

AGENDA ITEM 2 D
Action Item

MEMORANDUM

DATE: May 1, 2025

TO: El Dorado County Transit Authority

FROM: Kate Hewett, Finance Manager

SUBJECT: Final Amendment for Ray Lawyer Drive Park and Ride Build Out

REQUESTED ACTION:
BY MOTION,

1. **Approve Contract Amendment No. 1 between the City of Placerville and El Dorado County Transit Authority for mitigation related costs**
2. **Approve Purchase Order No. 30199 issued to City of Placerville in the amount of \$116,892.21**
3. **Authorize the Executive Director to execute the contract and all related documents necessary to complete the project**

BACKGROUND

An agreement for the construction of a park and ride facility was entered into between the El Dorado County Transit Authority (El Dorado Transit) and the City of Placerville and was executed on September 15, 2015.

Construction and improvements (described within the agreement) began on January 29, 2018, and were completed on July 14, 2020.

The park and ride facility right of way was conveyed in fee from the City of Placerville to El Dorado Transit on February 21, 2024, in accordance with the agreement.

DISCUSSION

The City of Placerville identified an increase in El Dorado Transit's share of project costs due to an increase in design costs and an increase in environmental mitigation costs required of regulatory agency permits.

The need for the amendment was identified after the awarded contract was completed.

This represents the final costs associated with this project that El Dorado Transit will be responsible for.

Staff recommends approval of Contract Amendment No. 1, approval of Purchase Order No. 30199, and authorizing the Executive Director to execute the contract and all documents necessary to complete the project.

FISCAL IMPACT

COST SUMMARY

Ray Lawyer Drive Park & Ride	<u>\$116,892.21</u>
<i>Total Cost</i>	<i>\$116,892.21</i>

FUNDING SOURCES

Transportation Development Act (TDA)	<u>\$116,892.21</u>
<i>Total Revenue</i>	<i>\$116,892.21</i>

AGREEMENT FOR CONSTRUCTION OF PARK AND RIDE AMENDMENT NO. 1

This Amendment No. 1 to the Agreement for the construction of a park and ride facility is entered into by and between the El Dorado County Transit Authority ("Transit") and the City of Placerville ("City") (collectively the "Parties").

RECITALS

A. An Agreement ("Agreement") for the construction of a park and ride facility was entered into between the El Dorado County Transit Authority ("Transit") and the City of Placerville ("City") (collectively the "Parties") and executed on September 15, 2015.

B. Construction of improvements described in said Agreement began on January 29, 2018 and were completed on July 14, 2020.

C. The park and ride facility right of way was conveyed in fee from City to Transit on February 21, 2024 in accordance with said Agreement.

D. City has identified an increase in Transit's share of project costs due an increase in design costs, and an increase in environmental mitigation costs required of regulatory agency permits.

E. Except the project cost increase as herein amended, all other parts and sections of said Agreement shall remain unchanged and in full force and effect.

NOW THEREFORE, the Parties hereto agree as follows:

1. Payment for the Park and Ride

A. Transit shall pay to the City additional projects costs in ~~an estimated amount to the sum of~~ an amount not to exceed \$113,795.84 ~~116,892.21~~ for the ~~additional costs associated with the park and ride facility. The additional costs include~~ following:

- ~~The total cost to the mitigation bank to fulfill the requirements of the California Department of Fish and Wildlife Streambed Alteration Agreement is estimated to be \$477,000.~~ Transit's proportionate share of the payment to Westervelt Ecological Services, Inc. for the purchase of mitigation credits ~~California Department of Fish and Wildlife Streambed Alteration Agreement~~ this cost, based on the size of the park and ride facility relative to the size of the total project's riparian impact area, ~~is about 16.8% or~~ amounts to ~~\$80,000~~ 136; and
- Transit's proportionate share of outstanding unreimbursed environmental mitigation costs for wetland impacts paid to the National Fish and Wildlife Foundation mitigation bank amounts to \$23,445.73; and

- Transit's share of outstanding unreimbursed retention costs for consulting engineering services for Dokken Engineering amounts to \$10,350.11; and
- Transit's share of outstanding unreimbursed Construction Engineering Administrative and Consulting Engineering costs amounts to \$2,960.37.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed as of the day and year written below.

EL DORADO COUNTY
TRANSIT AUTHORITY

CITY OF PLACERVILLE

Date: _____

Date: _____

By: _____
Brian James
Executive Director

By: _____
Cleve Morris
City Manager

EL DORADO COUNTY TRANSIT AUTHORITY

6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454
(530) 642-5383

PURCHASE ORDER NO. B30199

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, PACKAGES, AND BILLS OF LADING.

DATE: 05/01/25

ACCOUNT: 5160.09

CLASS: 125

TO: CITY OF PLACERVILLE
3101 CENTER STREET
PLACERVILLE, CA 95667

SHIP & INVOICE TO:

EL DORADO COUNTY TRANSIT AUTHORITY
6565 COMMERCE WAY
DIAMOND SPRINGS, CA 95619-9454

Contact: Melissa Savage

Vendor Phone No: (530) 642-5250

Email Address: msavage@cityofplacerville.org

PROMISED DELIVERY DATE		TERMS: NET 30		
		F.O.B. DESTINATION		
QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED TOTAL
1	1	El Dorado Transit's Proportionate Share of Payment to: Westervelt Ecological Service, Inc. for the purchase of mitigation credits, based on the size of the park and ride facility relative to the size of the total project's riparian impact area. NTE \$80,136.00.	\$80,136.00	\$80,136.00
1	1	El Dorado Transit's Proportionate Share of Payment to: The National Fish and Wildlife Foundation for the outstanding unreimbursed environmental mitigation costs for wetland impacts. NTE \$23,445.73.	\$23,445.73	\$23,445.73
1	1	El Dorado Transit's Proportionate Share of Payment to: Dokken Engineering for the outstanding unreimbursed retention costs for consulting and engineering services. NTE \$10,350.11.	\$10,350.11	\$10,350.11
1	1	El Dorado Transit's Proportionate Share of Payment to: City of Placerville for the outstanding unreimbursed construction engineering administrative and consulting engineering costs. NTE \$2,960.37.	\$2,960.37	\$2,960.37
I hereby certify that this purchase order is in accordance with procedures in the purchase manual governing of such items for El Dorado County Transit Authority.			SUBTOTAL	\$116,892.21
			SHIPPING	\$0.00
			SALES TAX	\$0.00
			TOTAL	NTE: \$116,892.21
PURCHASING AGENT				

PLEASE NOTE CONDITIONS ON REVERSE SIDE

"This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected."

Circle Distributing: Vendor - Accounting - Requestor - Purchasing