

ORIGINAL

Kittelson & Associates, Inc.

Corridor Analysis for Green Valley Road

AGREEMENT FOR SERVICES #443-S1411

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 Kittelson & Associates, Inc., an Oregon corporation duly qualified to conduct business in the State of California, whose principal place of business is 610 S.W. Alder Street, Suite 700, Portland, Oregon 97205 and whose local office address is 428 J Street, Suite 500, Sacramento, California 95814 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency to analyze current conditions on Green Valley Road and to provide recommendations for potential mitigations;

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, subconsultants, materials, equipment, and services necessary to analyze current conditions on Green Valley Road and provide recommendations for potential mitigations (hereinafter referred to as Project), and other services as may be necessary to accomplish the objectives set forth herein. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. Deliverables for the specific tasks to be provided under the Scope of Work shall be as specified therein, shall be prepared using the software described in this Article, and shall be submitted in accordance with Exhibit A, hereto. Modifications to the deliverables required in Exhibit A, hereto, or to the software requirements may only be made in accordance with the prior written approval of County's Contract Administrator.

County's Contract Administrator will issue a written Notice to Proceed following the execution of this Agreement. Consultant shall not commence 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.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with Exhibit A, hereto. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

Exhibit A, Scope of Work, also outlines the scope of Consultant's subconsultants' responsibilities. All of the tasks included in the Scope of Work, hereto, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultants for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire two (2) years thereafter.

ARTICLE III

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

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Billing Schedule," incorporated herein and made by reference a part hereof. The hourly rates listed on the Billing Schedule may be adjusted annually and are subject to a maximum of five percent (5%) increase upon written request of Consultant and upon prior written approval by County's Contract Administrator. Any rate increases authorized by County's Contract Administrator shall not increase the not-to-exceed amount of the Agreement.

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. Mileage reimbursement rates apply to

Consultant and to any subconsultants authorized under this Agreement. There shall be no markups allowed on mileage rates for Consultant or for any subconsultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will not be reimbursed as a direct expense for any services performed under this Agreement by Consultant or by any subconsultants authorized under this Agreement.

Direct expenses, including but not limited to delivery charges, teleconferences, long distance telephone expenses, outside printing and binding expenses, and authorized outside services and expenses including subconsultants, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include direct expenses shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

For the purposes of budgeting the Tasks in Exhibit A, the billing amounts for each Task are identified in Exhibit C, marked "Cost Proposal*," incorporated herein and made by reference a part hereof. 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 the various Tasks (not its subconsultants) and among its direct expenses, subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultant's Tasks (subconsultant direct costs) and not among the various subconsultants, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$100,266, inclusive of all work of subconsultants, costs and expenses.

In accordance with ARTICLE XV, Prevailing Wage, Consultant shall provide County's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the applicable project. No invoice shall be paid until the certified payroll is submitted.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE VI, Progress Reports, herein, 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
Community Development Agency
Long Range Planning Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Cindy Johnson
Administrative Technician

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 XVIII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Standards for Work: Services rendered under this Agreement shall be performed in accordance with and full compliance with the 2004 El Dorado County General Plan, Highway Capacity Manual (Transportation Research Board, 2010), and all other applicable Caltrans, federal, state and local laws, County guidelines and accepted industry standards, and shall be performed in a safe, professional, skillful and workmanlike manner.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports and such other documents that may be required for the tasks assigned. Assistance, cooperation and oversight by County, Caltrans, or other regulatory agencies will not relieve Consultant of this professional responsibility.

ARTICLE VI

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the 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 County's 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 County's Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's Contract Administrator. 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 VII

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

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, 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 and deliverables provided under this Agreement.

ARTICLE IX

Consultant's Project Manager: Consultant designates Chirag Safi, P.E., Project Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE X

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. There shall be no change in Consultant's Project Manager or subconsultants without prior written approval by County's Contract Administrator.

ARTICLE XI

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 XII

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, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Community Development Agency 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 XIII

Subcontracting, 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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize the specific subconsultants in Exhibit A, Scope of Work, for the particular tasks, work and deliverables identified therein. At no time shall County be obligated to pay separately for subconsultant services. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

ARTICLE XIV

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, in accordance with good engineering practices, and shall be liable for its own negligence and negligent acts of its employees and subconsultants. 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 or subconsultants.

ARTICLE XV

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 and its subconsultants 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 principal office of County's Community Development Agency. Changes, if any, to the general prevailing wage rates will be available at the same location.

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.

Where applicable, 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 authorized subconsultants shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

As required under the provisions of Labor Code Section 1776, Consultant and all subconsultants authorized under this Agreement shall keep accurate payroll records. Consultant shall submit certified payroll to County in accordance with ARTICLE III, Compensation for Services.

ARTICLE XVI

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 XVII

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XVIII

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 Agreement. 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 XIX

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
 Community Development Agency
 Long Range Planning Division
 2850 Fairlane Court
 Placerville, California 95667

Attn.: David Defanti
 Assistant Director

With a copy to:

County of El Dorado
 Community Development Agency
 Administration and Finance Division
 2850 Fairlane Court
 Placerville, California 95667

Attn.: Sherrie Busby
 Administrative Services Officer
 Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Kittelson & Associates, Inc.
 428 J Street, Suite 500
 Sacramento, California 95814

Attn.: Jim E. Damkowitch
 Principal Planner

or to such other location as Consultant directs.

ARTICLE XX

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XIX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXI

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 XXII

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 and a \$2,000,000 aggregate limit.
- 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 Agreement, 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 Agreement 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 prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- 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.

In addition, Consultant shall ensure that all subconsultants maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XXIII

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 XXIV

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 XXV

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

ARTICLE XXVI

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 limited liability company or 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 XXVII

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 Payee Data Record Form with County.

ARTICLE XXVIII

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, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

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 XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is David Defanti, Assistant Director, Community Development Agency, Long Range Planning Division, or successor.

ARTICLE XXXI

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 XXXII

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 XXXIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXV


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.

Requesting Contract Administrator and Division Concurrence:

By: 
David Defanti, Assistant Director
Long Range Planning Division
Community Development Agency

Dated: 2/28/14

Requesting Department Concurrence:

By: 
Kimberly A. Kerr, Acting Director
Community Development Agency

Dated: 3/3/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

--KITTELSON & ASSOCIATES, INC.--

By:  _____
Jim E. Damkowitch
Principal Planner
"Consultant"

Dated: 3/6/14

Kittelson & Associates, Inc.

Agreement for Services #443-S1411

Exhibit A

SCOPE OF WORK

Background

Green Valley Road is a two-lane rural highway starting at the City of Folsom, which transitions to a four-lane roadway west of Sophia Parkway. The four-lane roadway extends to Francisco Drive, then transitions back to a two-lane rural highway east of Francisco Drive. Several Capital Improvement Program (CIP) projects have been completed along the Corridor. There are also several other projects programmed along the Corridor in the Current Year, 5-Year, 10-Year, and 20-Year CIP. In addition, the City of Folsom has received a grant to widen Green Valley Road from East Natoma Street to Sophia Parkway. Construction is tentatively scheduled to begin in 2016.

On September 30, 2013, the Board of Supervisors (Board) directed staff to move forward with the Green Valley Road Corridor Analysis to identify the baseline traffic conditions on Green Valley Road from the County line to Lotus Road.

Deliverables

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, Consultant shall submit hard copy deliverables via US Mail or in-person delivery and electronic copy deliverables via email to David Defanti, County's Contract Administrator (CA) with a copy to Natalie Porter, Project Manager. Electronic copy deliverables shall be produced using Microsoft (MS) Office 2010 applications (specifically, MS Word) and shall be submitted in both MS Word and Adobe portable document format (PDF). County's CA's current address is 2850 Fairlane Court, Placerville, CA 95667 and the current email address is david.defanti@edcgov.us. Project Manager's email address is natalie.porter@edcgov.us.

TASK 1: FIELD VISIT AND ROAD CHARACTERISTIC INFORMATION GATHERING

Consultant shall conduct a field visit and gather inventory of roadway characteristics for the segments and intersections listed below. The data for the roadway segments should include, at a minimum, road widths, number and location of driveways with direct access onto Green Valley Road, striping and signing, identification of bike lanes, number of lanes and allowable movements, existing Right of Way and access control. The data for the intersections should include, at a minimum, number and type of lanes entering the intersection, sight distance measurements and

type of traffic control. If an intersection is signalized, the data should include signal timing, signing and striping, existing Right of Way, and whether the intersection is included in a school safety zone.

Roadway Segments:

1. County line to Sophia Parkway
2. Sophia Parkway to Francisco Drive
3. Francisco Drive to El Dorado Hills Boulevard/Salmon Falls Road
4. El Dorado Hills Boulevard/Salmon Falls Road to Silva Valley Parkway/Allegheny Road
5. Silva Valley Parkway/Allegheny Road to Malcolm Dixon Road
6. Malcolm Dixon Road to Deer Valley Road (West)
7. Deer Valley Road (West) to Bass Lake Road
8. Bass Lake Road to Cameron Park Drive
9. Cameron Park Drive to Ponderosa Road
10. Ponderosa Road to N. Shingle Road
11. N. Shingle Road to Lotus Road

Intersections:

1. Green Valley Road @ Sophia Parkway
2. Green Valley Road @ Francisco Drive
3. Green Valley Road @ El Dorado Hills Boulevard/Salmon Falls Road
4. Green Valley Road @ Silva Valley Parkway/Allegheny Road
5. Green Valley Road @ Deer Valley Road (West)
6. Green Valley Road @ Bass Lake Road
7. Green Valley Road @ Cambridge Road/Peridot Drive
8. Green Valley Road @ Cameron Park Drive/Starbuck Road
9. Green Valley Road @ Deer Valley Road (East)
10. Green Valley Road @ Ponderosa Road
11. Green Valley Road @ N. Shingle Road
12. Green Valley Road @ Lotus Road
13. Green Valley Road @ Loch Way
14. Green Valley Road @ Malcolm Dixon Road
15. Green Valley Road @ Rocky Springs Road/Steves Way
16. *Green Valley Road @ Pleasant Grove Middle School*

Task 1 Deliverable: Field visit inventory and observations shall be included in the Draft and Final Technical Memorandum of Results

TASK 2: TRAFFIC DATA COLLECTION AND REVIEW

Consultant and its subconsultant, Quality Counts, LLC, shall use the most recent turning movement counts from the Dixon Ranch Traffic Impact Analysis and Arco AM/PM Traffic Impact Analysis. These two (2) studies collected turning movement counts in 2013 for the study intersections #1 through #8, #13 and #14 above. Consultant shall perform an analysis of historical counts within the study area to determine whether these traffic counts reflect existing conditions. Adjustments shall be recommended and discussed with County staff prior to continuing with the next task.

Consultant and its subconsultant, Quality Counts, LLC, shall administer AM and PM Peak Period turning movement traffic counts at the remaining six (6) study intersections and for up to eleven (11) roadway segments (weekly, including Mondays, Fridays and weekends, tube counts). Consultant shall comprise the tube data of volumes, speed and vehicle classification.

Consultant and its subconsultant, Quality Counts, LLC, shall collect roadway segments (up to eleven [11]) and intersections (up to sixteen [16]) counts in April or May to verify the monthly variations of traffic on Green Valley Road.

Task 2 Deliverable: Traffic data and review of historical data shall be included in the Draft and Final Technical Memorandum of Results

TASK 3: ACCIDENT DATA COLLECTION

Consultant shall acquire and process by roadway segment or location the collision data from County staff and the Statewide Integrated Traffic Records System (SWITRS) for the three (3) most recent years covering approximately ten (10) miles of Green Valley Road from County line to Lotus Road.

Task 3 Deliverable: Accident data shall be included in the Draft and Final Technical Memorandum of Results

TASK 4: IDENTIFICATION OF TRAFFIC OPERATIONAL DEFICIENCIES

Consultant and its subconsultant, Quality Counts, LLC, shall analyze existing traffic counts at the intersections and roadway segments, as identified in Task 2, as appropriate (up to sixteen [16] intersections and eleven [11] roadway segments) using the Highway Capacity Manual (HCM) 2010

methodologies. Traffic operational deficiencies shall be identified and improvements shall be recommended.

Additional tasks:

1. Consultant and its subconsultant, Quality Counts, LLC, shall analyze school traffic from Pleasant Grove Middle School, and recommend improvements. The following subtasks are associated with this task:
 - Collect and analyze school peak (two [2] hours in the afternoon) turning movements at the Silva Valley Parkway and El Dorado Hills/Salmon Falls intersections. Identify deficiencies and recommend improvements.
 - Conduct a field visit in the vicinity of Pleasant Grove Middle School and prepare inventory of any traffic circulation issues to and from Green Valley Road. Qualitatively evaluate traffic conditions at the school access points, identify traffic related issues and recommend improvements.
2. Consultant and its subconsultant, Quality Counts, LLC, shall analyze the cut-through traffic on Allegheny Road and Malcolm Dixon Road. The following subtasks are associated with this task:
 - Collect Origin-Destination (O-D) surveys at the Green Valley Road/Malcolm Dixon Road, Green Valley Road/Allegheny Road and Malcolm Dixon Road/Salmon Falls Road intersections using BlueMAC (<http://www.mybluemac.com/?service=origin-destination>).
 - Evaluate the O-D survey data and determine cut-through traffic patterns.
 - Suggest ways to re-route traffic to Green Valley Road.
 - Address how to minimize vehicle trips added to Green Valley Road, but redirect cut-through traffic back onto Green Valley Road from Allegheny Road/Malcolm Dixon Road.
3. Consultant and its subconsultant, Quality Counts, LLC, shall analyze the school pick up and trips to after school activities peak hour. School pick-up and drop-off activities shall be surveyed at the Pleasant Grove Middle School. Consultant and its subconsultant, Quality Counts, LLC, shall document type and extent of mode (e.g., vehicular pick up/drop off, walk to school, bike to school, etc.) used to travel to the school. In addition, Consultant shall coordinate with the school to identify any traffic and circulation issues resulted due to characteristics of Green Valley Road.

Additional data and observations needed to evaluate drop-off and pick-up activities and their impact on Green Valley Road may be combined with other field visits contained in previous tasks.

4. Consultant and its subconsultant, Quality Counts, LLC, shall prepare a preliminary “financial strategy” since a detailed “financial plan” is beyond the scope and purpose of this analysis. Consultant shall identify potential funding sources to mitigate traffic and safety related issues in the study corridor. This may include a range of sources such as grant programs, additional taxes, use of general funds, and CIP funds. Consultant shall provide “planning level” cost estimates for all recommended traffic and safety improvements. A financing plan should be

considered after the finalization of this Project and with assistance from an economist or a transportation finance consultant.

5. Consultant and its subconsultant, Quality Counts, LLC, shall analyze forty-two (42) individual driveways or access roads onto Green Valley Road. The task will include:
 - o Prepare inventory of all individual driveways or access roads on Green Valley Road. The inventory shall document type of access, traffic control, intersection geometry and lanes.
 - o cursory evaluation of sight distance at all individual driveways or access roads. The driveways that are visually observed to provide limited sight distance shall be identified.
 - o Qualitative evaluation of opportunities to consolidate accesses and restriction of movements.

Task 4 Deliverable: Traffic operational deficiencies and improvement recommendations shall be included in the Draft and Final Technical Memorandum of Results

TASK 5: IDENTIFICATION OF ACCIDENT TYPES AND CAUSES

Consultant shall evaluate accident data and identify predominant accident types and causes for the study locations (up to eleven [11] roadway segments and sixteen [16] intersections). Solutions shall be recommended to address any potential safety issues.

Additional Tasks:

1. Consultant shall investigate the need for additional speed limit signs and ways to encourage drivers to slow down. The following tasks shall be performed:
 - o Conduct a focused field visit to collect inventory of speed limit signs.
 - o Perform qualitative evaluation of placement and number of speed limit signs along Green Valley Road. The prevailing speeds shall be analyzed in conjunction with the posted speed limit and associated accident data.
 - o Suggest improvements and traffic calming measures to alleviate speeding issues, if any.
2. Consultant shall recommend improvements to the bike lanes to make them safer. The following tasks shall be performed:
 - o Perform focused field surveys to prepare inventory of existing bicycle facilities in the study area.
 - o Identify gaps in bicycle network along the corridor and vehicular-bicycle conflict areas.
 - o Suggest improvements to enhance safety of bicyclists.
3. Consultant and its subconsultant, Rincon Consultants, Inc., shall perform a noise analysis on Green Valley Road. The noise analysis shall focus on the existing noise along Green Valley Road. The following tasks shall be performed by Consultant and its subconsultant, Rincon Consultants, Inc.:

- Ambient noise measurements shall be taken in the field to characterize the existing noise conditions using an ANSI Type II sound level meter. Up to eight (8) daytime measurements shall be taken along key roadway segments and intersections (the eight [8] segments or intersections shall be determined with County staff, and shall be consistent with the segments/intersections analyzed within the traffic study prepared by Consultant). These measurements shall involve 20-minute samples at the individual locations.
- Existing traffic noise levels along key roadway segments (up to a total of eight (8), will be determined with County staff) shall be modeled based upon traffic data from the traffic study prepared by Consultant. Traffic noise shall be forecast using the Federal Highway Administration Traffic Noise Model (TNM®) version 2.5.
- Forecast noise levels shall be compared to applicable standards and thresholds in the El Dorado County Noise Element or other pertinent County thresholds of significance.
- Appropriate mitigation measures shall be developed, if necessary. Mitigation may involve various methods to minimize long-term traffic noise impacts.
- A Technical Memorandum of Findings shall be prepared and two (2) rounds of comments shall be addressed.
- Attendance at one (1) meeting and one (1) site visit is assumed.

Task 5 Deliverable: Technical Memorandum of Findings. High accident types and locations, and improvement recommendations shall be included in the Draft and Final Technical Memorandum of Results

TASK 6: TECHNICAL MEMORANDUM OF RESULTS

Consultant shall present preliminary findings of existing deficiencies and constraints to the public to solicit input before producing the Draft Technical Memorandum of Results. Consultant shall produce a Draft Technical Memorandum of Results with appropriate graphics and tables, summarizing results and findings of the traffic and accident analysis including the input from the public presentation. Consultant shall prepare a Final Technical Memorandum of Results after one (1) round of consolidated comments from County.

Task 6 Deliverable: Draft and Final Technical Memorandum of Results – Two (2) hard copies and one (1) electronic copy

TASK 7: MEETINGS

Consultant shall prepare for and attend up to three (3) Project meetings with designated County staff. For budget purposes, two (2) meetings shall be teleconferences and one (1) in-person meeting at County office or at Consultant's Sacramento office. The meeting location shall be determined by County's Contract Administrator or designee. Consultant shall prepare a summary of meeting discussions and decisions.

Task 7 Deliverable: One (1) electronic copy of the summary of each teleconference or meeting discussions and decisions emailed within one (1) week of the meeting

TASK 8: PUBLIC OUTREACH

Consultant shall support County staff with public outreach to discuss the results from the Green Valley Corridor Analysis. Consultant shall coordinate with County to determine ways to present findings of the study. Discussions with County shall be translated into graphics or exhibits to help facilitate the public meeting. The public outreach support shall be limited to preparing materials and attending one (1) workshop at County. Consultant shall attend the public outreach workshop to answer questions.

Task 8 Deliverable: Exhibits/graphics illustrating findings of the analysis for the public meeting

TASK 9: FINAL BOARD PRESENTATION OF FINDINGS AND RECOMMENDATIONS

Consultant shall prepare for and make a final presentation to the Board summarizing the results and recommendations for mitigations. All presentation materials shall be vetted by County staff prior to the Board meeting.

Task 9 Deliverable: Presentation materials and final presentation to the Board

Kittelson & Associates, Inc.
Agreement for Services #443-S1411

Exhibit B
Billing Schedule

Labor Rates

<u>Classifications</u>	<u>Hourly Rate</u>
President	\$312
Principal	\$190-\$220
Principal Associate	\$170-\$180
Research Engineer/Planner	\$160-\$220
Senior Engineer/Planner	\$140-\$170
Associate Engineer/Planner	\$120-\$125
Analyst	\$120-\$125
Technician	\$90-\$100
Executive Assistant	\$70-\$90

Expert witness charges available upon request.

The above rates include standard overhead items.

Consultant may submit a new proposed Billing Schedule to County's Contract Administrator. The hourly rates listed on the Billing Schedule may be adjusted annually and are subject to a maximum of five percent (5%) increase which shall require written approval and acceptance by County's Contract Administrator prior to the new rates becoming effective.

Direct Expenses

Direct expenses, including but not limited to the following are listed in the table below.

Item	Rate
Personal Auto Use	See Below*
Delivery	Actual Cost
Teleconferences, Long Distance Phone	Actual Cost
Outside Printing and Binding	Actual Cost
PDA's (Personal Digital Assistants)	\$2 per day

All authorized outside services and expenses including subconsultants, are billed at Consultant's cost. Any invoices that include direct expenses shall be accompanied by documentation to substantiate Consultant's costs for the services being billed on those invoices.

* Reimbursement for mileage expenses, if applicable, shall be in accordance with ARTICLE III, Compensation for Services.

Kittleson & Associates, Inc.

Agreement for Services #443-S1411

Exhibit C

Cost Proposal*

Scope of Work

Task 1	Field Visit and Road Characteristic Information Gathering	\$	4,125.00
Task 2	Traffic Data Collection and Review	\$	1,521.00
Task 3	Accident Data Collection	\$	828.00
Task 4	Identification of Traffic Operational Deficiencies	\$	31,465.00
Task 5	Identification of Accident Types and Causes	\$	12,780.00
Task 6	Technical Memorandum of Results	\$	10,050.00
Task 7	Meetings	\$	1,820.00
Task 8	Public Outreach	\$	7,780.00
Task 9	Final Board Presentation of Findings and Recommendations	\$	1,820.00
	Consultant Subtotal	\$	72,189.00

Subconsultants:

Quality Counts, LLC

Task 2	Traffic Data Collection and Review	\$	19,475.00
Task 4	Identification of Traffic Operational Deficiencies	\$	3,200.00

Rincon Consultants, Inc.

Task 5	Identification of Accident Types and Causes	\$	3,500.00
	Subconsultant Subtotal	\$	26,175.00

Direct Expenses \$ 1,902.00

Total Proposed Contract Budget Cost Estimate \$ **100,266.00**

*All expenses and their distribution among Tasks are estimates only. This Exhibit 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 expenses listed herein among the various Tasks (not its subconsultants) and among the direct expenses identified herein, subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultant's Tasks (subconsultant direct costs) and not among the various subconsultants, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.