

THIRD ADDENDUM TO AGREEMENT BY AND BETWEEN THE COUNTY OF MARIN AND ALTA PLANNING + DESIGN

THIS THIRD ADDENDUM is made and entered into this 11th day of December 2007, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and Alta Planning + Design (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the County and the Contractor entered into an agreement for the Professional Services Contract dated the 10th day of October, 2006 ("Agreement"); and

WHEREAS, the agreement obligated the Contractor to provide the following services: Nonmotorized Transportation Pilot Program implementation; and

WHEREAS, the County and the Contractor agreed on a first addendum to the agreement on June 12, 2007; and

WHEREAS, the County and the Contractor agreed on a second addendum to the agreement on July 24, 2007; and

WHEREAS, the parties desire to amend the contract performance time, scope, and maximum cost.

NOW, THEREFORE, the parties agree to modify Section 1, Scope of Services (Exhibit A), Section 4, and Maximum Cost to County (Exhibit B), and Section 5, Contract Performance Time, as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Updated Certificate of Insurance(s) attached hereto.
3. Sections 1, 4, and 5 are hereby amended to read as follows:

Section 1: SCOPE OF SERVICES

Contractor agrees to provide all of the additional services described in Exhibit A – Addendum 3 attached hereto and by this reference made a part hereof.

Section 4: MAXIMUM COST TO COUNTY

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$596,866 including direct non-salary expenses, as described in Exhibit B – Addendum 3 attached hereto and by this reference made a part hereof.

Section 5: CONTRACT PERFORMANCE TIME:

This Agreement shall commence on October 10, 2006 and shall terminate on June 30, 2011. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to

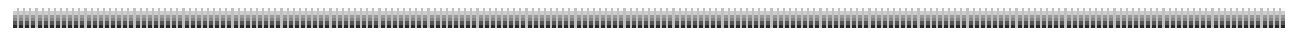
Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR:

COUNTY OF MARIN:

By _____



COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Contract Requires Board of Supervisors' Approval
- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

County Counsel

EXHIBIT "A" – Addendum 3

SCOPE OF SERVICES

Phase 1C: Counts and Surveys (2007-08)

Task C5: Data Collection

Alta will collect all surveys and count forms, enter the data into a computerized database so that meaningful analysis of the data can be conducted. The database will allow both for tabular and, if possible, GIS output to illustrate results. A data summary memo will be prepared that presents the results of the surveys and counts.

Task C6: Analysis and Projections

Alta will analyze the count and survey data and prepare a Summary Memo that highlights trends and patterns. Alta will also use the data as input values to its Area Demand Model and Corridor Demand Model. The Area Demand Model estimates both existing and future levels of peak hour, daily, and annual walking and bicycling by trip type (work, utility, recreation, school), trip length, total trip miles, and estimates of reduced automobile miles. The Corridor Demand Model is similar but provides an estimate of existing and future peak hour, daily, and annual activity by user group on a specific corridor. The output tables will be prepared along with supporting documentation.

Phase 1D

Task 16: Public Outreach

The Alta team will provide public outreach on the program through the end of the Pilot Program in mid-2011. Alta team members will coordinate with outreach efforts by other agencies as well, including the NTPP documentation research group and Rails to Trails Conservancy. Long term outreach efforts include:

Status Updates: Alta will prepare status updates for projects and programs for inclusion on the interactive web application, printed newsletters, and other outreach materials.

Newsletter: Regular newsletter to provide information on the program.

Ribbon Cutting: Work with local jurisdictions for nonmotorized projects completed within the Pilot Program period to provide information to the media and potential users.

Events: Work with sponsors of special events to promote the program and attend special events such as fairs and festivals, including assisting the County with the sponsoring of a booth through which information can be distributed to the public.

Project Awards: Work with local jurisdictions to develop applications for awards for nonmotorized projects completed during the Pilot Program period.

Task 17: Program Website – Ongoing Activities

Alta will maintain the Program website, including regularly updated information on all non-motorized projects and programs being implemented in Marin and coordinate with County Public Works and GIS staff on maintenance of interactive mapping functions.

Phase 1E: Counts and Surveys (2010)

Task E1: Management

Alta will hire, train, provide transportation and support equipment, and otherwise manage the counters and surveyors during the count periods. Alta will provide all needed equipment and instructions to ensure the counts/surveys are conducted according to the data collection plan. Alta will also conduct random quality control counts to ensure the accuracy of the collected information.

Task E2A: Counts

Alta's staff and employees will conduct counts and surveys in Marin County at 20 locations, on the following dates and times in 2010:

One Weekday Per Location

Tues Sep. 14, 2010, 4-6PM, and/or
Wed Sep 15, 2010, 4-6PM, and/or
Thurs Sep 16, 2010, 4-6PM

One Weekend Per Location

Saturday, Sep 18, 2010, 12-2PM

Alta may conduct some limited four (4) hour counts (2-6PM weekdays) in locations where school commute volumes are expected to be significant.

Task E2B: Surveys

Alta will also conduct and collect up to 200 surveys minimum through a combination of on-street interviews at count locations, and through mail-in cards given to people in the field.

Task E3: Data Collection

Alta will collect all surveys and count forms, enter the data into a computerized database so that meaningful analysis of the data can be conducted. The database will allow both for tabular and, if possible, GIS output to illustrate results. A data summary memo will be prepared that presents the results of the surveys and counts.

Task E4: Analysis and Projections

Alta will analyze the count and survey data and prepare a Summary Memo that highlights trends and patterns. Alta will also use the data as input values to its Area Demand Model and Corridor Demand Model. The Area Demand Model estimates both existing and future levels of peak hour, daily, and annual walking and bicycling by trip type (work, utility, recreation, school), trip length, total trip miles, and estimates of reduced automobile miles. The Corridor Demand Model is similar but provides an estimate of existing and future peak hour, daily, and annual activity by user group on a specific corridor. The output tables will be prepared along with supporting documentation.

EXHIBIT "B" – Addendum 3

FEES AND PAYMENT SCHEDULE

For the satisfactory performance and completion of the Services under this Contract, County will pay CONTRACTOR compensation as set forth in the following billing rates, with the total for the tasks below not to exceed \$596,866.

Task	Cost
Subtotal From Phases 1A, 1B, 1C (ptn)	\$385,461
Phase 1C – Counts and Surveys 2007-08 (added tasks)	
C5. Data Collection	3,000
C6. Analysis and Projections	4,000
Subtotal Phase 1C (added tasks)	\$7,000
Phase 1D – Ongoing Outreach	
16. Public Outreach	138,020
17. Program Website – Ongoing Activities	30,565
Direct Expenses	2,515
Subtotal Phase 1D	\$171,100
Phase 1E – Counts and Surveys 2010	
E1. Management	5,800
E2. Counts/Surveys	19,385
E3. Data Collection	3,480
E4. Analysis and Projections	4,640
Subtotal Phase 1E	\$33,305
Subtotal Phases 1C (ptn), 1D, 1E	\$211,405
Total	\$596,866