

Economic & Planning Systems, Inc.

Missouri Flat Master Circulation and Financing Plan Phase II and Business Parks Financial and Market Strategy Report

AGREEMENT FOR SERVICES # 369-S1511

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 Economic & Planning Systems, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is One Kaiser Plaza, Suite 1410, Oakland, California 94612, and whose local office address is 2295 Gateway Oaks Drive, Suite 250, Sacramento, California 95833 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Community Development Agency in the preparation of the Missouri Flat Master Circulation and Financing Plan (MC&FP) Phase II and the Business Parks Financial and Market Strategy Report;

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 prepare the MC&FP Phase II and the Business Parks Financial and Market Strategy Report (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 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 (CA).

County's CA will issue Consultant with an initial written Notice to Proceed and 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.

Consultant shall submit all deliverables to County's CA 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 XVII, 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 upon final execution by both parties hereto and shall expire three (3) 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 to a maximum of five percent (5%) increase per year which shall require written approval and acceptance by County's CA prior to the new rates becoming effective. Any rate increases authorized by County's CA 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 Scope of Work tasks and items of work, and Direct Expenses identified therein (not including subconsultants), subject to County's CA'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 \$600,000, inclusive of all Tasks, work of subconsultants, costs, and expenses.

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 XVII, 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), the Trip Generation Manual 9th Edition (Institute of Traffic Engineers) 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 CA 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 CA 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 CA, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by County's CA. 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, or upon the completion or earlier termination of services provided in accordance with 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 CA. 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 Amy Lapin, Executive Vice President, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's CA, 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.

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 CA.

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

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 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

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 XVI

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 XVII

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 not-to-exceed amount of this 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 XVIII

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

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

Attn.: David Defanti
Assistant Director

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Economic & Planning Services, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, California 95833

Attn.: David Sehnder, Vice President

or to such other location as Consultant directs.

ARTICLE XIX

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 XVIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's CA, 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 XX

Indemnity: Consultant shall defend, indemnify, and hold County and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services,

operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XXI

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 XXII

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 XXIII

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 XXIV

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 XVII, Default, Termination, and Cancellation, herein.

ARTICLE XXV

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 XXVI

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 XXVII

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 XXVIII

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 XXIX

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

ARTICLE XXX

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 XXXI

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 XXXII

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 XXXIII

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 XXXIV

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: _____

Requesting Department Concurrence:

By: _____
Steven M. Pedretti, Director
Community Development Agency

Dated: _____

Draft

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: _____

-- ECONOMIC & PLANNING SERVICES, INC. --

By: _____
Amy Lapin
Executive Vice President
"Consultant"

Dated: _____

By: _____
Darin Smith
Corporate Secretary

Dated: _____

Economic & Planning Systems, Inc.

Exhibit A

Scope of Work

SCOPE OF WORK DESCRIPTION:

Component 1 - Missouri Flat Master Circulation and Financing Plan (MC&FP) Phase II:

The MC&FP Phase II is required to provide a funding mechanism for the required roadway infrastructure in the Missouri Flat MC&FP Phase I area, adopted in 1998, to further promote economic development in the area. The capacity improvements that shall be analyzed with MC&FP Phase II are needed to relieve existing (if any) and projected traffic congestion and create additional capacity for planned commercial developments in the designated MC&FP area. Services shall include updating the existing MC&FP to reflect current conditions. Circumstances, including revenue streams, have changed since the adoption of the MC&FP Phase I in 1998, and the plan needs to be updated to reflect current and projected conditions. Current information regarding development projects, construction costs for the Missouri Flat Interchange Project and availability of State and other funding must be incorporated into the plan.

Component 2 – Business Parks Financial and Market Strategy Report:

On December 17, 2013, the El Dorado County (County) Board of Supervisors (Board) directed County staff to analyze and report back on any obstacles, opinions, benefits and consequences of reducing Traffic Impact Mitigation (TIM) fees for businesses within El Dorado County in order to stimulate activity within the three (3) existing business parks in the County (El Dorado Hills Business Park, Barnett Business Park, and Park West Business Park). Due to the parallel work that is necessary for both components, the Business Parks Financial Strategy Report was included as part of this Agreement.

The purposes of the MC&FP Phase II and the Business Parks Financial and Market Strategy Report, (Component 1 and Component 2 respectively) are to:

- (1) Carry out a community-based dialogue to examine issues related to transportation needs, traffic mitigation and public finance consistent with County Policies;
- (2) Examine the infrastructure improvements needed to stimulate the growth of businesses for the MC&FP area and the three (3) business parks;
- (3) Provide options (in addition to TIM Fees) to pay for required infrastructure improvements and present to the Board for approval; and
- (4) Coordinate the required roadway infrastructure with the ongoing major updates to the West Slope Roadway Capital Improvement Program (CIP) and TIM Fee Program.

SCHEDULE AND DELIVERABLES:

Unless otherwise indicated below, and notwithstanding any other provisions of this Agreement to the contrary, Consultant shall submit all deliverables in accordance with ARTICLE I, Scope of Services, and as described in the Tasks and Subtasks herein.

Unless otherwise indicated below, Consultant shall submit draft documents and reports to County's Contract Administrator (CA) for review and comment. Consultant shall incorporate CA comments into the final documents or reports subject to agreement by Consultant and County's CA.

Draft deliverables shall be submitted in electronic Microsoft Word (MS Word) format to the CA unless otherwise stated. Final deliverables shall be submitted in Adobe Portable Document Format (pdf) to the CA unless otherwise stated. The budgeted cost includes up to two (2) rounds of review by County for all deliverables unless otherwise stated.

Due to unforeseen delays, adjustments to the completion times specified in the Tasks and Subtasks herein may only be made with prior written approval (may consist of an email) of County's CA.

The Scope of Work outlines the Tasks and Subtasks which are critical to the development of both Components of the Agreement.

COMPONENT 1: MC&FP PHASE II

Task 1.1: Initiate Project and Collect Data

Consultant shall identify all data, related reports, engineering studies, and development project applications that pertain to the update effort. Consultant shall provide County with a Memorandum detailing the information that is required.

Consultant shall establish a detailed schedule for the Project given other ongoing efforts and objectives of County. Project initiation shall begin with an "all hands" kick-off meeting with follow-up meetings or written or verbal communication, as necessary, to accomplish all project initiation efforts. Consultant shall clarify topics that have a direct bearing on the precise objectives and scope of the Consultant team's efforts. The following are key topics to be clarified during project initiation:

- Assembling and discussing status of the MC&FP Phase II circulation improvements. The MC&FP included identification of the Phase II improvements. However, over the past 15 years, the need and function of these individual projects have changed. The individual projects have been subjected to additional design and engineering. It will be necessary to ensure that construction cost estimates are fully up to date and that the individual projects are indeed capable of meeting the required traffic Level of Service (LOS) standards, as may be determined through additional travel demand modeling.

- Determining market support for proposed commercial development. Market support is essential to the feasibility and timing of proposed commercial development and as well as its ability to generate “net fiscal flows” needed to support funding for the MC&FP Phase II circulation improvements.
- Exploring the feasibility of the individual commercial developments. It is assumed that pro forma financial analysis shall explore the ability of new development to “absorb” (as an additional development cost) existing development impact fees, additional development fees, and project-specific exactions related to the MC&FP Phase II circulation improvements and other off-site transportation improvement costs. As a part of this effort, it will be important to understand the current entitlement status of each project and as well as the plans, if any, to require or offer development agreements to these developers.
- Preparing fiscal analysis of the composite commercial development. Fiscal analysis shall estimate the ability of County to fund its General Fund operating expenses. This, in turn, allows an estimate of sales tax increments available for capital improvement financing.
- Discussing how the public financing landscape that has changed in the past 15 years. There may be new grant funding available from State or federal sources and several statutory changes may offer new financing techniques (e.g., infrastructure financing district). There is also the need to consider how a Community Facilities District (CFD) special tax could be added to the mix (beyond its current function providing contingent financing). The process of evaluating and vetting these potential sources shall be a key part of the assignment.
- Testing commercial development financial capacity. This test shall explore the ability of the new commercial development, combined with other sources of funding that may be available to cover the cost of the needed MC&FP Phase II circulation improvements. This effort shall be iterative and include “sensitivity analyses” insofar as needed to test the implications of uncertain future events or information (e.g. the precise timing of commercial development).
- Determining the appropriate level of public engagement, stakeholder involvement, and public presentation. The draft MC&FP Phase II shall serve as the focus of review by stakeholders and members of the broader County community. The MC&FP Phase II is envisioned as a technically-based policy document that specifies the actions necessary to update the MC&FP and provide funding for the Phase II circulation improvements.
- Determining the appropriate level of environmental review. Normally, financing plans such as the MC&FP, an implementation document, can obtain a “negative declaration” relying upon California Environmental Quality Act (CEQA) review of the underlying land use plan (i.e., County’s General Plan), the related

environmental review of the individual commercial development projects, and/or environmental review of the individual circulation projects. The precise strategy for environmental review as part of the MC&FP must be further resolved.

Deliverables:

- Memorandum 1-1: Data & Reports required for MC&FP Phase II
- Memorandum 1-2: Project Kick-Off Meeting Summary
- Project schedule with monthly updates

Meetings:

- One (1) “all hands” kick-off meeting
- Up to three (3) in-person or conference call meetings with the Project team to coordinate schedule and tasks

Task 1.2: Conduct Market Review

Consultant shall conduct a review of retail market dynamics in County, to provide an understanding of the relative level of demand and potential development absorption for proposed retail projects in the Project area. Specifically, Consultant shall gather information on economic trends occurring in the retail market, including: existing inventory; vacancy rates; annual net absorption; average rental rates; potential retail leakage; and pipeline development projects for retail land uses. Capitalizing on recent work on new development projects in County and utilizing County planning documents, Consultant shall also identify existing and pipeline residential development in County with the understanding that new residences will influence demand for future retail development. Consultant shall focus on collecting data specific to a defined study area, as well as the larger region, including subareas that might be useful to compare to the study area (e.g., El Dorado Hills, Folsom), depending on the availability of data. The purpose of the market review shall be to establish assumptions on retail capture and project timing for the fiscal and financing plan analyses outlined in subsequent tasks.

Consultant shall prepare a technical memorandum documenting the following:

- Retail market dynamics
- Economic trends in the retail market
- Existing residential development

Deliverables:

- Draft Memorandum 1-3: Market Assessment
- Final Memorandum 1-3: Market Assessment

Meetings:

- Up to two (2) conference call meetings with County staff to discuss assumptions, methodology, or market assessment findings.

Task 1.3: Analyze Cost Burden and Financial Feasibility

Consultant shall evaluate the impact of the infrastructure cost burden on the overall financial feasibility of the private real estate development land uses. Consultant shall prepare a memorandum summarizing the evaluation in a memo. The information shall be used for Task 1.8.

Consultant shall base the analysis on the estimates of finished real estate values for private development, as provided by the Project developers. To the extent that initial cost allocations appear infeasible based on industry standards, Consultant shall evaluate alternate allocations and other measures (e.g., cost reductions, re-phasing).

Deliverables:

- Draft Memorandum 1-4: Cost Burden Analysis
- Final Memorandum 1-4: Cost Burden Analysis

Meetings:

- Up to two (2) conference call meetings with County staff to discuss assumptions, methodology, or financial feasibility findings

Task 1.4: Determine Required Infrastructure and Project Design Kittelson & Associates, Inc.

The purpose of this task is to verify projects contained in the MC&FP Phase I, and identify additional capacity and safety projects needed to alleviate existing deficiencies and accommodate future projects.

Consultant and its subconsultant, Kittelson & Associates, Inc. (KAI) shall compile background research in the Missouri Flat area (including Diamond Springs), perform existing and future land use and traffic forecasting, evaluate existing and future operations and safety, and determine transportation infrastructure requirements within the study area. One of the major projects anticipated from the MC&FP Phase II is the Missouri Flat/US Highway 50 Interchange Phase II. Based on the projected traffic conditions, Consultant shall verify the ultimate configuration, (i.e., Single Point Diamond Interchange [SPDI] of the Missouri Flat interchange) and incorporate any changes.

The subtask interim products shall be developed and reviewed prior to moving forward with the next set of tasks. The final deliverable for Task 1.4 shall consist of a list of capacity improvements that shall relieve existing and forecasted traffic congestion and accommodate future growth in traffic within the MC&FP area.

Subtask 1.4.1: Define Project Limits and Analysis Methodology

KAI shall collaborate with County staff to determine the ultimate study area and facilities to be analyzed, and develop the methodology for the traffic analysis. The study shall evaluate the roadways and intersections along Missouri Flat between the El Dorado Road and Pleasant Valley Road, State Route 49 between Lockie Road and Pleasant Valley Road, Mother Lode Drive between Missouri Flat and Pleasant Valley Road, Forni Road between Missouri Flat and Pleasant Valley Road, and El Dorado Road

interchange with US Highway 50. Consultant shall also analyze operations and safety along US Highway 50 between El Dorado Road and Forni Road/Placerville Drive.

KAI shall prepare an analysis methodology memorandum outlining the study area, analysis methodology, procedures and assumptions. The traffic analysis shall primarily be based on the most recent version of County's Transportation Impact Study Guidelines. The purpose of this memorandum is to gain consensus prior to performing traffic forecasting and analysis. The methodology memorandum shall serve as a blueprint for the traffic related tasks and shall serve to eliminate the possibility of surprises or costly do-overs.

Subtask 1.4.2: Survey Physical Inventory and Traffic Conditions

KAI shall gather existing data on physical and traffic conditions in the study area. A complete inventory of the study area shall be developed from field reviews and web-based tools such as Google Earth. The observed road and traffic conditions shall be utilized to relate the traffic analysis back to the "ground truth". The field observations shall also be used to calibrate the capacity models (i.e., static or micro-simulation), if needed. KAI shall gather and/or verify prevailing lane configuration, posted speed, distances between intersections and ramps, traffic control, status of land development projects. The study area physical inventory shall be assisted by existing GIS data from County. All inventory results shall be displayed over aerial pictures of the study area.

Subtask 1.4.3: Existing Traffic Conditions, Deficiencies and Needed Improvements

Consultant shall perform an assessment on the following:

- Road Segment and Intersection Traffic Operations
- Safety
- Identification of Deficiencies
- Determination of Improvement Projects
- Future Land Use and Travel Demand Forecasts

Operational Assessment

In coordination with County staff, KAI shall obtain the Synchro model used for the Diamond Springs and El Dorado Area Mobility and Livable Community Plan. AM and PM peak hour models shall be examined, and possibly expanded and enhanced as appropriate to incorporate the entire study area as well as recent network improvements. Available traffic data shall form the basis for the traffic analysis under the current conditions. In coordination with County staff, KAI shall determine the most appropriate tools, (i.e., static or micro-simulation) to evaluate operations at the study intersections. The roadway segment capacity analysis shall be conducted using the planning level maximum peak hour thresholds as calculated using the 2010 Highway Capacity Manual (2010 HCM). The most recent published volumes from Caltrans shall be used to perform a full basic freeway, merge-diverge, and weave operational analysis along US Highway 50. These detailed analyses shall be based on static 2010 HCM methodologies using spreadsheet models developed by Consultant.

The results of traffic analysis shall be presented graphically on the aerial pictures similar to the physical inventory information. KAI shall prepare a description of roadway, transit, bicycle and pedestrian systems within the study area.

Safety Assessment

A safety assessment shall be performed based on Statewide Integrated Traffic Records System (SWITRS) collision data for the most recent three (3) years available. In conjunction with County's most recent Accident Location Report, this assessment shall identify high collision locations based on statewide comparisons for like facilities.

Identification of Deficiencies

Based on the approved analysis methodology, KAI shall identify existing deficiencies by deficiency type (e.g., queue, safety, capacity, geometric, etc.). This information shall be overlaid onto aerial pictures to provide a holistic depiction of deficient areas in the study area. Existing deficiencies shall be identified based on County design standards and County's General Plan LOS policy as follows:

Policy TC-Xd: LOS for County-maintained roads and state highways within the unincorporated areas of County shall not be worse than LOS E in Community Regions or LOS D in the Rural Centers and Rural Regions except as specified in Table TC-2. LOS shall be as defined in the latest edition of the HCM (Transportation Research Board, National Research Council) and shall be calculated using the methodologies contained in that manual.

Determination of Improvement Projects

The four (4) projects (Missouri Flat interchange Phase I, Missouri Flat widening – two [2] segments, El Dorado Road/Missouri Flat intersection improvements) contained in the original MC&FP (prepared by EPS, March 2002) have been successfully implemented in the study area. KAI shall examine whether the two (2) remaining improvements are needed under the existing condition to improve circulation within the study area. For each deficiency type, KAI shall identify improvements to alleviate existing congestion and safety issues. KAI shall compile a list of potential improvement using County's CIP as well as the Missouri Flat Financing Plan (prepared by EPS, March 2002). KAI shall prepare a full qualitative assessment of the operational changes that may result from each improvement project. A Project description containing Project designs such as lane configuration, limits of widening, length of turn bays, intersection control, shall be prepared and submitted to County staff prior to further analysis.

Subtask 1.4.4: Future Traffic Forecasting

The future conditions analysis is designed to provide the future setting against which various land use scenarios are compared.

Future Land Use and Travel Forecasts

The operable County General Plan was adopted in 2004. KAI shall begin the future land use and travel forecasts with the projections authorized by the Board on April 8, 2014, as well as other approved projects that required a General Plan Amendment. The

current Board approved growth projections are based on a 2035 horizon, and thus shall be used to establish the time horizon of the TIM Fee Program. A 2035 forecast horizon is consistent with the planning horizon developed for the County's updated Travel Demand Model (TDM) forecast horizon, as well as the ongoing TIM Fee Update process. A planning horizon of 2035 is considered long enough to plan for long-term infrastructure needs, yet short enough to represent reasonably anticipated growth based on current land use policy. KAI shall develop any interim year forecasts by linear interpolation.

Given that the MC&FP Phase II is specifically designed to address traffic resulting from new growth, KAI shall establish a baseline year to distinguish new growth versus existing development. KAI shall consider using a 2014/15 baseline year consistent with the baseline year for the on-going TIM Fee Update. KAI shall establish a baseline year of 2014/15 traffic projections based on building (residential and non-residential) permits issued between 2010 and 2014..

KAI shall address up to three (3) land use scenarios, including future baseline and two (2) land use alternatives of the MC&FP Phase II. Alternatively, KAI could analyze traffic conditions for two (2) analysis years, (i.e., future 2035) and interim years using the preferred land use scenario (only one [1]). The first set of forecasts shall assess how the transportation system would be expected to function by the horizon year assuming no additional growth from MC&FP Phase II will occur. This information shall then be contrasted with the existing conditions to determine which existing problems will worsen, to what degree, and whether or not new problems emerge. This comparative assessment, in turn, shall enable the identification of improvement alternatives. The second and third set of forecasts, reflecting two (2) land use alternatives shall examine how the transportation infrastructure needs are affected relative to one another as well as to the future baseline. If analysis for an interim year is deemed necessary by County and Consultant, traffic forecasts shall be developed by linear interpolation of existing and horizon year volume sets.

KAI shall review land use assumptions and recommend adjustments. KAI shall prepare a growth forecast for each land use scenario once the land use type, size and assumptions are defined for the MC&FP Phase II. The growth forecasts shall be stratified in accordance with the TDM Traffic Analysis Zone (TAZ) structure, and presented in an electronic format using an Excel spreadsheet format. The raw model outputs shall be subject to post-processing using the methodologies contained in the National Cooperative Highway Research Program (NCHRP) 255. This methodology ensures that all forecasts are consistent with the count database used in the Existing Conditions Analysis. KAI shall perform "select zone" analysis to determine number of trips being generated by TAZs within the study area. Select zone plots shall be created and reviewed with Consultant and County. Once the improvement projects are identified, the TDM shall be used to estimate fair-share cost allocations.

The following transportation improvements in the study area were included in County's 2014 CIP, and assumed as part of future baseline network unless the on-going TIM Fee and CIP Update study eliminates them.

- Diamond Springs Parkway
- Headington Road Extension
- Traffic signal at Pleasant Valley Road/Mother Lode Drive
- Pleasant Valley Road improvements between El Dorado Road and Missouri Flat

KAI shall modify both existing and future baseline roadway networks to add local roadway network details in the study area. If KAI and County determine it is needed, KAI shall add or modify zone connectors to allow appropriate loading on the local and collector streets. If KAI and County determine it is required, KAI shall split TAZs to reflect improved allocation of land uses in each TAZ. The enhanced model shall be tested and validated against the field collected traffic data.

Subtask 1.4.5: Future Traffic Conditions, Deficiencies and Needed Improvements

Operational Assessment

KAI shall determine whether the traffic volumes resulting from selected land use scenarios or analysis years would have a favorable or an adverse impact on the transportation facilities in question. Forecast volumes shall be used to perform a full range of traffic analyses during the AM and PM peak hours, similar to those performed under existing conditions. Identified future deficiencies will be inventoried and overlaid onto aerial pictures. This information shall be graphically summarized similar to the Existing Conditions analysis results to allow a direct comparison of existing relative to future operating conditions. KAI shall separately evaluate existing conditions as well as the recommended final phase of the US Highway 50/Missouri Flat interchange, (i.e., SPDI) for each land use scenario or analysis years. A focused analysis of alternative interchange configurations shall be performed under Subtask 1.4.6. Subtasks 1.4.5 and 1.4.6 shall inform one another. KAI shall use micro-simulation to calibrate existing conditions and determine accurate operations at this interchange.

Identification of Deficiencies

KAI shall assess the traffic deficiencies, based on County's General Plan policies, for the horizon year conditions between future baseline and land use scenarios. The study shall include an analysis of potential impacts and identify improvements to mitigate impacts. Once the priorities are established, in coordination with County, KAI shall re-examine all applicable currently planned improvements. Improvements may be modified and/or new improvements identified. The analysis shall qualitatively examine potential effects on transit, pedestrians, and bicyclists.

Determination of Improvement Projects

KAI shall develop a list of improvement projects which may include, but not be limited to realignment of roadways, widening of roadways, new crossings across US Highway 50, modification of traffic control, relocation of accesses, bike lanes, etc. KAI shall consider the following questions when evaluating improvement alternatives:

- How suitable is this alternative to the surrounding contextual land use and roadway network?
- What level of efficiency, connectivity, right-of-way, and access control is achieved with this alternative?
- How does this alternative support the prioritized improvements needed to maintain acceptable traffic operations at the subject facility while providing safe access to adjacent land uses?
- How does this alternative improve local street connectivity in the study area while limiting cul-de-sacs or other non-connected streets?
- Do potential land use designations, intensities, conditions, and actions of this alternative have:
 - A favorable effect on the facility, or
 - An adverse effect on the facility?

Where intersection improvements are considered, intersection geometrics shall be evaluated relative to maintaining Surface Transportation Assistance Act turn radius criteria and specification, as applicable, given the presence of a higher proportion of trucks within the study area.

KAI shall provide a narrative for any new or proposed revision to roadway infrastructure project containing geometry, lane configuration, turn lanes length, traffic control, and channelization to the Project Team members for review prior to further analysis.

Subtask 1.4.6: Missouri Flat Interchange Focused Analysis

Capacity Threshold Phasing Analysis

This task will address the following four (4) questions as they relate to the Missouri Flat Road interchange with US Highway 50:

- What is the expected service life of the current interchange configuration and geometrics?
- How much additional development can be accommodated before triggering the need for further improvements to the interchange?
- Are there low-cost interim improvements that can extend the service life of the existing interchange?
- How much additional development could be accommodated if these interim improvements are implemented?

To answer these questions, a capacity threshold analysis shall be performed. This analysis shall be limited to the following four (4) intersections:

- Missouri Flat Road/Plaza Drive
- Missouri Flat Road/US Highway 50 Northbound Ramps
- Missouri Flat Road/US Highway 50 Southbound Ramps
- Missouri Flat Road/Mother Lode Drive

KAI shall develop compounded growth rates between existing and horizon year volume scenarios for each turning movement at the study intersections. Turn movements shall be incrementally grown until an interim year between existing and horizon is identified that results in peak hour traffic volumes causing traffic operations to exceed County or Caltrans standards (AM or PM peak hour). Based on this “tipping point” analysis year, KAI shall determine the net added trips that can be accommodated before operational issues occur. Institute of Transportation Engineers (ITE) trip rates (9th Edition) can then be used to yield the amount of additional development (square feet) that can be accommodated, assuming no changes to the existing interchange.

KAI shall then identify interim improvements that, if implemented prior to the “tipping point” year, shall extend the service life of the interchange and obviate the need to consider reconstructing the interchange to its ultimate interchange configuration. These improvements could include restriping of lanes, extension of turn pockets, minor re-alignment, and the addition of a through lane near the intersection. Similar to the prior assessment, KAI shall estimate how much additional development could occur as a result of the identified interim improvements.

The above information shall inform a concept phasing plan for the interchange that, over time, shall accommodate future growth within the Missouri Flat area.

Alternative Screening Evaluation

This task shall address the question of which innovative interchange/intersection alternatives could be considered for the ultimate configuration in lieu of the preferred alternative (i.e., SPDI).

Analysis for this task shall be limited to the following four (4) intersections:

- Missouri Flat Road/Plaza Drive
- Missouri Flat Road/US Highway 50 Northbound Ramps
- Missouri Flat Road/US Highway 50 Southbound Ramps
- Missouri Flat Road/Mother Lode Drive

KAI and Quincy Engineering, Incorporated (Quincy) shall participate in the screening of interchange alternatives for consideration at the conceptual level. The process shall begin with the brainstorming session to develop and screen multiple alternative concepts. The intent shall be to expand the toolbox examined as part of the original Missouri Flat/US Highway 50 Project Report (Project Report) with new innovative yet feasible concepts that were not considered or advanced during that process. KAI shall first update the horizon year operations analysis for the two (2) alternatives (tight diamond and SPDI) identified in the Project Report. In addition, a preliminary operational assessment of a total of three (3) alternative interchange forms shall be performed using the future horizon year traffic volumes.

Using the outcome of the operational assessment, KAI shall sketch up to three (3) innovative interchange/intersection layouts, illustrating the design year footprint, number

of approach, departure and turn lanes, length of turn pockets, alignment of approaches and departures, pedestrian and bicycle facilities, and traffic control. A quick comparative analysis of interchange/intersection performance measures shall be prepared to illustrate technical differences between each interchange configuration considered. Potential performance measures that could facilitate comparison among configurations include: average delay, volume to capacity ratio, queues, and costs.

Deliverables:

- Draft Technical Memorandum 1-5: MC&FP Phase II Study Area, Analysis Methodology, Procedures & Assumptions
- Final Technical Memorandum 1-5: MC&FP Phase II Study Area, Analysis Methodology, Procedures & Assumptions
- GIS Project Area Inventory Map (included in Technical Memorandum 1-5)
- A Project description containing Project designs (included in Technical Memorandum 1-5)
- Draft Technical Memorandum 1-6: Existing Traffic Analysis Results and Findings for the MC&FP Phase II Study Area
- Final Technical Memorandum 1-6: Existing Traffic Analysis Results and Finding for the MC&FP Phase II Study Area
- GIS Traffic Analysis Results Map (included in Technical Memorandum 1-6)
- Draft Memorandum 1-7: Future Traffic Analysis Results and Findings for the MC&FP Phase II Study Area
- Final Memorandum 1-7: Future Traffic Analysis Results and Finding for the MC&FP Phase II Study Area
- Draft Memorandum 1-8: Missouri Flat Road Interchange Capacity Threshold Phasing Analysis and Alternative Screening Evaluation
- Final Memorandum 1-8: Missouri Flat Road Interchange Capacity Threshold Phasing Analysis and Alternative Screening Evaluation
- Up to two (2) conference call meetings with the Project Team and one (1) meeting with County staff (in-person) to discuss analysis details.

Quincy Engineering, Incorporated (Quincy)

For the uncompleted projects identified in the original MC&FP, Quincy shall perform the work detailed below.

Missouri Flat Road/US 50 Interchange Ultimate Improvements

One of the major projects in the existing MC&FP is the Missouri Flat Road/US 50 Interchange. Quincy's prior work on the successful delivery of Phase I of this interchange included the preparation of a Project Report that identified the configuration and costs of the ultimate interchange alternatives. The preferred ultimate interchange configuration was a Single Point Diamond Interchange. In addition, a six-lane Tight Diamond Interchange was also identified as a potential ultimate configuration.

The cost estimates developed in the original Missouri Flat Road/US 50 Project Report shall be updated using the same six-page Caltrans estimate format for the projected

delivery year provided by KAI. These estimates shall be used to reconcile the MC&FC fees paid toward Phase I of the interchange and any contributions needed toward the ultimate interchange.

Quincy shall work with KAI to identify interim improvements that if implemented shall extend the service life of the interchange and may postpone the need to consider reconstructing the interchange to its ultimate interchange configuration. Quincy shall determine geometric constraints and structural needs, and provide schematic layouts and planning level cost estimates based upon a per square foot basis, for up to three (3) alternative interim improvements.

These potential improvements could include restriping of lanes, addition or extension of turn pockets, minor re-alignments, and addition of through lanes near the intersections. KAI shall then prepare a technical memorandum for this focused analysis at the Missouri Flat interchange and Quincy shall provide KAI with a narrative, schematic layouts, and planning level cost estimates for incorporation into their memorandum.

In addition, KAI shall work with Quincy in an Alternative Screening Evaluation process to identify innovative interchange/intersection alternatives that could be considered for the ultimate interchange configuration in lieu of the preferred alternative. These alternatives include a Diverging Diamond and reconfiguration of local road intersections and a six-lane tight diamond Interchange. The process shall begin with a brainstorming session to develop and screen multiple alternative concepts. The intent shall be to expand the toolbox used as part of previous Project Report with new innovative yet feasible concepts that were not considered or advanced during that process.

Based upon the operational analysis by KAI, Quincy shall determine geometric constraints and structural needs, and provide schematic layouts and planning level cost estimates based upon a per square foot basis for up to three (3) alternative forms of interchange. KAI shall prepare a technical memorandum for this focused analysis at the Missouri Flat interchange and Quincy shall provide KAI with a narrative, schematic layouts, and planning level cost estimates for incorporation into their memorandum. Quincy shall provide exhibit boards and participate in a presentation at the Board meeting. Any additional and/or comprehensive assessment of interchange alternatives shall require a scope and budget amendment.

Deliverables:

- Updated cost estimates for the alternatives identified in the original Missouri Flat Road/US 50 Interchange Project Report (SPDI and six-lane tight diamond), for projected delivery year
- Schematic layouts and planning level cost estimates based upon a per square foot basis for up to three (3) alternative forms of the Missouri Flat Road/US 50 Ultimate Interchange identified through the Alternative Screening Process by KAI
- Exhibit boards and narrative content (pdf and Word), that shall be contained in an Alternative Screening Technical Memorandum, and presented to the Board of Supervisors

Determination of Required Infrastructure and Preliminary Project Estimates

Existing roadway deficiencies shall be analyzed and the identified improvements (by Consultant its other sub-consultants), shall be objectively “Scoped” by Quincy to determine the reasonable Project costs and avoid nexus challenges.

For the uncompleted projects identified in the original MC&FP, Quincy’s scope of work for each remaining project is as follows:

Pleasant Valley Connector Roadway (Now known as Diamond Springs Parkway): Missouri Flat Road to Hwy 49/Fowler Lane intersection – It is assumed that County has the current estimates for the study that is underway and shall be provided to Quincy for inclusion in the MC&FP update.

Missouri Flat Road at Headington Road: Intersection Improvements and Signalization - Quincy shall examine the cost estimates in the original MC&FP and any changes proposed as result of the new traffic analysis prepared by KAI. An updated estimate shall be prepared, in Caltrans Six-Page Cost Estimate format, which shall be used for the MC&FP Fee update.

New Projects identified as a result of the MC&FP traffic analysis - It is assumed that one (1) intersection project and one two (2) lane to four (4) lane expansion (one (1) mile in length) shall be identified.

Quincy shall determine roadway classification, project type, funding source and any jurisdictional oversight (i.e., Caltrans). The types of projects are as follows:

- Roadway widening
- Frontage improvements
- Median installation
- Two way left turn lane installations
- Turn pocket installation
- Intersection signalization and turn lane modifications
- Bridge rehabilitation and replacements

Quincy shall then develop schematic geometrics configurations and preliminary structure type of proposed projects. The schematic geometrics shall be developed based of field reconnaissance, aerial photo review (from existing available sources), and current assessor parcel information. Quincy shall consider the following elements that may impact Project cost:

- Right-of-way impacts
- Services and utilities
- Topography and grade
- Non-standard design features (if any)
- Retaining walls

Quincy shall develop Project descriptions and preliminary cost estimates for the assumed new projects that are generated from the MC&FP Fee Update. The Project cost elements shall be based upon delivery year and shall include:

- Brief Project description with project type, name, location map
- Area observations and context
- Project length, number of lanes and/or quantity, grade
- Preliminary Engineering and Environmental Documentation (PAED) costs
- Project Plans, Specifications and Estimate (PS&E) costs
- Right of way cost
- Construction cost based on the Caltrans Six-Page Cost Estimate format
- Construction support
- Contingency assumptions

Funding source can have a significant effect on project costs, (i.e., NEPA clearance and added processes involving Caltrans). Therefore, the estimates shall consider potential funding allocations by phase.

The estimates and the project phase elements shall be distributed by fiscal year based on the priorities and funding opportunities set by the County and Consultant's team. *The Caltrans Project Development Procedures Manual (PDPM)* shall be used and shall follow the Six-Page Cost Estimate format. Construction items in the Six-Page format shall be rolled-up to populate the MC&FP Fee Program Report. The schedule dates shall be portrayed from project initiation through construction.

To ensure that the geometrics and estimates are realistic and reflect the latest industry standard of practice, Quincy shall utilize the latest version of the *Caltrans Highway Design Manual* for State facilities, and the latest version County Design and Improvements Standards Manual and the American Association of State Highway and Transportation Officials (AASHTO), *A Policy on Geometric Design of Highways and Streets*, where appropriate.

The unit costs for construction items shall be based on current bids from County, Quincy's project archives, and Caltrans Office Engineer data. The latest versions of the *Caltrans Highway Design Manual* and *Bridge Design Practice Manual* shall also be used.

Deliverables:

- Narrative project descriptions (for the aforementioned assumed projects)
- Schematic layouts and preliminary structure types
- Caltrans Six-Page Cost Estimate format for the delivery year that shall be contained in the Draft and Final Reports of the MC&FP Fee Update Report by Consultant

Task 1.5: Conduct CEQA Review

Ascent Environmental, Inc. (Ascent)

Several projects were included in the MC&FP Phase I program. To a large degree, these projects were covered in the Missouri Flat Area MC&FP and Sundance Plaza and El Dorado Villages Shopping Center Environmental Impact Report (EIR), as well as the Walmart EIR for the store on Missouri Flat Road. Other CEQA documents have been completed on the Missouri Flat Road interchange and on Diamond Springs Parkway. Finally, County General Plan EIR programmatically addresses development, including circulation improvements throughout County.

Subtask 1.5.1: Develop Project Description

Task 1.4 shall define the improvements that shall be included in the Financing Plan. Ascent shall draft a Project description that addresses actions intended to be covered by the CEQA document. It shall be revised following County review and concurrence.

Deliverables:

- Draft Project Description
- Final Project Description

Subtask 1.5.2: Determine Prior CEQA Coverage/Prepare Initial Study

Ascent shall review applicable CEQA documents, including the General Plan EIR, and determine if proposed Project elements are already covered in other CEQA documents.

Ascent's Project Manager, a biologist, and an environmental planner shall conduct a "windshield" survey (one [1] day tour) of Project site features to document potential issues. An Initial Study (IS) shall be prepared that addresses the typical questions (whether or not an impact is significant, if mitigation is available to reduce the impact), but is expanded to also query if the impact is already addressed in a certified EIR or other CEQA documents, and if any additional analysis is needed. Each question shall be supported by substantial evidence including prior analyses and the field visit.

The IS shall be used to determine the type of document ("within the scope of another document"), Negative Declaration (ND) or Mitigated Negative Declaration (MND), or EIR required to cover the proposed elements of the financing plan.

Deliverables:

- Draft IS
- Revised IS

Subtask 1.5.3: CEQA Document

Subtask 1.5.2 shall define the type of CEQA document needed to address the financing plan. If found to be within the scope of another document, the IS shall become the sole CEQA document, and shall not require public review.

If it is determined that all impacts are less than significant or can be mitigated, Ascent shall recommend an ND or MND. If a “fair argument” of a significant impact can be raised, an EIR shall be recommended. The IS shall serve, in this instance, as the source of information in support of an ND or MND. The ND or MND shall be circulated, likely for thirty (30) days, and Ascent shall be available to present at and support County staff at public hearings. If an MND is prepared, Ascent shall also prepare a mitigation monitoring and reporting program (MMRP).

If any impacts are identified as significant and unavoidable, Ascent shall recommend preparation of an EIR. In this case, the EIR shall be focused on issues where significant or significant and unavoidable impacts are identified in the IS. The EIR shall involve a Notice of Preparation (NOP), a scoping meeting, if necessary, Administrative Draft EIR, Draft EIR, Response to Comments/Administrative Final EIR, Final EIR, Findings and a Statement of Overriding Considerations, and public hearing support. It is likely that the EIR shall be programmatic, but that would be determined in consultation with County staff.

The scope of work for **Subtask 1.5.3** cannot be determined until **Subtask 1.5.2** is completed. For purposes of this scope, it is assumed that Ascent shall prepare a tiered, focused EIR, analyzing traffic (analysis prepared by KAI), air quality, greenhouse gases/climate change, noise, and biology. All other issues shall be scoped out in the IS, and biological resources shall be evaluated based on the one (1) day field analysis (not focused surveys). If these assumptions change, the scope shall be revised accordingly.

Deliverables:

- NOP
- Scoping Meeting
- Administrative Draft EIR
- Draft EIR
- Administrative Final EIR
- Final EIR
- Public Hearings – two (2)

Task 1.6: Prepare Fiscal Impact Analysis

Consultant shall prepare a Fiscal Impact Analysis (FIA) to evaluate the impact of the proposed Project on the costs and revenues of County’s General Fund and Road Fund. The FIA shall reflect planned MC&FP Phase II development using land use data resulting from the market review and pro forma tasks.

The FIA shall compare forecasts of the revenues generated through property tax, sales tax, transfer tax, and other general fund sources with the costs of providing urban services to the proposed Project. Consultant shall work with County staff to integrate County’s current policies and modeling practices into this analysis. The specific subtasks to be completed to analyze the fiscal impacts of the Project are described below.

Subtask 1.6.1: Analyze Budget and Service-Level Standards

Consultant shall meet with County to confirm key development assumptions, such as land use phases and property values, and any other required analysis inputs. Consultant shall examine County's budget and conduct interviews with County staff, if necessary, to derive baseline cost and revenue parameters for the FIA.

Subtask 1.6.2: Forecast Public Service Costs

In this subtask, Consultant shall estimate the cost of County General Fund-funded municipal services required to serve development in the Project area using both average and marginal cost-estimating techniques. The average cost-estimating approach typically is used to estimate costs of general government services, such as administration, finance, and planning. Consultant shall work with County to ensure service-level assumptions in the FIA are consistent with existing service levels and with County General Plan standards. In addition, Consultant shall work with County, property owners and other parties to determine the extent to which County or other special districts would provide any municipal services to the Project area, either on an interim or ongoing basis.

The marginal cost-estimating approach, which takes into account County's existing service capacity and the unique attributes of the Project land uses, typically is used to estimate the cost of specific municipal services that may be uniquely affected by the Project (e.g., public safety). The research conducted in this subtask shall rely on input from County department representatives, as well as Consultant's experience with similar projects.

Subtask 1.6.3: Forecast Public Revenues

In this subtask, Consultant shall estimate County General Fund and Road Fund revenues expected to be generated by development in the Project. Consultant shall rely on both marginal and average revenue approaches to develop estimated revenue projections. The revenue projections shall use forecasting techniques appropriate to revenue sources, typically involving a simulation of each revenue source.

For example, property tax projections will estimate the assessed value added to the tax base by development of the site and the incremental share of revenue that County receives on an annual basis. Consultant shall work with County and property owners to determine finished product valuation assumptions for use in the analysis. The sales tax revenue forecast shall reflect the type and amount of retail expected in the Project, as well as the anticipated income levels and expenditure patterns of new residents or employees, if any.

Subtask 1.6.4: Analyze Net Fiscal Effects

Drawing from the revenue and expense projections developed in the preceding subtasks, Consultant shall estimate potential fiscal effects of the Project, including any Project alternatives being considered as a result of the market analysis and pro forma work. The cost and revenue estimates shall be presented in a format that clearly indicates the Net Fiscal Effects as a result of implementation of the Project. Once the

Once the Net Fiscal Effects have been determined, Consultant shall evaluate the Project's ability to provide financial participation for the MC&FP for remaining Phase I or planned Phase II infrastructure improvements. In this regard, any potential financial participation would not jeopardize County's ability to provide municipal services to the Project.

Deliverables:

- Draft Technical Memorandum 1-9: Summary of the Net Fiscal Impact results of the Project
- Final Technical Memorandum 1-9: Summary of the Net Fiscal Impact results of the Project
- Project team meetings as needed
- Up to two (2) conference call meetings with County staff to discuss assumptions, methodology, or findings

Task 1.7: Evaluate Potential Financing Mechanisms

Consultant shall evaluate all potential existing and future financing mechanisms that may be available to fund remaining Phase I and new Phase II infrastructure improvements. The purpose of this task shall be to identify the universe of funding sources and financing mechanisms that may be considered for the Phase II MC&FP.

In considering future financing mechanisms, Consultant shall evaluate the efficacy of the existing MC&FP financing mechanisms to determine whether that mix of financing mechanisms and financing strategy met its intended purposes. This evaluation of the existing MC&FP Phase I financing strategy shall also include consultation with County and its land-secured financing team regarding potential refunding options for the existing Community Facilities District (CFD) bonds. Depending upon market conditions, a potential bond refunding could reduce existing debt service obligations and free up additional CFD bonding capacity to fund additional transportation capital improvements.

All potential financing mechanisms and funding sources identified in this task shall be considered in the following cash flow analysis and financing strategy task.

Deliverables:

- Draft Technical Memorandum 1-10: Financing Plan assumptions and approach
- Final Technical Memorandum 1-10: Financing Plan assumptions and approach
- Project team meetings as needed

Task 1.8: Prepare Cash Flow Analysis and Financing Strategy

Using the Project's Phase II transportation CIP (derived through earlier tasks) and the potential financing mechanisms and funding sources identified in **Task 1.7**, Consultant shall prepare the MC&FP Phase II Financing Strategy, which shall be informed by a dynamic, multi-year, Cash Flow Analysis.

The proposed MC&FP Phase II Financing Strategy shall be informed by the following items:

- Public financing principles.
- Statutory and legal considerations.
- Industry standards regarding who typically pays for what.
- The timing of public improvements related to private development.
- Commitments regarding the availability of public-sector funding.
- Negotiation-based preferences of stakeholders (e.g., advance-funding and reimbursement procedures).

The Phase II Financing Strategy shall require a similar approach to Phase I, wherein multiple funding sources would be used in combination to fund required transportation improvements to mitigate existing traffic congestion and to facilitate new development. When completed, the MC&FP Phase II Financing Strategy shall provide increased certainty to property owners regarding the timing of any required advance funding requirements and associated reimbursements while concurrently mitigating potential risks to County.

The MC&FP Phase II Cash Flow Analysis shall include the estimated timing of all potential funding sources, including incremental sales and property tax revenues to the extent they may be available as determined through **Task 1.6**, Prepare FIA. The financial feasibility of the proposed Cash Flow Analysis and Financing Strategy shall be evaluated as part of the market analysis and feasibility work completed as part of **Tasks 1.2 and 1.3**.

The MC&FP Phase II Financing Strategy shall also identify the steps and a proposed schedule required to implement each funding mechanism identified in the Financing Strategy. The steps and schedule shall reflect input from County staff and shall be consistent with County policies.

Deliverables:

- Draft Technical Memorandum 1-11: Cash Flow Analysis and draft Financing Strategy
- Final Technical Memorandum 1-11: Cash Flow Analysis and draft Financing Strategy
- Project team meetings as needed

Task 1.9: Coordinate TIM Fee and CIP Programming

Consultant shall closely monitor and interface with County's consultant team responsible for updating County's TIM Fee Program. This TIM Fee coordination shall ensure the Financing Strategy (described below) considers the latest TIM Fee guidelines and policies. Consultant shall also monitor the El Dorado County Transportation Commission (EDCTC) Project Monitoring Report and CIP to evaluate the availability of potential State and Federal funds that may be available to fund required

transportation infrastructure. Quincy shall participate with the team in providing updated project cost information, which can be used for the TIM Fee Update and subsequent CIP programming.

Consultant shall provide thorough and effective coordination that shall be applied to the following areas, as part of this task:

- Determination of existing deficiencies
- Definition of baseline and horizon years
- Land use assumptions
- Travel demand modeling and forecasts
- Development of CIP projects
- Identification of funding mechanisms

Deliverables:

- Draft Technical Memorandum 1-12: Required infrastructure funding and preliminary Project design
- Final Technical Memorandum 1-12: Required infrastructure funding and preliminary Project design
- Project team meetings, as needed, and one (1) Board meeting, if necessary

Task 1.10: Prepare Financing Plan and Report

The purposes of the Financing Plan are to identify the backbone infrastructure and public facility improvements required for Project development, describe the sources and uses of funding, and identify the Project's proportionate cost obligation for these improvements.

Consultant shall prepare a technical freestanding Draft Financing Plan to document these components, as well as the financial analysis and assumptions underpinning the Financing Plan, as conducted under previous tasks. The Financing Plan shall also discuss the timing and financing of improvements and evaluate the financial feasibility of these obligations, given projected home prices and commercial values. County shall use the Financing Plan to identify the overall cost obligation to move ahead with an initial phase of development and understand the advance-funding requirements, as well as potential reimbursements and recovery of these costs over time.

This task assumes that Consultant shall prepare three (3) to four (4) Financing Plan documents:

- An internal Draft Financing Plan, circulated to the Project team
- An administrative Draft Financing Plan, circulated to County for comments
- A Draft Financing Plan that incorporates any County comments, circulated for review and comment by the public and applicable agencies, stakeholders, and interest groups
- A Final Financing Plan that incorporates any public comments, if necessary

Deliverables:

- Internal Draft Financing Plan
- Administrative Draft Financing Plan for County review
- Draft Financing Plan for public review
- Final Financing Plan
- Project team meetings, as needed
- Attendance at up to two (2) Board meetings. Consultant shall ensure that these meetings shall be attended by Project team staff with previous experience presenting to the Board

Task 1.11: Conduct Public Outreach

As part of County's commitment to ensure maximum participation by individuals and businesses in the Missouri Flat Area, Consultant and its subconsultant Flint Strategies (Flint) shall ensure that resident involvement is a key component of this effort.

The plan focuses on three (3) main goals:

- To provide impacted parties ample opportunities to share ideas, concerns and priorities for the MC&FP
- To provide a transparent and accessible process making it as easy as possible to share those ideas
- To ensure that impacted parties feel that County has given their ideas and concerns ample consideration

It is assumed that the majority of interested parties are likely to be business interests and developers as opposed to residents. Consultant shall provide consistent communication with elected officials and extensive outreach to the broad range of stakeholders and interested parties. Consultant shall also provide overall public outreach to County residents interested in future development and circulation. Consultant's strategies include:

- Early and ongoing coordination with the Board
- Outreach meetings with small groups of stakeholders with similar concerns
- Development of interactive opportunities for engagement in the field
- Utilization of social media to promote engagement opportunities
- Leverage of local news media and trade publications
- Development/enhancement of partnerships with business, industry associations and organizations

Strategies

Board Study Sessions and Planning Commission Presentations

Consultant shall make at least one (1) presentation to County Planning Commission during each phase of the Project and hold up to seven (7) Study Sessions during each phase with the Board to get early and regular input on the MC&FP.

Stakeholder Presentations/Mini-Workshops

Given the nature of the MC&FP, Consultant shall focus efforts on stakeholder groups with shared interests in a series of six (6) roundtable “mini-workshops”. Consultant shall conduct two (2) rounds of meetings; the first to identify key issues and concerns regarding the plan and the second to vet proposed Financing Plan. Consultant anticipates participation by 12-20 individuals or representatives of the following groups, working with County staff to identify potential participants and promote the workshops:

- Building Industry/Developers
- Local Businesses/Economic Development Interests (Chambers of Commerce, Economic Development Partnership, Tourism)

Public Workshops

Consultant shall hold two (2) traditional public workshops during each phase of the process to provide an opportunity for residents and all interested parties to share concerns and pose questions relative to the update the MC&FP. The Project team shall “test” the content and format of the workshop with County staff prior the workshops in a rehearsal session at County’s office. The workshop shall include:

- Presentation- Overview of the purpose, structure and parameters of the update the MC&FP
- Facilitated discussion/Q&A regarding the process and concerns
- Review of comments received

Web Site and Social Media

Flint shall establish a Project website to post all relevant information about the update the MC&FP. This shall include:

- Project Overview
- Library and Background Documents
- Meetings and Workshops
- Comment/Questions
- Contact Information

The site shall be updated on a regular basis. Flint shall also support the plan as follows:

- Development of an eBlast database for stakeholders, meeting attendees and other Project participants
- Development of an eBlast system to send regular updates regarding the TIM Fee Update
- Posts on Facebook, Twitter and other relevant social media promoting engagement opportunities

Media Relations & Collateral Development

Flint shall prepare appropriate collateral materials and outreach tools to engage news media throughout the Project. All efforts shall be coordinated with County staff. This shall include:

- Creation and distribution of news releases and tip sheets
- Development of Fact Sheets, FAQs and other materials
- Development of posters/flyers promoting upcoming meetings and workshops

Deliverables:

- Final Communications Plan detailing all outreach efforts and implementation
- One (1) County Planning Commission meeting
- Up to seven (7) Board study sessions shall be held prior to finalizing a Financing Plan for the designated area, to obtain input on required roadway infrastructure requirements as well as proposed funding mechanisms
- Two (2) public workshop meetings in the communities, dates and locations to be coordinated with CA or designee
- Six (6) Mini-Workshops/Roundtable Discussions with key stakeholder groups.
- Handouts and presentation materials shall be prepared by Consultant for all public outreach meetings, County Planning Commission Meeting, and Board presentations
- Outreach Summary Report

Task 1.12: Provide Project Management

Consultant, with input from County, shall establish the assignment of lead roles versus support roles for a given task, and the proper management of the Project, including tracking of Project tasks, tracking expenditures, tracking deliverables and client communication. Consultant shall:

- Coordinate and monitor the work of the overall Project team, including all subconsultants
- Prepare monthly progress reports that shall be submitted with invoices
- Prepare and provide quality control for all deliverables
- Attend and facilitate Project team meetings as needed, and prepare agendas
- Ensure Project subconsultants remain on-task, on-time, and on-budget
- Prepare summary meeting notes and distribute to all meeting participants
- Serve as County's Project Manager and facilitator, providing direction to subconsultants, including content and format of presentations, interim support documents, and final reports
- Schedule and conduct bi-weekly Project status meetings and/or telephone conferences with County staff to discuss Project status, critical issues, schedule and budget
- Prepare e-mail summaries of Project status meetings
- Submit a draft invoice to County staff prior to completing work for the first Project invoice period. This shall allow County staff to identify any invoice modifications necessary prior to actual invoicing
- Prepare and submit monthly invoice prior to the 15th day of each month for work completed in the preceding calendar month

Deliverables:

- Project schedule, updated monthly
- Bi-weekly Project status updates
- Meeting agendas
- Meeting notes, including summaries of discussion and decisions
- Email summaries of Project status meetings
- Initial draft invoice
- Monthly invoices with monthly progress reports

COMPONENT 2: BUSINESS PARKS FINANCIAL AND MARKET STRATEGY REPORT:**Task 2.1: Initiate Project and Collect Data**

Consultant shall hold a **Task 2** kick-off meeting as a continuation of the kick-off for the **Task 1** Project (MC&FP Phase II Financing Plan). Overall goals, schedule, contacts, and protocols for the Project shall be established.

Consultant shall tour each business park and meet with the ownership groups involved. In each case, key questions and issues listed above shall be explored to gain a practical and comprehensive understanding of key issues, limitations, and opportunities. All available data regarding property characteristics, future improvements, leading market opportunities, and other site-specific information shall be gathered at this time.

Deliverables:

- Task 2 Kick-off meeting and property owner meeting
- Summary of Task 2 Kick-off meeting
- Summary of property owner's meeting
- Final schedule with tasks, milestones, and deliverables

Task 2.2: Conduct Market Review

The purpose of the market review shall be to establish assumptions on industrial and office capture and Project timing for the FIA and Financing Strategy outlined in subsequent tasks. For the Park West and Barnett Business Parks, Consultant shall focus on industrial uses (light and heavy) to understand overall demand, as well as the Parks' competitive position relative to competing regional supply. For the El Dorado Hills Business Park, the evaluation shall emphasize office and Research and Development uses to a greater degree.

Consultant shall conduct a review of industrial, office, and flex market dynamics in County and the region to provide an understanding of relative level of demand and potential development absorption for remaining development in the three (3) Business Parks. Specifically, Consultant shall gather information on existing inventory; vacancy rates; annual net absorption; average rental rates; and pipeline development projects for Business Park land uses. Consultant shall focus on collecting data specific to a defined study area, as well as the larger region, including subareas that might be useful

to compare to the study area (e.g., El Dorado Hills; Folsom), depending on the availability of data.

A technical memorandum shall be developed providing the following guidance for subsequent improvement and funding strategies:

- Strengths, Weaknesses, Opportunities, and Threats confronting the three (3) Business Parks
- Competitive position and outlook for each Park
- Estimated absorption (coordinated with the needs of the traffic analysis)
- Suggested changes to product mix and parcel sizes
- Any suggested infrastructure upgrades or other features to improve performance

Deliverables:

- Draft Technical Memorandum 2-1: Business park market assessment
- Final Technical Memorandum 2-1: Business park market assessment
- Up to two (2) conference call meetings with County staff to discuss assumptions, methodology, or market assessment findings

Task 2.3: Conduct Pro Forma Analysis

Consultant shall evaluate prevalent land economic trends, specifically looking to establish the following information:

- Document the real estate economics of the Business Park assets with reference to asset values, lease rate and occupancy trends, feasibility of new construction, and ability to finance new construction
- Determine the role that existing and proposed new fees and charges play as part of the cost burden confronting new construction

Consultant shall evaluate the impact of the infrastructure cost burden on the overall financial feasibility of the private real estate development land uses. Consultant shall base this analysis on the estimates of finished real estate values for private development, as provided by Project developers and supplemented by Consultant's research. To the extent that initial cost allocations appear infeasible based on industry standards, Consultant shall evaluate alternate allocations and other measures (e.g., cost reductions; re-phasing).

Deliverables:

- Draft Technical Memorandum 2-2: Cost burden analysis
- Final Technical Memorandum 2-2: Cost burden analysis
- Communication, as needed, with Project developers and County staff to identify and discuss assumptions, methodology, or financial feasibility findings
- Up to two (2) conference call meetings to discuss assumptions, methodology, or financial feasibility findings

Task 2.4: Determine Required Infrastructure and Project Design

KAI

This task is intended to analyze additional capacity and safety improvements needed to alleviate existing deficiencies and accommodate future expansion of the three (3) Business Park Projects.

KAI shall compile background research for the three (3) Business Parks—El Dorado Hills, Barnett and Park West, perform existing and future land use and traffic forecasting, evaluate existing and future operations and safety, and determine transportation infrastructure requirements within the study area. The assessment of Business Parks shall be performed in a targeted fashion. Only roadways that are located in the immediate vicinity and anticipated to be affected with the expansion of these Business Parks shall be studied.

In this deliverable-oriented approach, the interim products shall be developed and reviewed prior to moving forward with the next set of tasks. Final product is a list of roadway capacity improvements to relieve existing traffic congestion and accommodate future growth in traffic in the immediate vicinity of each Business Park.

Define Project Limits and Analysis Methodology

If deemed necessary, KAI shall incorporate analysis methodologies for the Business Parks in the same document as prepared in Task 1.4. The Project limit will include a one (1) mile radius from the Business Park in question as well as primary routes to/from US Highway 50. KAI recommends that the study locations should be selected based on the list of known over-capacity roadways and findings of the TIM Fee study.

Existing Traffic Conditions, Deficiencies and Needed Improvements

Operational Assessment

KAI shall gather and analyze the most recent available traffic data (peak hour and ADT) at up to five (5) roadways for each Business Park. The traffic count information assembled shall be used to compare roadway segment AM and PM peak hour traffic volume to peak hour thresholds and/or volume-to-capacity ratio that exceed County's design standards and/or LOS policy. KAI shall prepare a description of roadway, transit, bicycle and pedestrian systems within the study area of each Business Park.

Safety Assessment

A safety assessment shall be made using Statewide Integrated Traffic Records System (SWITRS) collision data for the most recent three (3) years available. In conjunction with County's most recent Accident Location Report, this assessment shall identify high collision locations based on statewide comparisons for like facilities.

Identification of Deficiencies

Existing deficiencies shall be identified based on County design standards and County's General Plan LOS policy as follows:

Policy TC-Xd: LOS for County-maintained roads and state highways within the unincorporated areas of County shall not be worse than LOS E in Community Regions or LOS D in the Rural Centers and Rural Regions except as specified in Table TC-2. LOS shall be as defined in the latest edition of the HCM (Transportation Research Board, National Research Council) and calculated using the methodologies contained in that manual.

Determination of Improvement Projects

For each deficiency type, KAI shall identify improvements to alleviate existing congestion and safety issues. KAI shall develop a list of potential improvement using County's CIP and our local knowledge. KAI shall prepare a full qualitative assessment of the operational changes that may result from each improvement Project. A Project description containing project designs such as lane configuration, limits of widening, and length of turn bays, shall be prepared and submitted to County staff prior to further analysis.

Future Traffic Conditions, Deficiencies and Needed Improvements

The future conditions analysis is designed to provide the future setting against which various land use scenarios are compared.

Future Land Use and Travel Forecasts

KAI shall follow the same process as outlined in **Task 1.4**. KAI shall update the existing program using the most current projections as well as other approved and/or pending projects that require General Plan amendment. Year 2014/15 shall be considered as baseline and 2035 as forecast horizon year. Any interim year forecasts shall be developed by linear interpolation.

KAI shall address up to three (3) land use scenarios, including future baseline and two (2) land use alternatives. Both baseline and future networks shall be modified to add local roadway network details in the study area. If needed, zone connectors shall be enhanced to allow appropriate loading on the local and collector streets. Depending upon the land use scenarios, KAI may also consider splitting the TAZs to reflect improved allocation of land uses in each TAZ. The enhanced model shall be run and validated against the field collected traffic data, and then shall be used to forecast year 2035 AM and PM peak hour travel demand for baseline and up to two (2) land use scenarios. The five (5), ten (10), and twenty (20) year CIP projects within the study area shall be assumed as part of future baseline network unless the on-going TIM Fees and CIP Update study eliminates them.

Operational Assessment

Using the travel demand forecasts, KAI shall calculate AM and PM peak hour LOS for segments of County's major roadway system that are candidates for improvement. The LOS calculations shall be performed using the Roadway Capacity Analysis Tool (RCAT) post-processor or maximum allowable peak hour volumes in accordance with County's General Plan policy.

Identification of Deficiencies

Based on County's General Plan policies, operational and safety deficiencies shall be assessed for the horizon year conditions between future baseline and land use scenarios. The study shall include an analysis of potential impacts and identify improvements to mitigate impacts. The analysis shall qualitatively examine potential effects on transit, pedestrians, and bicyclists.

Determination of Improvement Projects

KAI shall develop a list of improvement projects which may include, but not be limited, to realignment of roadways, widening of roadways, relocation of accesses, and bike lanes. KAI shall apply a holistic approach which so that improvements contained in County's CIP and new identified can be well integrated by each facility type. KAI shall provide narrative for each improvement project containing geometry, lane configuration, turn lanes length, traffic control, and channelization to the Project team for review prior to further analysis.

Quincy

Quincy shall develop schematic typical sections and planning level cost estimates based upon a per square foot basis for a total of one (1) mile of roadway segments at various locations to be identified by the traffic analysis by KAI for County's three (3) existing Business Parks (El Dorado Hills Business Park, Barnett Business Park, and Park West Business Park). These estimates shall be used by Consultant in its economic analysis.

Deliverables:

- Draft Technical Memorandum 2-3: Summary of Traffic Conditions and Improvement Need
- Final Technical Memorandum 2-3: Summary of Traffic Conditions and Improvement Needs
- One (1) conference call meeting with the Project team
- One (1) meeting with County staff (in-person) to discuss analysis details
- Narrative project descriptions (for the aforementioned assumed projects)
- Typical sections and planning level cost estimates to be used for economic development analysis
- Estimate methodologies

Task 2.5: Prepare Fiscal Impact Analysis

Consultant shall prepare the FIA to evaluate the impact of proposed land uses in each Business Park on the costs and revenues of County's General Fund and Road Fund. The FIA would reflect planned Business Park development using land use data resulting from the market review and pro forma tasks.

The FIA shall compare forecasts of the revenues generated through property tax, sales tax, transfer tax, and other general fund sources with the costs of providing urban services to the proposed Project.

Consultant shall work with County staff and other County consultants to integrate County's current policies and modeling practices into this analysis. This work shall be integrated with the FIA discussed in **Task 1.6 (Component 1)** and shall follow an identical methodology, in this case focusing on the fiscal dynamics related to Business Park development over the next ten (10) years.

Drawing from the revenue and expense projections developed in as part of **Task 1.6**, Consultant shall estimate potential fiscal effects of proposed Business Park development, including any land use alternatives being considered as a result of the market analysis and pro forma work. The cost and revenue estimates shall be presented in a format that clearly indicates the Net Fiscal Effects of proposed development for each Business Park. Once the Net Fiscal Effects have been determined, Consultant shall evaluate the Project's ability to provide financial participation towards any recommended infrastructure upgrades, to ensure that any potential financial participation would not jeopardize County's ability to provide municipal services to the Project.

Deliverables:

- Draft Technical Memorandum 2-4: Summary of the net Fiscal Impact results of the Project
- Financial Technical Memorandum 2-4: Summary of the net Fiscal Impact results of the Project

Meetings:

- Project team meetings, as needed
- Up to two (2) conference call meetings with County staff to discuss assumptions, methodology, and/or findings

Task 2.6: Evaluate Potential Financing Mechanisms

Consultant shall evaluate potential existing and future financing mechanisms that may be available to fund recommended infrastructure improvements needed to improve performance of the Business Parks, and/or needed to serve off-site traffic demand upon realization of additional growth. The purpose of this task is to identify the funding sources and financing mechanism that may be considered for these improvements. Consultant shall seek to reduce fees and other cost burdens affecting overall Business Park performance by supplanting external funding from State and Federal grant opportunities as described in **Task 1.7**. All potential financing mechanisms and funding sources identified in this task shall be considered in the following Cash Flow Analysis and Financing Strategy task.

Deliverables:

- Memorandum 2-6: Narrative of potential external funding grants that have applicability to the identified Projects that shall be contained in the Draft and Final Reports of the Business Park Financial and Market Strategy Report.

Meetings:

- Project team meetings, as needed.

Task 2.7: Prepare Cash Flow Analysis and Financing Strategy

Based on Consultant's assessment of recommended infrastructure upgrades, derived through earlier tasks, and the potential financing mechanisms and funding sources identified in **Task 2.6**, Consultant shall prepare the Business Park Financing Strategy, which shall be informed by a dynamic, multi-year Cash Flow Analysis established for each Business Park. This task shall be informed by the following items:

- Public financing principles.
- Statutory and legal considerations.
- Industry standards regarding who typically pays for what.
- The timing of public improvements related to private development.
- Commitments regarding the availability of public-sector funding.
- Negotiation-based preferences of stakeholders (e.g., advance-funding and reimbursement procedures).

Multiple funding sources would be used in combination to fund required transportation improvements to mitigate existing traffic congestion and to facilitate new development. When completed, the Business Park Financing Strategy shall provide increased certainty to property owners regarding the timing of any required advance funding requirements and associated reimbursements while concurrently mitigating potential risks to County.

The Cash Flow Analysis shall include the estimated timing of all potential funding sources, including incremental sales and property tax revenues to the extent they may be available as determined through the **Task 2.5** Prepare FIA. The financial feasibility of the proposed Cash Flow Analysis and Financing Strategy shall be evaluated as part of the market analysis and feasibility work completed as part of **Tasks 2.2** and **2.3**.

The Business Park Financing Strategy shall also identify the steps and a proposed schedule that would be required to implement each funding mechanism identified in the strategy. The steps and schedule shall reflect input from County staff and would be consistent with County policies.

Deliverables:

- Draft Technical Memorandum 2-6: Draft Financing Strategy for each Business Park, to be incorporated into the final written documentation for the Project
- Final Technical Memorandum 2-6

Meetings:

- Project team meetings, as needed

Task 2.8: Coordinate TIM Fee and CIP Programming

As one of the key constraints to development in the three (3) identified Business Parks is the burden imposed by fees and connection charges, it shall be imperative to ensure that the parallel processes of TIM Fees and the Business Park Financing Plan Update inform one another.

Consultant shall also closely monitor and interface with County's consultant team responsible for updating County's TIM Fee Program. This TIM Fee coordination shall ensure the Financing Strategy (described below) considers the latest TIM Fee guidelines and policies. Consultant shall also monitor the EDCTC Project Monitoring Report and CIP to evaluate the availability of potential State and Federal funds that may be available to fund required transportation infrastructure. Quincy shall participate with the Project team in providing updated Project cost information, which shall be used for the TIM Fee Update and subsequent CIP programming.

Deliverable:

- Technical Memorandum 2-7: Business Park-related preliminary cost estimates germane to the TIM Fee Update

Meetings:

- Strategy discussions in the form of two (2) one (1)-hour teleconferences

Task 2.9: Prepare Financial and Market Strategy Report

Consultant shall prepare a technical Draft Financial and Market Strategy Report (Report) to document the following components for each Business Park: market dynamics and competitive position (per Task 2.2); backbone infrastructure and public facility improvements required to support new development; sources and uses of funding; proportionate cost obligations; and the financial analysis and assumptions underpinning the financing strategy or strategies. The Report shall also discuss the timing and financing of improvements and evaluate the financial feasibility of these obligations, given projected home prices and commercial values. County shall use the Report to identify the overall cost obligation and economic development strategy to move ahead with an initial phase of new development in each Business Park.

This task assumes that Consultant shall prepare three (3) to four (4) Report documents:

- Internal Draft Financial and Market Strategy Report, circulated to the Project team
- Administrative Draft Financial and Market Strategy Report, circulated to County for comments

- Draft Financial and Market Strategy Report that incorporates any County comments, circulated for review and comment by the public and applicable agencies, stakeholders, and interest groups
- Final Financial and Market Strategy Report that incorporates any public comments, if necessary

Deliverables:

- Internal Draft Financial and Market Strategy Report
- Administrative Draft Financial and Market Strategy Report for County review
- Draft Financial and Market Strategy Report for public review
- Final Financial and Market Strategy Report

Meetings:

- Project team meetings, as needed and attendance at up to two (2) Board meetings. Consultant shall ensure that these meetings shall be attended by Project team staff with previous experience presenting to County Board.

Task 2.10: Conduct Public Outreach

It is part of an overall commitment by County to ensure maximum participation by businesses in the El Dorado Hills Business Park, Barnett Business Park, and Park West Business Park. As such, County's Economic Development Department intends to initiate outreach efforts to existing property owners at each Business Park to develop an understanding of opportunities and challenges related to economic development at each park. Consultant shall provide limited assistance to County in these outreach efforts, including dissemination of Project-related correspondence or surveys and convening one (1) to two (2) meetings with relevant stakeholders.

Deliverable:

- Consultant shall assist County in preparing two (2) to three (3) Project-related items of correspondence (e.g., emails, letters, or surveys)

Task 2.11: Provide Project Management

Consultant, with input from County, shall establish the assignment of lead roles versus support roles for a given task, and the proper management of the Project, including tracking of Project tasks, tracking expenditures, tracking deliverables and client communication. Consultant shall:

- Coordinate and monitor the work of the overall Project team, including all subconsultants
- Prepare monthly progress reports that shall be submitted with invoices
- Prepare and provide quality control for all deliverables
- Attend and facilitate Project team meetings as needed, and prepare agendas
- Ensure Project subconsultants remain on-task, on-time, and on-budget
- Prepare summary meeting notes and distribute to all meeting participants

- Serve as County's Project Manager and facilitator providing direction to subconsultants, including content and format of presentations, interim support documents, and final reports
- Schedule and conduct bi-weekly Project status meetings and/or telephone conferences with County staff to discuss Project status, critical issues, schedule and budget
- Prepare e-mail summaries of Project status meetings
- Submit a draft invoice to County staff prior to completing work for the first project invoice period. This shall allow County staff to identify any invoice modifications necessary prior to actual invoicing
- Prepare and submit monthly invoice prior to the 15th day of each month for work completed in the preceding calendar month

Deliverables:

- Project schedule, updated monthly
- Bi-weekly project status updates
- Meeting agendas
- Meeting notes, including summaries of discussion and decisions
- Initial draft invoice
- Monthly invoices with monthly progress reports

Draft

Economic & Planning Systems, Inc.

Exhibit B

Billing Schedule

Labor Rates

<u>Classifications</u>	<u>Hourly Rate</u>
Managing Principal	\$280-\$300
Senior Principal	\$300-\$320
Principal	\$225-\$240
Executive/Senior Vice President	\$215-\$225
Vice President	\$195-\$215
Senior Technical Associate	\$180-\$200
Senior Associate	\$165-\$185
Associate	\$145-\$165
Research Analyst II	\$100-\$120
Research Analyst I	\$80-\$100
Production and Administrative Staff	\$80-\$100

The above rates include standard overhead items.

Consultant may submit a new proposed Billing Schedule to the Contract Administrator, which shall require written approval and acceptance by County's Contract Administrator prior to the new rates becoming effective.



Direct Expenses

The rates in the table below apply to non-standard items. All outside services and expenses are billed at cost.

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



*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. Any reimbursement for mileage will only be made if such expenses are included in the Cost Proposal of this Agreement.

Economic & Planning Systems, Inc.

Exhibit C

Cost Proposal

Component 1

Task 1.1:	Initiate Project and Collect Data	\$	6,600.00
Task 1.2:	Conduct Market Review	\$	25,000.00
Task 1.3:	Analyze Cost Burden and Financial Feasibility	\$	18,000.00
Task 1.4:	Determine Required Infrastructure and Project Design	\$	4,000.00
Task 1.5:	Conduct CEQA Analysis	\$	3,000.00
Task 1.6:	Prepare Fiscal Impact Analysis	\$	18,000.00
Task 1.7:	Evaluate Potential Financing Mechanisms	\$	14,000.00
Task 1.8:	Prepare Cash Flow Analysis and Financing Strategy	\$	15,000.00
Task 1.9:	Coordinate TIM Fee and CIP Programming	\$	8,000.00
Task 1.10:	Prepare Financing Plan and Report	\$	55,000.00
Task 1.11:	Conduct Public Outreach	\$	15,000.00
Task 1.12:	Provide Project Management	\$	26,500.00

Consultant Direct Expenses \$ 2,500.00

Consultant Subtotal \$ 210,600.00

Subconsultants:

Kittelson and Associates, Inc.	\$	139,500.00
Quincy Engineering, Incorporated	\$	40,300.00
Ascent Technologies, Inc.	\$	33,100.00
Flint Strategies	\$	26,500.00
Subconsultant Subtotal	\$	239,400.00

Total Proposed Contract Budget Cost Estimate for Component 1 \$ 450,000.00

Economic & Planning Systems, Inc.

Exhibit C

Cost Proposal

Component 2

Task 2.1:	Initiate Project and Collect Data	\$	2,500.00
Task 2.2:	Conduct Market Review	\$	28,000.00
Task 2.3:	Conduct Pro Forma Analysis	\$	12,000.00
Task 2.4:	Determine Required Infrastructure and Project Design	\$	-
Task 2.5:	Prepare Fiscal Impact Analysis	\$	15,000.00
Task 2.6:	Evaluate Potential Financing Mechanisms	\$	7,000.00
Task 2.7:	Prepare Cash Flow Analysis and Financing Strategy	\$	9,500.00
Task 2.8:	Coordinate TIM Fee and CIP Programming	\$	1,000.00
Task 2.9:	Prepare Financial and Market Strategy Report	\$	20,000.00
Task 2.10:	Conduct Public Outreach	\$	1,000.00
Task 2.11:	Provide Project Management	\$	9,000.00
	Consultant Direct Expenses	\$	1,000.00
	Consultant Subtotal	\$	106,000.00
<u>Subconsultants:</u>			
	Kittelson and Associates, Inc.	\$	30,000.00
	Quincy Engineering, Incorporated	\$	8,000.00
	Ascent Technologies, Inc.	\$	1,000.00
	Flint Strategies	\$	5,000.00
	Subconsultant Subtotal	\$	44,000.00
Total Proposed Contract Budget Cost Estimate for Component 2		\$	150,000.00
Total Proposed Contract Budget Cost Estimate for Project		\$	600,000.00

*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 and among the direct expenses identified herein, (not including 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.