AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
(NON-FEDERAL FUNDING)

This Agreement is entered into by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, herein called "COUNTY," and Omni-Means, Ltd, a corporation whose address is 943 Reserve Drive, Suite 100, Roseville, CA 95678, herein called "ENGINEER." This Agreement shall be effective as of the date it is fully executed by the parties.

The COUNTY department responsible for administering this Agreement is the Department of Public Works ("Public Works"), and all written communications hereunder with the COUNTY shall be addressed to the Director of Public Works ("Director").

WHEREAS, the COUNTY has need for special services and advice with respect to the work described herein for the 2014 Avila Circulation Study Update Project (hereafter, the "Project"); and

WHEREAS, the ENGINEER warrants that it is specially trained, experienced expert, and competent to perform such special services;

NOW, THEREFORE, the parties agree with the above recitals, and hereby further agree as follows:

ARTICLE 1. <u>SCOPE OF WORK.</u> The ENGINEER shall, at its own cost and expense, provide all the services, equipment, and materials necessary to complete the work described in the ENGINEER's Scope of Work (hereafter, collectively "Work") attached hereto as Exhibit A. ENGINEER warrants and represents that said Work encompasses all services, equipment, and materials necessary for the ENGINEER's preparation of final design plans and specifications for the public bidding of the construction of the Project. All Work shall be performed to the highest professional standard.

ARTICLE 2. <u>TIME FOR COMPLETION OF WORK.</u> No Work shall be commenced prior to the ENGINEER's receipt of the COUNTY's Notice to Proceed. All Work shall be completed no later than June 30, 2015, provided, however, that extensions of time may be granted in writing by the Director of Public Works of San Luis Obispo County, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause determined in the sole discretion of the Director of Public Works of San Luis Obispo County to be good and sufficient cause for such extensions.

ARTICLE 3. <u>PAYMENT FOR SERVICES.</u>

A. **<u>COMPENSATION.</u>**

1. COUNTY shall pay to ENGINEER as compensation in full for all Work required by this Agreement a sum not to exceed the total Agreement amount of $72,350 (seventy-two thousand three hundred fifty dollars).

2. Progress payments will be made to ENGINEER based on compensable services provided and allowable costs incurred at the rates set forth in the ENGINEER'S Cost Proposal attached hereto as Exhibit B. All payments to ENGINEER shall be based on actual services performed and costs incurred at the rates set forth in Exhibit B.

3. The COUNTY reserves the right to delete Work from ENGINEER's Scope of Work, but that such deletion must be in writing from the County's Public Works Director that expressly states that certain Work is being deleted. ENGINEER shall be entitled to no compensation for any Work that is deleted.

B. **<u>REPORTS.</u>** The ENGINEER shall submit to the COUNTY, on a monthly basis, a detailed statement of all services performed and all Work accomplished under this Agreement since the ENGINEER's last monthly statement, including the number of hours of Work performed and the personnel involved. For the purpose of timely processing of invoices, the ENGINEER's invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future Work shall be noted in the monthly reports. The ENGINEER shall also promptly notify the County of any perceived need for a change in the scope of Work, and an

explanation as to why the ENGINEER did not include said Work in the attached Scope of Work.

C. **INVOICES.** Billing invoices shall be based upon the ENGINEER's Cost Proposal, attached hereto as Exhibit B. Invoices shall detail the Work performed on each task and each project as applicable. Invoices shall follow a format based upon the Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due the COUNTY including any equipment purchased under the provisions of Article 24 Equipment Purchase of this Agreement.

D. **ENGINEER'S ASSIGNED PERSONNEL.** All Work performed under this Agreement shall be performed by the ENGINEER's personnel indentified in the organizational chart, attached hereto as Exhibit C. Any changes to the any personnel designated on this organizational chart must be approved in writing by the COUNTY's Project Manager.

ARTICLE 4. ACCOUNTING RECORDS.

A. The ENGINEER shall maintain accounting records in accordance with generally accepted accounting principles. The ENGINEER shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The ENGINEER shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal, and payroll journal.

B. The ENGINEER shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other project costs, but shall be directly traceable to contract billings to the COUNTY. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the ENGINEER's cost accounting records.

C. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. The ENGINEER shall safeguard the accounting records and supporting documentation.

D. The ENGINEER shall make accounting records and supporting documentation available on demand to the COUNTY and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the COUNTY. The COUNTY may require having the ENGINEER's accounting records audited, at the ENGINEER's expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) calendar days after completion of the audit.

ARTICLE 5. (INTENTIONALLY OMITTED)

ARTICLE 6. NON-ASSIGNMENT OF AGREEMENT. Inasmuch as this Agreement is intended to secure the specialized services of the ENGINEER, the ENGINEER may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the COUNTY and any such assignment, transfer, delegation, or sublease without the COUNTY's prior written consent shall be considered null and void.

ARTICLE 7. INSURANCE. The ENGINEER, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of the ENGINEER's Work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers, and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers, and agents of the County of San Luis Obispo, California, individually or collectively.

A. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES.** The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. **COMMERCIAL GENERAL LIABILITY ("CGL").** Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG0001) with policy limits not less than the following:

$1,000,000 each occurrence;

$1,000,000 for personal injury liability;

$1,000,000 aggregate for products-completed operations; and

$1,000,000 general aggregate.

The general aggregate limits shall apply separately to the ENGINEER's Work under this Agreement.

2. **BUSINESS AUTOMOBILE POLICY ("BAP").** Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum (combined single limit) of not less than One-million ($1,000,000) dollars for each occurrence, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. The ENGINEER shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

3. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ("WC / EL").** This policy shall include at least the following coverages and policy limits:

a. Workers' Compensation insurance as required by the laws of the State of California; and

b. Employer's Liability Insurance Coverage B with coverage amount not less than one-million ($1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million ($1,000,000) dollars policy limit BI by disease; and, one-million ($1,000,000) dollars each employee BI by disease.

4. **PROFESSIONAL LIABILITY ("PL").** This policy shall cover damages, liabilities, and costs incurred as a result of the ENGINEER's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars ($1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under

this Agreement and for three (3) years thereafter with respect to incidents which occur during the performance of this Agreement). The ENGINEER shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

B. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS.** Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by the ENGINEER and approved by the County before Work is begun pursuant to this Agreement. At the option of the County, the ENGINEER shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers, and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

C. **ENDORSEMENTS.** All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2. The County of San Luis Obispo, its officers, employees, volunteers, and agents are hereby added as additional insureds with respect to all liabilities arising out of the ENGINEER's performance of Work under this Agreement (CGL & BAP);
3. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAP, & PL);
4. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) calendar days prior to the effective date of such reduction or cancellation to County at the address set forth below (All Policies);
5. The ENGINEER and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers, and agents for any loss arising under this Agreement (WC); and

6. Deductibles and self-insured retentions must be declared (All Policies).

D. **ABSENCE OF INSURANCE COVERAGE.** The County may direct the ENGINEER to immediately cease all activities with respect to this Agreement if it determines that the ENGINEER fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of Work and change of insurance shall be considered the ENGINEER's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to the ENGINEER.

E. **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION.** Prior to commencement of Work under this Agreement, and annually thereafter for the term of this Agreement, the ENGINEER, or each of the ENGINEER's insurance brokers or companies, shall provide the County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for the ENGINEER shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Jeremy Ghent, Public Works Department
Room 207, County Government Center
San Luis Obispo CA 93408

ARTICLE 8. INDEMNIFICATION.

A. The ENGINEER shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities, or other losses (hereafter, collectively "claims") that may be asserted by any person or entity, and that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER. The parties agree that, in addition to the ENGINEER's general and professional duties of care, the ENGINEER has a duty of care to act in accordance with the terms of this Agreement. In addition to whatever other acts or omissions of ENGINEER that constitute

negligence, recklessness, or willful misconduct under applicable law, the parties acknowledge that any act or omission of the ENGINEER that causes any damages or monetary losses, and constitutes a breach of any duty under, or pursuant to, this Agreement, shall at a minimum constitute negligence (and may constitute recklessness or willful conduct if so warranted by the facts).

B. The preceding paragraph applies to any and all such claims, regardless of the nature of the claim or theory of recovery. For purposes of the paragraphs found in this Article of the Agreement, "ENGINEER" shall include the ENGINEER, and/or its agents, employees, subcontractors, or other independent contractors hired by, or working under, the ENGINEER.

C. It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and "hold harmless" rights allowed under the law. No provisions of this Agreement shall be construed in a manner that would constitute a waiver or modification of Civil Code section 2782.8. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect. Nothing contained in this Agreement shall be construed to require the ENGINEER to indemnify the COUNTY against any responsibility or liability in contravention of Civil Code 2782.8.

ARTICLE 9. <u>ENGINEER'S RESPONSIBILITY FOR ITS WORK.</u>

A. The ENGINEER has been hired by the COUNTY because of the ENGINEER's specialized expertise in performing the Work described in the attached Scope of Work, Exhibit A. The ENGINEER shall be solely responsible for such Work. The COUNTY's review, approval, and/or adoption of any designs, plans, specifications, or any other Work shall be in reliance on the ENGINEER's specialized expertise and shall not relieve the ENGINEER of its sole responsibility for the Work. The COUNTY is under no duty or obligation to review or verify the appropriateness, quality, or accuracy of any designs, plans, specifications, or any other Work, including but not limited to, any methods, procedures, tests, calculations, drawings, or other information used or created by the ENGINEER in performing any Work under this Agreement.

B. All information which the ENGINEER receives from the COUNTY should be independently verified by the ENGINEER. The ENGINEER should not rely upon such information unless it has independently verified its accuracy. The only exception to the foregoing arises when the COUNTY has expressly stated in writing that certain information may be relied upon by the ENGINEER without the ENGINEER's independent verification. In such event, the ENGINEER is still obliged to promptly notify the COUNTY whenever the ENGINEER becomes aware of any information that is inconsistent with any information which the COUNTY has stated may be relied upon by the ENGINEER.

C. Pursuant to the provisions of this Article, the ENGINEER is responsible for all Work under this Agreement, including the Work performed by any subcontractors or any other independent contractors which ENGINEER hires or contracts with regarding the Work.

D. The ENGINEER accepts the relationship of trust and confidence established with COUNTY by this Agreement, and covenants with the COUNTY to furnish the ENGINEER's reasonable skill and judgment in furthering the interests of the COUNTY. The ENGINEER shall use its best efforts to perform in an expeditious and economical manner consistent with the interests of the COUNTY.

E. If ENGINEER ever has reason to believe that any of its general or professional duties of care conflict with any requirements of this Agreement, the ENGINEER shall promptly so notify the COUNTY in writing.

ARTICLE 10. <u>INSURANCE AND INDEMNIFICATION AS MATERIAL PROVISIONS.</u> The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to the ENGINEER by the indemnification and insurance clauses.

ARTICLE 11. <u>ENGINEER'S ENDORSEMENT ON REPORTS, ETC.</u> The ENGINEER shall endorse all reports, maps, plans, documents, materials, and other data in accordance with applicable provisions of the laws of the State of California.

ARTICLE 12. <u>DOCUMENTS, INFORMATION AND MATERIALS OWNERSHIP.</u> All documents, information, and materials of any and every type prepared by the ENGINEER (or any subcontractor) pursuant to this Agreement shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER (or any subcontractor) in performing Work under this Agreement, whether completed or in process. The ENGINEER shall assume no responsibility for the unintended use by others of any such documents, information, or materials on project(s) which are not related to the scope of services described under this Agreement.

ARTICLE 13. <u>TERMINATION OF AGREEMENT WITHOUT CAUSE.</u> The COUNTY may terminate this Agreement at any time by giving the ENGINEER thirty (30) calendar days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, the ENGINEER shall be entitled to no further compensation or payment of any type from the COUNTY.

ARTICLE 14. <u>TERMINATION OF AGREEMENT FOR CAUSE.</u> If the ENGINEER fails to perform the ENGINEER's duties to the satisfaction of the COUNTY; or if the ENGINEER fails to fulfill in a timely and professional manner the ENGINEER's obligations under this Agreement; or if the ENGINEER violates any of the terms or provisions of this Agreement; or if the ENGINEER, or the ENGINEER's agents or employees fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then the COUNTY shall have the right to terminate this Agreement effective immediately upon the COUNTY giving written notice thereof to the ENGINEER. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The ENGINEER shall be paid for all Work satisfactorily completed prior to the effective date of such termination. If the COUNTY's termination of the Agreement for cause is defective for any reason, including but not limited to the

COUNTY's reliance on erroneous facts concerning the ENGINEER's performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause thirty (30) calendar days following the COUNTY's written notice of termination for cause to the ENGINEER, and the COUNTY's maximum liability shall not exceed the amount payable to the ENGINEER under Article 13 above.

ARTICLE 15. COMPLIANCE WITH LAWS. The ENGINEER shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the Work of this Agreement. This includes compliance with prevailing wage rates and their payment in accordance with the California Labor Code. The ENGINEER acknowledges that labor performed on site to support any Work required under this Agreement is a public work within the meaning of Labor Code Section 1720. The ENGINEER will comply, or cause its subconsultant(s) to comply, with the provisions of Labor Code Section 1774.

ARTICLE 16. COVENANT AGAINST CONTINGENT FEES. The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working for the ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 17. DISPUTES & CLAIMS.

A. **EXCLUSIVE REMEDY.** Any demand or assertion by ENGINEER seeking any additional compensation and/or time extension, or other relief, for any reason whatsoever (hereafter collectively "Claim"), must be in strict compliance with the requirements of this Article 17. For purposes of this Article 17, any and all Work relating to any such demand or assertion shall be referred to as "Disputed Work",

regardless of whether the basis of the demand or assertion arises from an interpretation of the Agreement, an action or inaction of ENGINEER or COUNTY, or any other event, issue, or circumstance. If the Disputed Work relates to any Work performed by any subcontractors or subconsultants hired by ENGINEER in compliance with the provisions of this Agreement, any such Claims must also be processed by ENGINEER in accordance with the provisions of this Article 17.

The administration of a Claim as provided in this Article 17, including ENGINEER's performance of its duties and obligations specified in this Article 17 is ENGINEER's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of the Agreement or other contractual or tort relief arising from Agreement. Compliance with the procedures described in this Article 17 is a condition precedent to the right to file a Government Code Claim, commence litigation, or commence any other legal action. ENGINEER waives the right to pursue or submit any Claims not processed in accordance with Article 17.

B. **MANDATORY PROCEDURE AND CONDITION PRECEDENT**. The requirements set forth in this Article 17 are mandatory, and ENGINEER shall strictly comply with these requirements. Strict compliance with these requirements is a condition precedent to ENGINEER's ability to exercise any rights or remedies that may otherwise be available to ENGINEER under the Agreement or any applicable Laws or Regulations relating to the Claim. No action or inaction by ENGINEER and/or COUNTY to try to resolve any Claim(s) through agreement, amendment, mediation, settlement, or any other means shall excuse ENGINEER from strictly complying with the requirements of this Article 17. ENGINEER shall bear all costs incurred in complying with the provisions of this Article 17.

C. **NOTICE OF POTENTIAL CLAIM.** The ENGINEER shall not be entitled to any additional compensation and/or time under this Agreement for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless the ENGINEER has provided the COUNTY's Public Works Director with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the ENGINEER believes additional compensation and/or time will or may be due, the nature of the cost

involved, and, insofar as possible, the full amount of additional compensation and/or time extension sought in relation to the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the ENGINEER shall have performed any Disputed Work. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The ENGINEER hereby agrees that it shall have no right to additional compensation and/or time regarding any Claim for which no written Notice of Potential Claim as herein required was filed with the COUNTY Director of Public Works.

D. **NOTICE OF FINAL CLAIM** As soon as reasonably practical upon completion of the Disputed Work, and no later than 30 days after completion of the Disputed Work, ENGINEER shall provide to COUNTY a Notice of Final Claim containing a full and final documentation of the Claim that provides the following information:

1. A detailed factual narration of events fully describing the nature and circumstances that caused the dispute, including, but not limited to, necessary dates, locations, and items of Work affected by the dispute.

2. The specific provisions of the Agreement that support the Claim and a statement of the reasons these provisions support and provide a basis for entitlement of the Claim.

3. When additional monetary compensation is requested, the exact amount requested, including an itemized breakdown of individual costs. These costs shall be segregated into the following cost categories:

a. Labor – A listing of individuals, classifications, hours and dates worked, hourly labor rates, and other pertinent information related to the requested reimbursement of labor costs.

b. Materials/ Equipment – Invoices, purchase orders, location of materials/ equipment used to perform the Disputed Work, dates they were used, and other pertinent information related to the requested reimbursement of material/ equipment costs. (Any applicable equipment rates shall be at the applicable State rental rate as listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates," in effect when the Disputed Work was performed.)

c. Other categories as specified by COUNTY.

E. **ENGINEER'S CONTINUING OBLIGATIONS.** Neither the filing of a Notice of Potential Claim or of a Notice of Final Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the ENGINEER from full and timely performance in accordance with the terms of this Agreement. ENGINEER shall promptly respond to any requests for further information or documentation regarding ENGINEER's potential or final Claim. If ENGINEER fails to provide an adequate written response to COUNTY within 15 days of COUNTY's written request for such further documentation or information, ENGINEER shall be deemed to have waived its Claim. If the further documentation or information requested by COUNTY, in the opinion of the COUNTY, reasonably take the ENGINEER more than 15 days to comply with, the written request shall provide the ENGINEER a specific response deadline that is commensurate to a reasonable response time.

F. **RESPONSE TO NOTICE OF FINAL CLAIM**. The COUNTY shall respond in writing to the Notice of Final Claim within 60 days of receipt thereof Claim, or may request, in writing, within 45 days of said receipt, any additional information or documentation relating to the Claim or any defenses to the Claim the COUNTY may have against the ENGINEER. ENGINEER shall comply with the request within the reasonable time deadline provided by COUNTY in the request. If any additional information is thereafter requested by COUNTY, it shall likewise be provided by ENGINEER within the reasonable time deadline provided by COUNTY in such follow-up request. The written response to the Notice of Final Claim shall be submitted to the ENGINEER within 30 days after receipt of such further information and documentation, or within a period of time no greater than that taken by the ENGINEER in producing the additional information or documentation, whichever is greater. ENGINEER may request an informal conference to meet and confer for settlement of the issues in dispute, but ENGINEER shall have no right to demand such a conference. Neither the requesting of any such conference by ENGINEER or COUNTY, nor the holding of such conference shall affect the date of the final decision on the Claim. No written communications of COUNTY sent to ENGINEER after any such conference will change the date of the final decision on the Claim unless the

writing expressly states that the date of the final decision is being changed to a new specific date.

A Claim may be granted in whole or in part only by a written response that contains the signature of the COUNTY's Public Works Director or his authorized representative. In the event a valid written decision is not provided to ENGINEER within the time prescribed in this Article 17, the Claim shall be deemed denied on the last day a written response was due. The date upon which the Claim is approved or denied pursuant to the provisions of this Article 17, shall constitute the date of the final decision on the Claim under the provisions of this Article 17. The date of the final decision on a Claim can only be changed by a subsequent writing signed by COUNTY that expressly states that the date of the final decision on the Claim has been changed to a new specific date.

G. **GOVERNMENT CODE CLAIM REQUIREMENTS**. For all Claims not resolved as a result of these Article 17 procedures, ENGINEER must submit each Claim in a Government Code Section 910 form of claim for final investigation and consideration of its settlement prior to initiation of any litigation on any such Claim, as required by Government Code Section 945.4. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 is hereby reduced to 150 days. This time deadline is measured from the accrual date of each separate cause of action. The time deadline for filing a Government Code claim shall not be tolled by any action or inaction by ENGINEER or COUNTY, including but not limited to any action or inaction to try to resolve the Claim through negotiation, mediation, settlement, agreement (including Change Order), or by any other means, other than by a separate written tolling agreement expressly approved as to form (on the face of the agreement) by the County Counsel's Office.

ARTICLE 18. ENGINEER IS AN INDEPENDENT CONTRACTOR. It is expressly understood that in the performance of the services herein provided, the ENGINEER shall be, and is, an independent contractor, and is not an agent or employee of the COUNTY. The ENGINEER has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting the ENGINEER in the performance of the services rendered hereunder. The ENGINEER shall be solely

responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

ARTICLE 19. ENTIRE AGREEMENT AND MODIFICATION. This Agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. The ENGINEER shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Any changes increasing the ENGINEER's compensation and/or benefits must be approved by the COUNTY's Board of Supervisors; any other changes may be signed by the County Director of Public Works on behalf of the COUNTY. The ENGINEER specifically acknowledges that in entering into and executing this Agreement, the ENGINEER relies solely upon the provisions contained in this Agreement and no others. To the extent there is any inconsistency between the text in the body of this Agreement and anything in any of the Exhibits attached hereto, the text in the body of this Agreement shall prevail.

ARTICLE 20. ENFORCEABILITY. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 21. WARRANTY OF ENGINEER. The ENGINEER warrants that the ENGINEER and each of the personnel employed or otherwise retained by the ENGINEER for Work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 22. SUBCONTRACTORS.

A. Other than Work designated in Exhibits A and B to be performed by other persons or entities, the ENGINEER shall perform the Work contemplated with resources available within its own organization and no portion of the Work shall be subcontracted without written authorization by the COUNTY. In the event the COUNTY provides written authorization for Work to be performed by a subcontractor,

the use of the words “subcontractor” and “subcontract” in this Article shall refer to such authorized subcontracting to a subcontractor of the first tier or any other tier. The terms “subcontract” and “subcontractor” include any and all contracts or arrangements by which ENGINEER hires or enters into a contract with any subconsultants regarding any Work.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the County and any subcontractors, and no subcontract shall relieve the ENGINEER of its responsibilities and obligations hereunder. The ENGINEER agrees to be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the ENGINEER. The ENGINEER's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the ENGINEER.

C. Any subcontract entered into by the ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word “ENGINEER” where it appears in this Article.

D. Any substitution of subcontractors must be approved in writing by the COUNTY’s Project Manager in advance of assigning Work to a substitute subcontractor.

ARTICLE 23. <u>EQUIPMENT PURCHASE.</u>

A. Prior authorization in writing, by the COUNTY’s Project Manager, shall be required before the ENGINEER enters into any unbudgeted purchase order or subcontract exceeding $5,000 for equipment. The ENGINEER shall provide an evaluation of the necessity or desirability of incurring such costs and three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

B. Any equipment purchased as a result of this Agreement is subject to the following: “The ENGINEER shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the

conclusion of the Agreement, or if the Agreement is terminated, the ENGINEER may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the ENGINEER elects to keep the equipment, fair market value shall be determined at the ENGINEER's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the ENGINEER, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY."

ARTICLE 24. APPLICABLE LAW AND VENUE. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 25. NOTICES. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Mr. Dave Flynn, Interim Director
San Luis Obispo County
Department of Public Works
County Government Center, Room 207
San Luis Obispo, CA 93408

And to the ENGINEER:

Martin R. Inouye, Principal
Omni-Means, Ltd.
943 Reserve Drive, Suite 100
Roseville, CA 95678

ARTICLE 26. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS. Pursuant to Government Code section 7550, if the total cost of this Agreement is over $5,000, the ENGINEER shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

ARTICLE 27. CONFIDENTIALITY OF DATA.

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which are designated confidential by the COUNTY and made available to the ENGINEER in order to carry out this Agreement, shall be protected by the ENGINEER from unauthorized use and disclosure, and shall not be made available to any individual or organization by the ENGINEER without the prior written approval of the COUNTY.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to this Agreement, shall not authorize the ENGINEER to further disclose such information, or disseminate the same on any other occasion.

C. All information related to the construction estimate is confidential, and shall not be disclosed by the ENGINEER to any entity other than the COUNTY.

ARTICLE 28. RESTRICTIVE COVENANT. The ENGINEER agrees that it will not, during the continuance of this Agreement, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until the COUNTY waives this restriction.

ARTICLE 29. QUALITY CONTROL AND QUALITY ASSURANCE. The ENGINEER shall provide a description of its Quality Control procedure. The process shall be implemented for all facets of Work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

ARTICLE 30. <u>CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR.</u>

A. If claims are filed against the COUNTY by the COUNTY's construction contractor or any other third party that relates in any way to any subject, plans, designs, or other Work within the ENGINEER's Scope of Work under this Agreement, and additional information or assistance from the ENGINEER's personnel is requested by the COUNTY in order to evaluate or defend against such claims, the ENGINEER agrees to cooperate with and provide timely response to any reasonable requests for information submitted to the ENGINEER by the COUNTY relating to such claims. To the extent the information requested by the COUNTY only seeks documents or other factual information relating to Work performed by the ENGINEER, the ENGINEER will only be compensated for any clerical costs associated with providing the COUNTY the requested documents or factual information.

B. The ENGINEER's personnel that the COUNTY considers essential to assist in defending against such claims will be made available for consultation with the COUNTY upon reasonable notice from the COUNTY. In the event the expert opinions of the ENGINEER's personnel is sought by the COUNTY through such consultation or through testimony, and only in such event, such consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the ENGINEER's personnel services under this Agreement. In the event the testimonies of any of the ENGINEER's personnel are sought by another party, the ENGINEER reserves the right to charge other party a different rate for deposition or trial testimony.

C. Services of the ENGINEER's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this agreement in order to finally resolve the claims.

D. Any subcontract entered into by the ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

ARTICLE 31. CONFLICT OF INTEREST.

A. The ENGINEER shall disclose any financial, business, or other relationship with the COUNTY that may be affected by the outcome of this Agreement, or any ensuing COUNTY construction project. The ENGINEER shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing COUNTY construction project, which will follow.

B. The ENGINEER hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

C. Any subcontract entered into by the ENGINEER relating to this Agreement, shall bind the subcontractor to all of the provisions of this Article by incorporating the provisions of this Article in any such subcontract, and substituting the name of the subcontractor in place of the word "ENGINEER" where it appears in this Article.

D. The ENGINEER hereby certifies that neither the ENGINEER, nor any firm affiliated with the ENGINEER will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of one or more of the same persons through joint-ownership, or otherwise.

E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, and this Agreement shall become effective on the date shown signed by the County of San Luis Obispo.

COUNTY OF SAN LUIS OBISPO

By: _____ Date: _____

Chairperson of the Board
County of San Luis Obispo
State of California

ATTEST:

By: _____ Date: _____

County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California

ENGINEER

By: _____ Date: Sept. 30, 2014

Name: Martin R. Inouye

Title: Senior Vice President

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
County Counsel

By: _____ Date: 10/2/14

Deputy County Counsel

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2.4 - Obtain AutoCAD Digital Image (Mapping) Files.

Omni-Means will obtain from the County available mapping of the study area in digital format. These files will be used to create base mapping for presentation purposes of analyses, findings and improvement recommendations.

Task 3 - Existing Conditions and Deficiencies

A key element in a nexus fee analysis, under Government Code 66000 (AB 1600), is an existing conditions evaluation to determine existing circulation deficiencies. The law is clear that it is not lawful to charge or in any way, hold responsible new development for the correction of existing deficiencies that is creating traffic congestion (unacceptable Levels of Service - LOS). This task is to evaluate existing traffic conditions, both on an average daily and peak hour basis, to determine existing transportation deficiencies along the subject travel corridors. For locations that have existing Level of Service deficiencies, improvements that will mitigate such conditions will be identified and their associated costs..

3.1 - Conduct Level of Service Analysis.

Omni-Means will conduct Level of Service analysis at all critical locations using the traffic count data obtained in Task 2.2. Those locations that do not currently meet County of San Luis Obispo Level of Service Standards will be identified as existing deficiencies requiring improvements. Omni-Means will develop Synchro and SimTraffic models for LOS analysis and to aid in public presentations.

3.2 - Identify Mitigation Improvements and their Associated Costs.

For those locations identified as deficient, Omni-Means will identify cost effective mitigation measures and prepare preliminary opinions of cost for the improvements.

Deliverable:

- *Existing Conditions Analysis and Deficiencies*

Task 4 - Traffic Model Development and Circulation Plan Update

4.1 - Develop Traffic Models.

An Avila area traffic model will be redone using CUBE 6 modeling software to provide the basis for both existing and future traffic volume forecasts. Close coordination will be maintained with San Luis Obispo County Planning and Public Works Departments to insure that the models are acceptable. In addition, as directed, Omni-Means will also keep Caltrans and San Luis Obispo Council of Governments (SLOCOG) informed of our efforts as it relates to their attempts to create a new Countywide regional traffic model for San Luis Obispo County.

The following work tasks are required to develop the Avila area traffic model.

4.1.1 Refine and Validate Existing and Proposed Future Roadway Data.

Existing and future roadway system information as obtained in Task 2 will be refined, validated and documented to form the basis for the traffic model roadway network. The refined network will be updated with the assistance of GIS software.

4.1.2 Obtain Existing and Future Land Use Data.

Existing and future land use data will be obtained and validated from the County Planning Department and other appropriate agencies to update the current traffic model. This data will be divided into separate categories for use in determining land use trip generation characteristics. Omni-Means will work closely with County staff in using the existing General Plan Land Use Element to validate the current Build-out land use data. Omni-Means will also review the current Traffic Analysis Zone (TAZ) structure to assure that both the existing and future land uses will reasonably generate and load trips on to the street system in a realistic manner.

As understood, in addition to the current Land Use Plan, up to three (3) additional Build-out Land Use scenario will be analyzed based on proposed modifications to the General Plan. Omni-Means, as directed, will consider proposed land use modifications and/or increased land use densities than current levels in the General Plan. Omni-Means will include an assessment of the future traffic conditions associated with the alternatives, their mitiga-

tion requirements and resulting fee update differences with such changes.

4.1.3 Prepare and Calibrate Existing Conditions Traffic Models.

Based upon the previous tasks, a CUBE 6 will be prepared to simulate daily and non-directional peak hour traffic conditions. The traffic model's roadway network will include all significant existing roadway facilities. The existing land use data will be divided into an appropriate number of Traffic Area Zones (TAZ's). These zones will be connected to the network to realistically simulate vehicular traffic loading and the traffic model will be run.

Based upon the existing traffic volume counts obtained in Task 2, the Existing Conditions Traffic Model will be calibrated to match these volumes. The accuracy of these calibrations will match the standards set forth by the County and Caltrans.

4.1.4 Prepare Build Out (BO) Daily and Peak Hour Traffic Projections and Synchro and SimTraffic Evaluations.

Based on the calibrated traffic model created in Subtask 6.1.3, Omni-Means will project build out daily and peak hour (non-directional) traffic projections over the study area transportation network. The existing General Plan Land Use Plan will be used as the basis for determining future build out development conditions. From these daily and peak hour traffic projections, overall circulation capacity needs can be identified and the Circulation Plan and Capital Improvement Program updated.

In addition, as a part of the full evaluation of the updated Circulation Plan, an alternatives analysis will be prepared that will demonstrate consideration of alternative improvements that lead to the Circulation Plan. Incorporation of planned improvement projects and exploration of additional alternatives that will be included in this analysis are as follows:

Projects/Alternatives

1. Avila Beach Drive
   - US 101 to San Luis Bay Drive
   - San Luis Bay Drive to San Miguel Street
   - San Miguel Street to Port San Luis
2. Additional Access to Avila
   - Cave Landing Road
   - Wild Cherry Canyon
3. Highway 101
   - North of San Luis Bay Drive
   - San Luis Bay Drive to Avila Beach Drive
   - South of Avila Beach Drive
4. Monte Road
5. Ontario Road
6. Palisades Road
7. San Luis Street
8. San Luis Bay Drive
   - US 101 to Blue Heron Drive
   - Blue Heron Drive to Avila Beach Drive
9. See Canyon Road
10. Squire Canyon Road
11. Intersection of San Luis Bay Drive at Avila Beach Drive

As needed, other additional runs may be performed to analyze other capacity issues identified by the model.

Upon incorporating and testing the above circulation changes, Omni-Means will develop a Capital Improvements Program (CIP) that incorporates projects to improvement Build-out capacity of both road segments and intersections based on the following criteria:

- Maintain a LOS C in rural areas
- Maintain a LOS D in urban areas

All assumptions and analyses will be closely coordinated with County staff.

From these traffic model projections and evaluations, the scope and timing of needed capital improvements to accommodate growth will be identified.

Deliverable:

- *Road Networks/TAZ Networks*
- *Calibrated Existing Conditions Model and Capacity Analysis*
- *Build-out Conditions Model and Capacity Analysis*
- *Alternate Build-out Model and Analyses*

Task 5 - Capital Improvement Program and Impact Fee Update

5.1 - Capital Improvement Program (CIP).

Preparing a capital improvements program (CIP) is critical to the successful implementation of these roadway improvements. Omni-Means will review the existing 2013 project cost estimates for the entire plan area, including the anticipated threshold of need and timing. Omni-Means will then determine if any additional capital projects are needed for the Circulation Plan or if any current capital project are no longer needed with a lower build-out of land uses. County will develop any new cost estimates for newly identified capital improvement projects and update the cost estimates for all existing capital projects in the CIP.

Omni-Means will then work with the County to identify additional funding sources available to implement the goals of the plan, considering both public and private sources. Once potentially available funding has been identified, the overall economics and feasibility of funding the required facilities with the available resources will be determined with recommended financing options. Omni-Means will investigate any available reasonable options for both traditional and alternative financing that could be available to the community, County or developers for financing projects identified in the proposed Capital Improvement Program.

5.2 - Traffic Impact Fee Update

Based on the findings in the CIP, Omni-Means will update the County's current Traffic Impact Fee for the Avila area. This fee will be consistent with the nexus requirements of AB 1600 and consider available public funding from State and Federal agencies.

Task 6 - Circulation Study Update

6.1 - Draft Circulation Study Update Report.

Omni-Means will compile the information presented as Deliverable Milestones, along with all appropriate revisions obtained as a part of the County's review and prepare a comprehensive Circulation Plan that fully documents the entire Circulation Plan Update process. Included in the Circulation Plan will not only incorporate street improvement recommendations, but Bicycle, Pedestrian, Public Transit improvements and Transportation Demand Management Strategies as well. The draft report will be submitted to County staff and AVAC for their review and comment.

Deliverable:

- *Draft Report*

6.2 - Final Circulation Study Update Report.

Following the County and SCAC review, the draft the Circulation Study Update Report will be finalized. All model inputs, final model runs and technical analysis will be provided in a supporting standalone Technical Appendix.

Deliverable:

- *Final Report (20 bound copies; 1 PDF)*

6.3 - User Guide.

In addition to the preparation of the Circulation Study Update Report, Omni-Means will also prepare a step by step Users Guide that will allow County staff to make simple changes to the roadway network and land use files to test alternatives for development and/or circulation improvements within the South County area.

This Work Program has been created to update the Avila area traffic model using CUBE 6 software and to update the existing Traffic Impact Fee. Upon update of this daily traffic model, Omni-Means will then use the traffic model to identify needed circulation improvements and to update the area's traffic impact fee consistent with AB 1600 guidelines.

Task 1 - Project Coordination, Management And Meetings

Omni-Means will perform the following project management services:

- Supervise, coordinate and monitor progress of the study for conformance with County and State standards.
- Prepare and maintain a master schedule.
- Prepare a Background Memorandum and Traffic Model Documentation Report that fully documents the technical development process and provides a "User Friendly" guide for the use and update of the traffic model.
- Prepare and provide Staff Training in the use of the traffic model.
- Prepare progress reports and invoices. At the end of each month, Omni-Means will provide the County's Project Manager with a detailed report on the progress of the work, update the schedule, and invoice for the previous month's work.

1.1 - General/Technical Meetings and Conference Calls.

Omni-Means will attend two (2) meetings with County staff and other stakeholders identified by County staff. In addition, to maintain close coordination, Omni-Means will also hold five (5) formal conference calls to discuss project status and deliverables and less formal calls to assure coordinated and efficient study progress.

1.2 - Traffic and Circulation Committee (TCC) Meetings and Presentation before the Board of Supervisors.

Recognizing that this traffic circulation study and fee update will concern the local citizens, input would be helpful in involving and gaining support for the update of both the study and the traffic impact fee. Omni-Means, with County staff involvement, will make a kick off presentation to the Traffic and Circulation Committee (TCC) to receive their input on study concerns and expectations. Then, toward to the completion of the study, Omni-Means will review with the TCC findings and draft recommendations that will be a part of a Draft Report. Their comments will then be appropriately incorporated into the Draft Report, which will then be presented before the Board of Supervisors.

Task 2 - Data Collection

The following information and data will be collected within the Avila area to establish and fully define the transportation baseline of circulation network and travel characteristics.

2.1 - Review Existing Traffic Model, Circulation Plan/Element and other Transportation Reports and Related Data.

Omni-Means will review the previous traffic model that was created for the Avila area and will become familiar with not only the traffic model but the previous Circulation Plan as well. If there are any other related planning and engineering studies, reports and documents, Omni-Means will obtain to achieve a strong background of knowledge concerning the Avila area circulation system.

2.2 - Traffic Counts.

Existing daily and peak hour traffic counts will be obtained from both the County and Caltrans. In addition, Omni-Means will have collected 7-day count data at up to 14 locations and up to 12 AM and PM peak hour intersection turning movement counts as identified by the County. For the peak hours, in addition to the 10 peak hour intersection counts previously conducted, 2 more locations have been requested by the County for this study. Metro Traffic, our sub-consultant will conduct all of the traffic counts and for Avila, have them conducted simultaneously on an agreed upon day and week. All of this count data will then be used for calibration of the traffic model.

2.3 - Transportation Corridor Data.

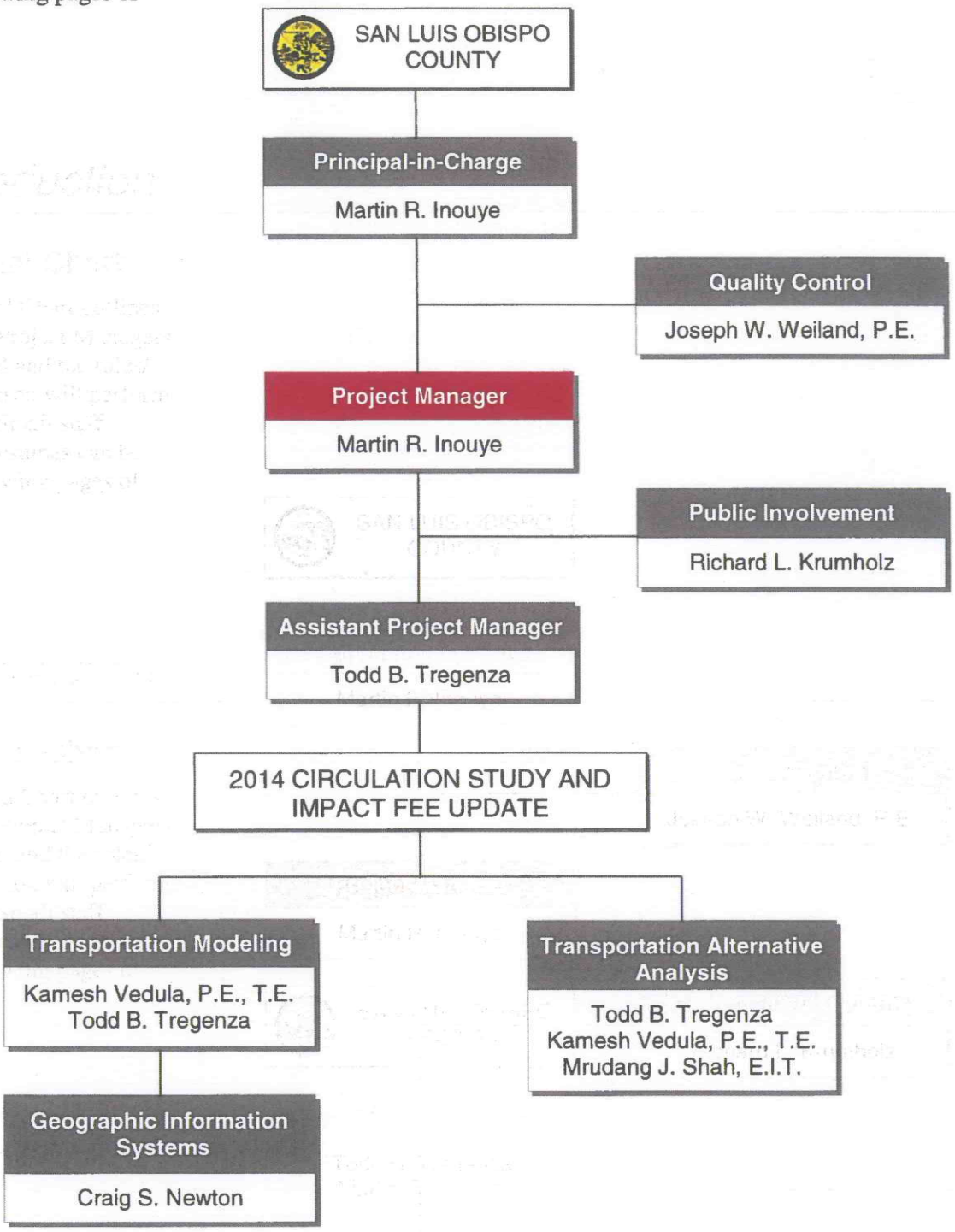
Available transportation corridor data will be obtained from all available sources, including the County and Caltrans files. This information would include:

- Right-of-way widths
- Pavement width
- Travel Lanes
- Travel speed (85% or posted speed)
- Grades
- Planned Improvement Projects

Schedule/Budget

Exhibit B

Task Description	Principal $225	Project Manager $138	Traffic Modeler $167	Design Engineer $198	Traffic Engineer $99	Clerical $71	Outside Services/ Purchases	Hours	Totals
PROJECT COORDINATION, MANAGEMENT AND MEETINGS.									
Project Management	4	12						16	**$2,556**
General/Technical Meetings/Conf. Calls	4	16					$400	20	**$3,508**
Traffic and Circulation Committee Meetings/Board Meeting (3 Meetings)	10	16					$400	26	**$4,858**
DATA COLLECTION.								0	**$0**
Review Existing Circulation Element / Transportation Reports and Related Data.	1	2						3	**$501**
Traffic Counts.	1	1			2		$4,785	4	**$5,346**
Transportation Corridor Data.		4			8			12	**$1,344**
Obtain Aerial Photo Digital Image Files.		1			6			7	**$732**
EXISTING CONDITIONS AND DEFICIENCIES									
Conduct Level of Service Analysis	1	4			16			21	**$2,361**
Identify Mitigation Improvements	2	8			16			26	**$3,138**
TRAFFIC MODEL DEVELOPMENT.								0	**$0**
Refine Existing and Proposed Future Roadway Data.	2	4	8		12			26	**$3,526**
Obtain Existing and Future Land Use Data..	2	4	8		12			26	**$3,526**
Prepare and Calibrate Existing Conditions Traffic Model.	6	8	32		40			86	**$11,758**
Prepare BO Traffic Projections/Alternatives,including Synchro/SimTraffic Evaluations.	4	16	14		32			66	**$8,614**
CAPITAL IMPROVEMENT PROGRAM AND IMPACT FEE UPDATE									
Captial Improvement Program	4	13						17	**$2,694**
Traffic Impact Fee Update	4	20			24			48	**$6,036**
CIRCULATION STUDY UPDATE									
Draft Traffic Circulation Study Report	4	12	8	4	20	6	$400	54	**$7,490**
Final Traffic Circulation Study Report	3	6			4	4	$200	17	**$2,383**
Prepare User Guide	1	2	8			2		13	**$1,979**
Subtotal	**53**	**149**	**78**	**4**	**192**	**12**		**488**	
	$11,925	**$20,562**	**$13,026**	**$792**	**$19,008**	**$852**	**$6,185**		**$72,350**

Organizational Chart

The Organizational Chart outlines who will be your Project Managers and Key Personnel and the roles/ functions each person will perform on your projects. Small staff descriptions and resumes can be found on the following pages of this SOQ.