copy of Final Amendment w/Exhibit C

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of: A RESOLUTION
AUTHORIZING THE DIRECTOR OF PUBLIC
WORKS TO APPROVE CONTRACT
AMENDMENT NO. 2 FOR PROFESSIONAL
SERVICES AGREEMENT (PSA) No. 73230 WITH
URS CORPORATION.

Resol. No:.....

Ord. No:.....

First Reading:.....

The following RESOLUTION was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held _____,
by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:

Chair, Board of Supervisors

Clerk of said Board

BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Placer, State of California, that this Board hereby approves Contract No. 73230, Amendment 2 in the amount of \$28,493 for the preparation of the update to the Transportation Element of the Dry Creek Community Plan. The total contract amount shall be revised to THREE HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED AND FOUR DOLLARS (\$367,904).

Professional Services Agreement - Amendment No. 2

PSA Number: 73230

Project Title: Dry Creek Community Plan Transportation Element Update

Description: Professional Services Agreement for Preparation of an Update of the Transportation Element of the Dry Creek-West Placer Community Plan and Supporting Environmental Review Document

This PSA Amendment No.2 ("Amendment") is entered into by and between the County of Placer "COUNTY" and URS Inc. "CONSULTANT" this _____ day of _____, and affects **ITEM III "Agreement Assumptions"; ITEM IV, Task 1.3 "Project Description/Alternatives Development/Cumulative Impact Scenario"; ITEM IV, Task 3.2 "Transportation/Traffic Technical Study"; Item 6 "Amount of Payment" and Exhibit C "PAYMENT SCHEDULE"** of the original Professional Services Agreement No. 73230, dated February 21, 2006. PSA is hereby amended as follows:

a) **ITEM III – AGREEMENT ASSUMPTIONS** – The third (3rd) bulleted item shall be replaced as follows:

- Up to seven (7) new roadway network alternatives will be analyzed for the proposed study, which includes the no project alternative.

b) **ITEM IV, Task 1.3 PROJECT DESCRIPTION/ALTERNATIVES DEVELOPMENT/CUMULATIVE IMPACT SCENARIO** – The first sentence of the first paragraph shall be deleted and replaced as follows:

The CONSULTANT team will participate in two (2) meetings with the COUNTY staff to finalize the project description, develop the set of seven (7) alternatives plus the project alternative to be evaluated, and develop the list of projects and the extent of those projects to be included in the cumulative analysis.

The second paragraph shall be deleted and replaced as follows:

CONSULTANT and COUNTY will agree upon project description, seven (7) alternatives to be studied, a list of projects and extent those projects will be included in the cumulative analysis.

c) **ITEM IV, Task 3.2 TRANSPORTATION/TRAFFIC TECHNICAL STUDY** – The fifth paragraph shall be deleted and replaced as follows:

After the model inputs have been finalized, the Subconsultant will then run the model for base year and cumulative year conditions for the proposed project and up to seven (7) study alternatives. One (1) alternative will have the PFE Road closure, and the other six (6) alternatives will be determined during the course of the study in conjunction with County staff. Using the 2025 Transportation Travel Demand Forecast model output and prior knowledge if are travel patterns, the Subconsultant will develop existing and Year 2025 daily traffic forecasts for the roadways and intersections listed above.

d) **ITEM 6 – AMOUNT OF PAYMENT** - This section shall be deleted and replaced in its entirety to read as follows:

5. **AMOUNT OF PAYMENT.** As full payment for all services as set forth in Exhibits “A” and “C” herein, the COUNTY shall pay actual costs based on the proposed budget of each Task as shown in Exhibit “C” up to a total maximum sum of THREE HUNDRED SIXTY SEVEN THOUSAND NINE HUNDRED AND FOUR DOLLARS (\$367,904), for an increase of TWENTY EIGHT THOUSAND FOUR HUNDRED NINETY THREE DOLLARS (\$28,493) to the CONSULTANT as full payment for all services as set forth in Exhibits “A” an “C” herein. Payment for the CONSULTANT services shall be at the rates and charges as set forth in Exhibit “D” attached hereto and by this reference incorporated herein. .

CONSULTANT shall not be reimbursed for any additional expenses incurred unless prior written approval is given by the COUNTY through a fully executed written amendment. CONSULTANT shall not undertake any such work without prior written approval of the COUNTY.

Notwithstanding any other terms of this agreement, no payments shall be made to CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement.

e) Exhibit C, **PAYMENT SCHEDULE**, shall be removed and replaced in its entirety with amended Exhibit C “Payment Schedule” attached to this amendment.

f) All other sections of this PSA, exhibits, and amendments remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the year and date first above written.

APPROVED AS TO FORM

By: _____
County Counsel, Placer County

Date: _____

APPROVED AS TO FUNDS

By: _____
Auditor, Placer County

Date: _____

**"COUNTY"
COUNTY OF PLACER**

By: _____
Director of Public Works

Date: _____

**Award of Amendment No. 2, PSA
No. 73230**

Authorized by the Board of
Supervisors on: _____

**"CONSULTANT"
URS CORPORATION**

By: _____
Officer Signature # 1
(Signature Notarized)

By: _____
Print Name and Title
Date: _____

By: _____
Signature # 2
(Signature Notarized)

By: _____
Print Name and Title
Date: _____

Federal Employer Identification Number

"If Consultant is a corporation, PSA must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this PSA.

If Consultant is another type of business entity, such as a partnership or limited liability company, PSA must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this PSA."

EXHIBIT "C"

**PLACER COUNTY
DEPARTMENT OF PUBLIC WORKS**

**PSA FOR PREPARATION OF AN UPDATE OF THE TRANSPORTATION
ELEMENT OF THE DRY CREEK – WEST PLACER COMMUNITY PLAN
AND SUPPORTING ENVIRONMENTAL REVIEW DOCUMENT**

PAYMENT SCHEDULE

Payment requests shall be subject to review and approval by Placer County. Each invoice request shall provide a breakdown by staff member hours for work activities identified by task as described in the scope of work. All payment requests shall be subject to the following budget:

<u>Task #</u>	<u>Description of Tasks</u>	<u>Not to Exceed</u>
Task 1.0	Project Initiation and Coordination	\$23,699
Task 2.0	Prepare Initial Study	\$30,174
Task 3.0	Prepare Focused EIR	\$260,713
Task 4.0	Update Transportation Element	\$19,129
Task 5.0	Project Management	\$34,189
	Agreement Total	\$367,904

Total payment shall not exceed \$367,904 without modification to the agreement signed by both parties. Budget amounts, as shown above, may be reallocated within work items without modifications of this agreement, subject to approval by the COUNTY. CONSULTANT shall not undertake such work without prior written approval of the COUNTY.