

Kimley-Horn and Associates, Inc.

**ORIGINAL**

**Preparation of Final Traffic Impact Analysis Report  
for the Diamond Springs Parkway Project**

**AGREEMENT FOR SERVICES # AGMT 08-1778**

**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 business address is 3001 Weston Parkway, Cary, North Carolina 27513-2301, and whose local office address is 1430 Blue Oaks Boulevard, Suite 120, Roseville, California 95747 (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 the preparation of the Final Traffic Impact Analysis Report for the Diamond Springs Parkway-Phase 1 Project; and

**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; and

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

**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 traffic engineering services necessary to prepare the Final Traffic Impact Analysis Report for the Diamond Springs Parkway Project. Services shall include, but not be limited to; those items of work 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 Base Scope of Work (Items A through C) 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.

In addition to the specific services identified as the Base Scope of Work (Items A through C) in Exhibit A, this Agreement may also include one or both of the Supplemental Items of Work identified as Items of Work D and E, in Exhibit A.

Before proceeding with any work concerning the Supplemental Items of Work under this Agreement, County's Contract Administrator will issue a separate written Notice to Proceed. Each Notice to Proceed will indicate specific dates on which Consultant shall begin and complete the Supplemental Item of Work and shall include specific deliverables and a not-to-exceed cost for the work. No payment will be made for any Supplemental Item of Work performed prior to the date specified in the written Notice to Proceed, and no payment will be made for amounts in excess of the not-to-exceed amount established for the Supplemental Item of Work.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire upon acceptance of the Final Traffic Impact Analysis Report by County and Caltrans.

## **ARTICLE III**

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

Reimbursement for mileage expenses, 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.

The total amount for services to be provided under the Base Scope of Work in accordance with Exhibit A hereto shall not exceed \$27,630, inclusive of all expenses.

The total amount for all Supplemental Items of Work, if any, which may be assigned in accordance with Exhibit A hereto, shall not exceed \$14,400, inclusive of all expenses.

The total amount of this Agreement, including all of the services detailed as the Base Scope of Work in Exhibit A and including any Supplemental Items of Work which may be assigned, and inclusive of all costs and expenses shall not exceed \$42,030.

For the purposes of budgeting the items of work identified in Exhibit A, Scope of Work, the maximum allowable billing amounts for each item of work are described in Exhibit C, marked "Cost Proposal," 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. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Exhibit C among Consultant's own personnel and among the various tasks identified therein, subject to the Contract Administrator's written approval. In no event shall the "not-to-

exceed" amount of the Base Scope of Work be exceeded, nor shall the amounts identified for supplemental items be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.

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. Consultant shall bill County for only one item of work per invoice. Consultant shall attach a copy of the notification to proceed required under the provisions of Article I, Scope of Services, and copies of any progress reports required under the provisions of Article VII, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. 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 and progress reports are received, or proceed as set forth herein below in Article XV, Default, Termination, and Cancellation.

#### **ARTICLE IV**

**Standards for Work:** Services rendered under this Agreement shall be performed in accordance with current County and Caltrans design criteria, regulations, policies, procedures, manuals, and standards, including, as applicable, the guidelines set forth in the latest editions of the *AASHTO Green Book - A Policy on Geometric Design of Highways and Streets*, the *Caltrans Highway Design Manual*, the *Caltrans Traffic Manual and California Manual on Uniform Traffic Control Devices*, the *Institute of Transportation Engineers (ITE) Traffic Control Devices Handbook*, the *Caltrans Local Assistance Procedures Manual*, the *El Dorado County Design and Improvements Standards Manual*, and all other applicable Caltrans, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner in accordance with good engineering practices.

All of Consultant's services and deliverables must adhere to current County, and Caltrans requirements for project development and shall be made available to County and Caltrans for review and approval at stages as specified in this Agreement or upon request by County's Contract Administrator.

Consultant has full responsibility for the accuracy and completeness of the work products,

reports and other documents that may be required for the services to be provided under this Agreement. Assistance, cooperation and oversight by County, Caltrans or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by the appropriate approving agencies.

## **ARTICLE V**

**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. 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 VI**

**Prevailing Wage:** County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant and any subconsultants authorized pursuant to this Agreement shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the offices of the District Director of Transportation for the district in which the work is situated. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant and any authorized subconsultants shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant and any subconsultant authorized under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

## **ARTICLE VII**

**Progress Reports:** Consultant shall submit progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the tasks and the items of work 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. Separate detail shall be provided for each ongoing item of work. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants 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 VIII**

**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 and any and all other materials or data produced as part of this Agreement will automatically be vested in County and no further agreement will be necessary to transfer ownership to 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 project.

## **ARTICLE IX**

**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 X**

**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 XI**

**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 XII**

**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 XIII**

**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 subconsultants, 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 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 XIV**

**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 XV

### 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 XVI

**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:

With a Copy to:

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

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

Attn.: Matthew D. Smeltzer,  
Deputy Director of Engineering  
West Slope Engineering Division

Attn.: Tim C. Prudhel,  
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Kimley-Horn and Associates, Inc.  
1430 Blue Oaks Boulevard, Suite 120  
Roseville, California 95747

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

or to such other location as Consultant directs.

#### **ARTICLE XVII**

**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, consultants and subconsultants. 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 XVIII**

**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 the 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 the 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 XIX**

**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 XX**

**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 XXI**

**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 XXII

**Taxpayer Identification Number (Form W-9):** All independent contractors or corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

## ARTICLE XXIII

**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 the County Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

## ARTICLE XXIV

**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 XXV

**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 XXVI

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director of Engineering, West Slope Engineering Division, Department of Transportation, or successor.

## ARTICLE XXVII

**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 XXVIII

**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 XXIX**

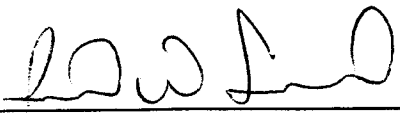
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Contract Administrator Concurrence:**

By:   
Matthew D. Smeltzer  
Deputy Director of Engineering  
West Slope Engineering Division  
Department of Transportation

Dated: 9/25/08

**Requesting Department Concurrence:**

By:   
Richard W. Shepard, P.E.  
Director of Transportation

Dated: 9/25/08

**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: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:

Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

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

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Charles R. Spinks, P.E.  
Vice President  
"Consultant"

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Michael J. Fisher, P.E.  
Assistant Secretary

Exhibit A

Scope of Work

**SCOPE OF WORK DESCRIPTION:**

County is proposing this Project to construct the Diamond Springs Parkway between Missouri Flat Road and Diamond Road (SR-49) and necessary improvements on Diamond Road (SR-49). This Scope of Work is confined to preparing the Final Traffic Impact Analysis (TIA) that will be incorporated into the Environmental Impact Report (EIR) (prepared under a separate agreement) for the Project.

The TIA includes the forecasting of 2010, 2020 and 2030 volumes for a 20-year design horizon. The TIA also provides the operational analysis of the No Project and Proposed Project Alternatives for each of the above forecast years.

To date, Kimley-Horn and Associates, Inc. (KHA) has, under a separate contract with a developer, performed the following tasks for the TIA:

1. Data Collection
2. Level of Service Analysis
3. Traffic Signal Needs Assessment
4. Queuing Evaluation
5. Traffic Accident Evaluation
6. Bicycle and Pedestrian Facility Evaluation
7. Draft Traffic Analysis Volumes Summary Letter Report
8. Response to County Comments on Draft Traffic Analysis Volumes Summary Letter Report
9. Revised Draft Traffic Analysis Volumes Summary Letter Report
10. Response to Caltrans Comments on the Revised Draft Traffic Analysis Volumes Summary Letter Report
11. Final Traffic Analysis Volumes Summary Letter Report
12. Draft Traffic Impact Analysis Report
13. Response to County Comments on Draft Traffic Impact Analysis
14. Revised Draft Traffic Impact Analysis Report

Pursuant to that contract, KHA has consented to the developer's assignment of all of its right, title and interest in, to and under the work, work product, data, plans and documents, whether electronic or printed, including the work product associated with all of the above tasks to the County of El Dorado at no cost to the County. The purpose of this Agreement is to complete the following items of work and deliverables described herein.

**DELIVERABLES:**

KHA shall submit all deliverables to County's Contract Administrator in accordance with the Project schedule below. All unsigned deliverables, whether hard copy or electronic versions, will be provided using Microsoft Office 2003 applications (specifically, MS Word, MS Project, and MS Excel). Signed reports will be submitted in Adobe portable document format (pdf).

KHA shall submit all draft documents and reports to County's Contract Administrator for review and comment. KHA shall incorporate County's comments into the final documents or reports subject to agreement by KHA and County's Contract Administrator.

KHA shall submit meeting agendas electronically one (1) day prior to each meeting and shall submit meeting minutes electronically within five (5) days of each meeting.

**PROJECT SCHEDULE:**

KHA will provide traffic engineering services as noted in the table below of this Scope of Work. All dates are from receipt of a Notice to Proceed from the County.

<b>Deliverable</b>	<b>Anticipated Time Frame</b>
Project Status Reports	Monthly
Quality Control Plan	1 week from Notice to Proceed
First Response to Comments	2 weeks after receipt of comments from County and Caltrans on Draft TIA
Second Response to Comments	2 weeks after receipt of comments from first response
Final Traffic Impact Analysis Report	1 week after second response comments
Response to Public Comments on the transportation and circulation section of the project's DEIR	3 weeks after receipt of public comments
Additional Traffic Operational Analysis Letter	3 weeks after County request
Meeting Attendance	As required

Adjustments to the Project Schedule can be made with written approval of County's Contract Administrator.

**BACKGROUND:**

The detailed Scope of Work provides the necessary work breakdown structure to adequately guide and control the proposed work and deliverables. The Scope of Work includes the Base Scope of Work and Supplemental Items of Work encompassing additional traffic operation analysis and/or public outreach that may or may not be assigned by County's Contract Administrator. County will provide project oversight, giving KHA direction and guidance, as needed, to ensure that the Project meets County requirements. Caltrans will provide project oversight to ensure that the Project meets Caltrans requirements. The Base Scope of Work includes the Items of Work listed below and detailed in the item descriptions.

**Base Scope of Work**

**Item of Work A – Project Management**

**Item of Work B – Final Traffic Impact Analysis Report**

**Item of Work C – Response to Public Comments on the Draft EIR**

**Supplemental Items of Work:**

**Item of Work D – Additional Traffic Operational Analysis**

**Item of Work E – Public Outreach**

## **ITEM OF WORK A - PROJECT MANAGEMENT**

KHA will provide project management for each Item of Work detailed in this Base Scope of Work. KHA's Project Manager, Steven Pyburn, Traffic Engineer, will proactively manage the project development process, assure that the key submittal milestone events are met, and ensure that County staff is kept informed on significant Project issues. Project Management activities will consist of meeting attendance, scheduling, coordination, quality control, and project administration.

### **Coordination Meetings**

KHA will coordinate the TIA with County, Caltrans, and others through meetings and correspondence. A total of eight (8) meetings are anticipated to coordinate and discuss specific Project needs and issues. KHA will provide meeting notices, prepare meeting materials, agendas and prepare meeting minutes.

### **Quality Assurance and Control (QA/QC)**

KHA will prepare and implement a project specific quality assurance/quality control (QA/QC) plan that will outline QA/QC procedures for project deliverables, budgets and schedules. Calculations and drawings will be independently checked, corrected when necessary and rechecked to assure that all revisions have been made prior to the submittals.

#### **Deliverables:**

**Coordination Meeting Notices, Materials, Agendas and Minutes  
QA/QC Plan**

## **ITEM OF WORK B – FINAL TRAFFIC IMPACT ANALYSIS REPORT**

Under a separate contract, KHA previously produced a Revised Draft Traffic Analysis for Caltrans' review. KHA will respond to two (2) sets of consolidated comments from the County and Caltrans, regarding the Revised Draft Traffic Analysis.

KHA will incorporate comments from County and Caltrans into the Final TIA. KHA will prepare and submit two (2) bound copies (with technical appendix) and one (1) electronic copy of the Final TIA report (with technical appendix) to the County and Caltrans. County will also submit an electronic copy of the report in MS Word format, with the graphics and technical appendices in PDF format to the County's environmental consultant for inclusion in the Draft EIR (DEIR) to be prepared for the Proposed Project.

#### **Deliverables:**

**First Response to Comments from County and Caltrans in electronic format  
Second Response to Comments from County and Caltrans in electronic format  
Final Traffic Impact Analysis (Four (4) bound hard copies and two (2) electronic copies)**

## **ITEM OF WORK C – RESPONSE TO PUBLIC COMMENTS ON THE DRAFT EIR**

KHA will respond to and comment on one (1) set of technical comments on the "Transportation and Circulation" section of the Project's Draft EIR that is directly related to the TIA produced by KHA. This Scope of Work does not include any additional analysis.



Responses to public comments will be compiled in a letter report to be submitted in electronic format to County and to County's environmental consultant preparing the Project's Final EIR (FEIR).

**Deliverables:**

**"Transportation and Circulation" Response to Comments Letter Report on the Transportation and Circulation Section of the Project's Draft EIR**

**SUPPLEMENTAL ITEMS OF WORK (Items D and E)**

County may require KHA to perform any or all of the following Supplemental Items of Work. If KHA's services are required for any of these Supplemental Items of Work, County's Contract Administrator will issue separate written Notice(s) to Proceed for KHA to perform those tasks. Each Notice will indicate specific dates on which KHA shall begin and complete the required Supplemental Item of Work and shall include specific deliverables and a not-to-exceed cost for the work. KHA shall not commence work on any Supplemental Items of Work until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in each Notice to Proceed.

**ITEM OF WORK D – ADDITIONAL TRAFFIC OPERATIONAL ANALYSIS**

Based on comments received from County, Caltrans, or the public, KHA will provide additional traffic operational analysis to resolve the comments. KHA will analyze study intersections according to the analysis procedures contained in the Highway Capacity Manual (HCM), (Transportation Research Board, 2000) and shall apply the Synchro/Sim Traffic microscopic traffic simulation analysis software. The traffic simulation analysis will model more accurately the effects of signal coordination and vehicle queues on intersection capacity than the macroscopic equations provided by the HCM. The results of the additional analysis will be incorporated into the Response to Comments (Item of Work B), Final Traffic Impact Analysis Report (Item of Work B) or "Transportation and Circulation" Response to Comments Letter (Item of Work C).

**Deliverables:**

**Additional traffic operational analysis output files in electronic (PDF) format.**

**ITEM OF WORK E – PUBLIC OUTREACH**

At the request of County, KHA will participate in one (1) community meeting and attend one (1) public hearing of the Parkway Project. KHA staff shall be available to answer technical questions related to the Traffic Impact Analysis prepared by KHA. Presentations will be made by others.

**Deliverables:**

**Meeting attendance and participation**

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

**Exhibit B**

**Fee Schedule**

<u>Classification</u>	<u>Labor Rate</u>
Technician	\$95
CADD Operator	\$110
Designer	\$137
Analyst I	\$130
Analyst II	\$140
Engineer/Planner	\$154
Senior Engineer/Planner	\$182
Project Manager	\$200
Senior Project Manager	\$225
Principal	\$246
Clerical	\$87
Accounting/Professional	\$116
Senior Accounting/Professional	\$195
Computer Analysis/CADD (per hour)	\$ 25

**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, 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.

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

**Exhibit C**

**Cost Proposal\***

Base Scope of Work

Item of Work A - Project Management and Meetings	\$	11,500
Item of Work B - Final Traffic Impact Analysis Report	\$	10,500
Item of Work C - Response to Public Comments on the DEIR	\$	2,940
	Labor Subtotal	\$ 24,940
	Other Direct Costs	<u>\$ 2,690</u>
	Total Prime Costs	\$ 27,630
	<b>Total Base Scope Cost</b>	<b>\$ 27,630</b>
	Supplemental Items	<u>\$14,400</u>
	<b>Total Cost</b>	<b>\$ 42,030</b>

\* The distribution of proposed costs and items of work are estimates only. This cost proposal budget represents the composition of the total not-to-exceed budget for the services to be provided under this Agreement. In the performance of the work to be provided in accordance with this budget, Kimley-Horn and Associates, Inc. may request to reallocate the amounts listed herein among the various items of work identified herein, so long as the total not-to-exceed amount is not exceeded and subject to Contract Administrator approval. In no event shall the "not-to-exceed" amount of the Base Scope be exceeded, nor shall the total not-to-exceed amount of the Contract be exceeded.