

**Kimley-Horn and Associates, Inc.**

**Traffic Model Needs Assessment**

**AGREEMENT FOR SERVICES # AGMT 11-53312**

**THIS AGREEMENT**, 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 Kimley-Horn and Associates, Inc., a North Carolina corporation duly qualified to conduct business in the State of California, whose principal place of business address is 3001 Weston Parkway, Cary, North Carolina 27513-2301, and whose business address is 11919 Foundation Place, Suite 200, Gold River, California 95670-6600 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation in reviewing and recommending updates to the County's Traffic Model.

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations;

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

**ARTICLE I**

**Scope of Services:** Consultant agrees to furnish personnel, equipment, materials, and services necessary to perform those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

County's Contract Administrator shall issue a written Notice to Proceed for the Scope of Work in Exhibit A, and Consultant shall not commence work on any Item of Work 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.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall terminate upon completion of a Preferred Traffic Model System Specifications and identification of County Implementation Tasks as provided in Exhibit A, Scope of Work.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including all deliverables described in Exhibit A, Scope of Work, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices and progress reports detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The budget and schedule for the items of work identified in Exhibit A, Scope of Work, herein, are described in Exhibit C, marked "Cost Proposal and Schedule," incorporated herein and made by reference a part hereof. The amounts indicated in Exhibit C represent the composition of the total not-to-exceed budget for the various items of work identified therein. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the amounts listed in Exhibit C, among the various items of work identified therein, subject to the Contract Administrator's written approval. For this Agreement, the Project Manager and Senior Engineer/Planner classifications will be specifically dedicated to perform the work described in Exhibit A.

Reimbursement for mileage expenses for Consultant shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred.

The total amount of this Agreement shall not exceed \$10,000, inclusive of all costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Administration Division – Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in Article XIV, Default, Termination, and Cancellation herein.

#### **ARTICLE IV**

**Progress Reports:** Consultant shall submit written progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for the Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

#### **ARTICLE V**

**Licenses:** Consultant represents that it is duly certified or licensed in good standing by the State of California to perform the services under this Agreement, and that Consultant shall maintain said certificates and licenses in good standing throughout the term of this Agreement.

#### **ARTICLE VI**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services provided under this Agreement.

**ARTICLE VII**

**Quality Control:** Consultant shall have a quality assurance/quality control (QA/QC) plan in effect during the entire time work is being performed under this Agreement. Consultant shall provide County with a general overview of Consultant's QA/QC plan in the form of a written outline, and submit the outline prior to completion of Final Traffic Model System Specifications and Implementation Tasks. Consultant shall also identify critical quality control reviews for the major deliverables for each Item of Work assigned. The plan shall take into account the following:

- A. The plan shall establish a process whereby calculations, drawings and plans are independently checked, corrected and back-checked, and all draft and final reports are reviewed for accuracy, completeness, and readability before submittal.
- B. Consultant is responsible for the accuracy and completeness of all data, drawings, plans, specifications and estimates prepared by Consultant under this Agreement and shall check all such material accordingly.

County's Contract Administrator shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

**ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**ARTICLE IX**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during the term hereof.

**ARTICLE X**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

**ARTICLE XI**

**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.

## **ARTICLE XII**

**Independent Contractor/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner, in accordance with good engineering practices, and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XIV**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be

extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

#### **ARTICLE XV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Steve Kooyman, P.E.  
Acting Deputy Director, Engineering  
Transportation Planning & Land  
Development Division

With a Copy to:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Janel Gifford, P.E.  
Office Engineer/Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Kimley-Horn and Associates, Inc.  
11919 Foundation Place  
Suite 200  
Gold River, California 95670-6600

Attn.: Charles R. Spinks, P.E., Vice President

or to such other location as Consultant directs.

#### **ARTICLE XVI**

**Indemnity:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

#### **ARTICLE XVII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.

- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.



- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

#### **ARTICLE XVIII**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XIX**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XX**

**California Residency (Form 590):** All independent Consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXI**

**County Payee Data Record Form:** All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Data Record Form with County.

**ARTICLE XXII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

**ARTICLE XXIII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**ARTICLE XXIV**

**Year 2000 Compliance:** Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

**ARTICLE XXV**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Steve Kooyman, P.E., Acting Deputy Director, Engineering, Transportation Planning & Land Development Division, Department of Transportation, or successor.

**ARTICLE XXVI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

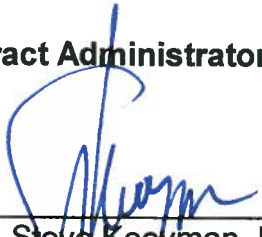
**ARTICLE XXVII**

**Partial Invalidity:** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXVIII**


**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Contract Administrator Concurrence:**

By:   
\_\_\_\_\_  
Steve Kooyma, P.E.  
Acting Deputy Director, Engineering  
Transportation Planning & Land  
Development Division  
Department of Transportation

Dated: 10/18/2011

**Requesting Department Concurrence:**

By:   
\_\_\_\_\_  
James W. Ware, P.E.  
Director of Transportation

Dated: 10/18/11


IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By:   
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 10/27/11

-- KIMLEY-HORN AND ASSOCIATES, INC. --

By:   
~~Charles R. Spinks, P.E.~~  
Vice President  
"Consultant"

Michael L. Schmitt, AICP, PTP

Dated: 10/20/2011

By:   
Matthew D. Weir, P.E.  
Assistant Secretary

Dated: 10/20/2011

# Kimley-Horn and Associates, Inc.

## Exhibit A

### Scope of Work

#### **PROJECT DESCRIPTION:**

County of El Dorado (County) Department of Transportation's (Department) existing Traffic Model and associated Geographic Information System (GIS) database will be evaluated along with the existing traffic forecasting processes as part of this Scope of Work culminating in a Traffic Model and GIS database (Traffic Model System) Needs Assessment. This Needs Assessment will provide the foundation for County to proceed with a Department recommendation to County's Board of Supervisors (Board) for a preferred Traffic Model and associated GIS database that, upon approval by the Board, will be implemented as part of a future Department Request for Proposals process.

Under this Agreement, Consultant shall review and compare the existing County Traffic Model and Sacramento Area Council of Governments (SACOG) Sacramento Regional Travel Demand Model Version 2001 (SACMET 01); review and assess County's existing GIS with respect to the data and layers needed for County's existing Traffic Model System and identify data/layer deficiencies and gaps for the future preferred Traffic Model System; complete County staff and outside agency staff interviews on the current Traffic Model/GIS use and future Traffic Model System and process recommended requirements; review up to (5) completed governmental agency reviews of widely used traffic forecasting software packages; develop a power point presentation of the traffic model system findings with recommendations for the preferred County Traffic Model System to be used by County; and prepare the necessary tasks with specifications for County to proceed with implementation of the preferred Traffic Model System upon Board approval.

#### **DELIVERABLES:**

Consultant shall submit all deliverables to County's Contract Administrator (CA) in accordance with the Deliverables listed in the Items of Work below and in accordance with Exhibit C, Cost Proposal and Schedule, hereto. County CA's email address is [steve.kooyman@edcgov.us](mailto:steve.kooyman@edcgov.us) and telephone number is (530) 621-5932.

All unsigned deliverables, whether hard copy or electronic versions, shall be provided using Microsoft (MS) Office 2003 applications (specifically, MS Word, MS Excel, and MS PowerPoint). Signed memorandums shall be submitted in Adobe portable document format (pdf).

Consultant shall submit all draft documents and memorandums to County's CA for review and comment. Consultant shall incorporate County's comments into the final documents or memorandums subject to agreement by Consultant and County's CA.

## **ITEM OF WORK 1 – REVIEW OF EXISTING MODELS AND COUNTY’S GIS**

### **A. Traffic Model Review**

Consultant shall complete a review and compare County’s existing Traffic Model and SACOG’s SACMET model and supporting model development documentation. During this task the following model attributes will be reviewed, compared, and documented:

- Software Platform
- Trip generation
- Trip distribution
- Trip assignment
- Mode Split
- Traffic analysis zone coverage in El Dorado County
- Model output at up to ten (10) locations along major arterials and US 50

### **B. County’s GIS Review**

Consultant shall complete a cursory review of the existing County’s GIS system with respect to the existing data and layers that should be utilized with the future Traffic Model System and identify deficiencies or data gaps with the existing GIS that will be needed to support the future Traffic Model System. The CA will provide Consultant a list of the existing County’s GIS layers, data, support documentation, and GIS system specifications (i.e., software and hardware) currently being utilized by the existing traffic model system.

Consultant shall prepare a Draft Technical Memorandum #1 with associated exhibits summarizing the findings of Item of Work 1, Tasks A and B, with a minimum of two (2) pages. The Draft Technical Memorandum #1 shall include a matrix comparing major attributes of County’s existing Traffic Model and SACOG’s SACMET model, a GIS graphic exhibit displaying the comparison of the two (2) select model volumes, and a matrix comparing existing County’s GIS layers/data with recommended GIS layers/data for the future Traffic Model System. The CA will review the Draft Technical Memorandum #1 and provide one (1) set of consolidated comments/edits to Consultant. Consultant shall finalize the Technical Memorandum #1 based on County’s comments/edits and provide the Final Technical Memorandum #1 to the CA.

#### **Deliverables:**

One (1) electronic and hard copy each of the Draft and Final Technical Memorandum #1 – Review of Existing Models and County’s GIS

## **ITEM OF WORK 2 - STAKEHOLDER AND AGENCY INTERVIEWS**

### **A. Interviews**

Consultant shall complete up to four (4) interviews with select County staff and stakeholders for the purpose of understanding perspectives on the existing El Dorado County model including: its usage, its value in existing and future planning processes,

and any challenges or opportunities that might exist. Particular attention will be given to understanding how existing GIS capabilities and existing databases are utilized during transportation planning processes. Perspectives on the existing traffic impact analysis process, as well as associated documentation will also be obtained during these interviews. County staff and stakeholder(s) selection with the appropriate date and time of the interviews will be determined by Consultant and CA.

**B. Meeting**

Consultant shall complete one (1) meeting with select SACOG staff to document the existing Metropolitan Planning Organization (MPO) model development process, County's historical interaction with users of the MPO model, opportunities for future coordination, and to explore options for future traffic forecasting for County. The selection of the SACOG staff shall be determined by Consultant and CA upon execution of the Agreement.

Consultant shall prepare a Draft Technical Memorandum #2, summarizing the findings of these two (2) tasks, with a minimum of two (2) pages. The CA will review the Draft Technical Memorandum #2 and provide one (1) set of consolidated comments/edits to Consultant. Consultant shall finalize the Technical Memorandum #2 based on County's comments/edits and provide the Final Technical Memorandum #2 to the CA.

**Deliverables:**

One (1) electronic and hard copy each of the Draft and Final Technical Memorandum #2 – Summary of Stakeholder and Agency Interviews/Meetings

**ITEM OF WORK 3 – SOFTWARE PLATFORM REVIEW**

Consultant shall identify and obtain up to five (5) completed governmental agency reviews of widely used traffic forecasting software packages. Consultant shall evaluate the five (5) agency reviews and supplement the reviews, as appropriate, with additional information from software vendors identified within the reviews. The five (5) governmental agencies will be determined by Consultant and CA.

Consultant shall compile the findings from the five (5) agency reviews with additional supplemental information within in a Draft Software Platform Matrix Summary that will include items related to cost, hardware requirements, GIS capabilities, benefits and limitations, ease of use, staffing requirements, system management requirements, and abilities of interfacing with the SACMET model. The CA will review the Draft Software Platform Matrix Summary and provide one (1) set of consolidated comments/edits to Consultant. Consultant shall finalize the Draft Software Platform Matrix Summary based on County's comments/edits and provide the Final Software Platform Matrix Summary to the CA.

**Deliverables:**

One (1) electronic and hard copy each of the Draft and Final Software Platform Matrix Summary

## **ITEM OF WORK 4 – TRAFFIC FORECASTING WORKSHOP**

Consultant shall develop a series of Traffic Model System recommendations using the information provided within Items of Work 1 through 3 presented in a PowerPoint presentation workshop to a small working group of County staff and select stakeholders. Consultant and CA will determine the selection of County staff and stakeholders and will determine the appropriate date and time of the workshop.

The workshop will focus on building a consensus between the selected groups on the following items:

1. How best to resolve inconsistencies among multiple agency models and forecasts (MPO, Caltrans, County, etc.).
2. Whether County should continue to maintain a separate traffic model, utilize elements of the regional model, or pursue some other approach for developing future traffic forecasts (which could include a hybrid methodology and some supplemental methodology to be used for traffic forecasts).
3. Staff utilization of County Traffic Model Platform and GIS system rather than Consultant, for the purpose of traffic forecasting (including GIS).
4. Software procurement (whether it be for a modeling platform or some other software to enhance traffic forecasting) including costs and staff training.
5. Recommended changes to business processes and management of the traffic forecast process and development traffic impact analysis process.
6. How to meet the needs of any preliminary planning efforts that may require traffic forecasting prior to completion of the ultimate traffic forecasting process.

Consultant shall prepare a Draft Technical Memorandum #3 summarizing discussions and recommendations resulting from the workshop, with a minimum of two (2) pages. The CA will review the Draft Technical Memorandum #3 and provide one (1) set of consolidated comments/edits to Consultant. Consultant shall finalize the Technical Memorandum #3 based on County's comments/edits and provide the Final Technical Memorandum #3 to the CA.

### **Deliverables:**

One (1) electronic and hard copy each of the Draft and Final Technical Memorandum #3 – Traffic Forecast Workshop, and one (1) PowerPoint Workshop presentation

## **ITEM OF WORK 5 – DEVELOP PREFERRED TRAFFIC MODEL SYSTEM SPECIFICATIONS AND IMPLEMENTATION TASKS**

Consultant shall develop a preferred Draft Traffic Model System Specifications and Implementation Tasks based on the comments from Item of Work 4 and the findings of Items of Work 1 through 3 and submit the Draft Traffic Model System Specifications and Implementation Tasks to the CA. The CA will review the Draft Traffic Model System Specifications and Implementation Tasks and provide one (1) set of consolidated comments/edits to Consultant. Consultant shall finalize the Draft Traffic Model System Specifications and Implementation Tasks based on County's comments/edits and



provide the Final Traffic Model System Specifications and Implementation Tasks to the CA.

The Traffic Model System Specifications shall utilize the preferred software vendor specifications, hardware vendor requirements, and system management requirements.

The Implementation Tasks shall include the following main subjects:

1. System Set-up
2. GIS Integration into the Forecasting Process
3. TAZ Structure Development
4. Traffic Data Collection
  - a. Counts and Trip Generation and Distribution
5. Model Calibration/Validation
  - a. Baseline Development
  - b. Future Traffic Forecasting
  - c. SACMET Comparison Analysis
6. Model User's Manual and Documentation Development
7. System Management Requirements
8. Staffing Requirements
9. Staff Training

**Deliverables:**

One (1) each Draft and Final Traffic Model System Specifications and Implementation Tasks

# Kimley-Horn and Associates, Inc.

## Exhibit B

### Fee Schedule

<u>Classification</u>	<u>Labor Rate (per hour)</u>
Technician	\$90
CADD Operator	\$100
Designer	\$120
Analyst I	\$90
Analyst II	\$100
Engineer/Planner	\$120
Senior Engineer/Planner	\$160
Project Manager	\$185
Senior Project Manager	\$200
Principal	\$225
Clerical	\$65
Accounting/Professional	\$90
Senior Accounting/Professional	\$115

#### A. OUTSIDE EXPENSES

Outside expenses incurred by Consultant under this Agreement shall be compensated at actual cost. These expenses may include, but shall not be limited to, costs for mapping, photographic or reproduction services; surveying and drafting supplies; equipment rental; fees for permits, filings, applications; and testing firms; postage and freight.

#### B. IN-HOUSE EXPENSES

In-house expenses incurred by Consultant under this Agreement shall be compensated as listed below:

<u>EXPENSE TYPE</u>	<u>RATE</u>
Office Computer & Software	Included in Labor Rate
Phone/Fax	Included in Labor Rate
Copies (in office convenience)	Included in Labor Rate
Auto Mileage	*
Miscellaneous Other Expenses	Actual Cost

\*Reimbursement for mileage expenses for Consultant, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. There shall be no markups allowed on mileage rates for Consultant.

# Kimley-Horn and Associates, Inc.

## Exhibit C

### Cost Proposal and Schedule

**Table 1 – Cost Proposal**

<b>Item of Work</b>	<b>Work Estimated Cost</b>
Item of Work 1. Review of Existing Models and County's GIS	\$1,800
Item of Work 2. Stakeholder and Agency Interviews	\$2,120
Item of Work 3. Software Platform Review	\$1,800
Item of Work 4. Traffic Forecasting Workshop	\$2,120
Item of Work 5. Develop Preferred Traffic Model System Specifications and Implementation Tasks	\$2,120
<b>Total Hours</b>	
<b>Subtotal</b>	<b>\$9,960</b>
<b>Miscellaneous Other Expenses</b>	<b>\$40</b>
<b>Total Not-to-Exceed Budget</b>	<b>\$10,000</b>

For this contract, the Project Manager and Senior Engineer/Planner classifications will be specifically dedicated to perform the work described in Exhibit A.

The distribution of proposed costs and items of work are estimates only. This Cost Proposal 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 amounts listed above among the various items of work identified herein, subject to the Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Contract be exceeded.

**Table 2 – Schedule**

<b>Item of Work</b>	<b>Title</b>	<b>Deliverable</b>	<b>Estimated Completion Date</b>
1	Review of Existing Models and County's GIS	Draft Technical Memorandum #1 – Review of Existing Models and County's GIS	November 4, 2011
2	Stakeholder and Agency Interviews	Draft Technical Memorandum #2 – Summary of Stakeholder and Agency Interviews/Meetings	November 11, 2011
3	Software Platform Review	Draft Software Platform Matrix Summary	November 4, 2011
4	Traffic Forecasting Workshop	Draft Technical Memorandum #3 and PowerPoint Presentation – Traffic Forecast Workshop	November 11, 2011
1	Review of Existing Models and County's GIS	Final Technical Memorandum #1 – Review of Existing Models and County's GIS	November 18, 2011
2	Stakeholder and Agency Interviews	Final Technical Memorandum #2 – Summary of Stakeholder and Agency Interviews/Meetings	November 18, 2011
3	Software Platform Review	Final Software Platform Matrix Summary	November 18, 2011
4	Traffic Forecasting Workshop	Final Technical Memorandum #3 and PowerPoint Presentation – Traffic Forecast Workshop	November 18, 2011
5	Develop Preferred Traffic Model System	Draft Traffic Model System Specifications and Implementation Tasks	November 23, 2011
5	Traffic Forecasting Workshop	Final Traffic Model System Specifications and Implementation Tasks	December 5, 2011

The deliverable completion dates are estimates only. Consultant may request a change to the above deliverable dates, subject to Contract Administrator's written approval.