

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works *[Signature]*

BOARD AGENDA # *C-2

Urgent Routine *[Signature]*

AGENDA DATE December 13, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Consulting Contract to Minagar & Associates, Inc. for Traffic Engineering Services for the Traffic Operations Model Project and Approval of the use of Public Facilities Fees

STAFF RECOMMENDATIONS:

1. Award a Consulting Contract to Minagar & Associates, Inc. for Traffic Engineering services for the Traffic Operations Model Project.
2. Authorize the Director of Public Works to execute a contract with Minagar & Associates, Inc. in the amount not to exceed \$173,334, and to sign necessary documents, including any amendments to the Agreement not to exceed 10%.
3. Authorize the use of Public Facilities Fees not to exceed \$173,334 for the Traffic Operations Model Project.
(Continued on Page 2)

FISCAL IMPACT:

At this time, \$173,334 is needed for initial traffic engineering services for the Traffic Operations Model Project. These services will be funded 100% by Public Facilities Administration Fees (PFF). The balance in the PFF Administration fund is approximately \$672,000 as of November 17, 2011.

The proposal included an option for up to four (4) biannual updates, at a not to exceed of \$84,400 per update. These are optional and their timing will be based on future growth and traffic patterns. While the Public Facilities Fee committee was supportive of these costs, they requested that (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-741

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, De Martini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

[Signature: Christine Ferraro]

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

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STAFF RECOMMENDATIONS (Continued):

4. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT (continued):

a separate funding request be submitted at the time of the updates.

DISCUSSION:

The Traffic Operations Model Project proposes to prioritize transportation improvement projects for inclusion in the Public Facility Fee (PFF) Program and the Capital Improvement Program. The prioritization will optimize the roadway network and ensure the effective and efficient use of public funds.

The project proposes to inspect and analyze existing conditions, retime traffic signals, and prioritize improvement projects on roadways and at intersections throughout the county. Routes included in this project are not all on the current PFF network; however, it is important to recognize the potential of roadways for future PFF programmability.

The report will also identify existing deficiencies in the network to ensure that future PFF funding is not spent on existing deficiencies in roadway operations.

The purpose of the project is to identify future PFF routes, and identify and prioritize PFF improvement projects in the Capital Improvement Plan by:

- Improving regional network circulation;
- Relieving future traffic congestion;
- Reducing traffic delay;
- Accommodating future traffic;
- Enhancing traffic safety; and
- Promoting non-motorized modes of transportation.

On June 10, 2011, Public Works staff sent Request for Proposals (RFP) to all firms on the County's right-of-way consultant list. The RFP was also posted on the Modesto Reprographics Website.

Consultants were required to include in their proposals the following:

- List of key personnel assigned to the contract;
- List of recently completed projects showing past performances and abilities of the proposed team;
- Understanding of the work to be performed;

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- Project Schedule; and
- Fee Schedule.

On June 29, 2011, Public Works staff received two proposals. The proposals were evaluated on their understanding of the work to be performed, experience with similar projects, qualifications and availability of staff, project schedule, demonstration of professional and financial responsibility and references. The proposals were scored by Public Works staff based on these criteria, and the highest ranked firm was selected for the work. Below is a list of the rankings.

1. Minagar & Associates, Inc.
2. TJKM Transportation Consultants

In general, Minagar & Associates, Inc. proposes to perform the following work:

- Collection of traffic data;
- Simulate and optimize the network;
- Conduct before and after field studies to evaluate effectiveness;
- Perform a traffic signal warrant assessment on unsignalized intersections;
- Analyze existing queue lengths for left and right turn movements;
- Identify capacity deficiencies;
- Develop a list of capital improvements projects and recommended operational changes; and
- Create a report discussing before and after studies and present this report to the County Board of Supervisors for their endorsement.

On September 15, 2011, Public Works staff requested 100% funding from the PFF Committee for the cost of this project. The committee concurred that this project was a legitimate use of PFF Administration funds, but requested that a separate funding request be submitted at the time of each biannual updates. The committee concurred with the request of \$173,334 for the initial Traffic Operations Model Project. The updates will be contracted on separate agreements at the time of the update.

Updates to the Traffic Operations Model will be needed to keep the report valid as growth occurs and traffic patterns shift. In the absence of periodic updates, the report becomes invalid and a new report would need to be completed. The submitted proposal addresses this issue with biannual updates. Public Works staff will determine if an update is needed prior to each biannual period. Population and commercial/industrial growth will be the major determining factor for the necessity of the updates. If growth is minimal, an update will not be necessary. If growth increases, an update will be needed. As PFF funds growth impacts, the cost of the updates will be partially or fully mitigated through the collection of PFF-Administration fees.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, and A Well Planned Infrastructure System by providing the Public Works Depart-

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ment with access to traffic engineering services to assist with the development and delivery of various transportation projects in Stanislaus County.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

AM/sn

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COPY

STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT
Traffic Operations Simulation Model
Project No. 9293

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Minagar & Associates, Inc., hereinafter referred to as "Consultant".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and

its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at 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.

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed One Hundred Seventy-Three Thousand Three Hundred Thirty-Four Dollars (\$173,334). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress

the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum

amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance and Workers Compensation insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be

declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist

the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

6.5. The foregoing provisions shall survive the term and termination of this Agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Fred Minagar, President
- b. Lead/Manager: N/A

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County Department of Public Works
Attn: Linda Allsop, Contracts Administrator
1716 Morgan Road
Modesto, California 95358

If to Consultant:

Minagar & Associates, Inc.
Attn: Fred Minagar, President
18662 MacArthur Blvd., Ste. 435
Airport Business Center
Irvine, California 92612

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State

Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided, unless such disclosure is required by law.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good

faith negotiations.


7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

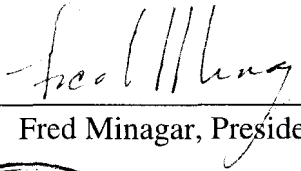
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

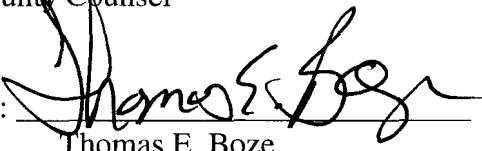
COUNTY OF STANISLAUS

MINAGAR & ASSOCIATES, INC.

By: 
Matt Machado, Director
Department of Public Works

By: 
Fred Minagar, President

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



Board Resolution No. 2011-741

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL



STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

NOTICE OF REQUEST FOR PROPOSALS

**TRAFFIC OPERATIONS SIMULATION MODEL
COUNTY PROJECT NO. 9293**

Stanislaus County Department of Public Works is requesting proposals from qualified consultants to provide Traffic Operations Planning and Engineering services for the Traffic Operations Simulation Model Project for signalized and unsignalized intersections along selected critical routes (as shown on Exhibits A & B). The County is seeking consultants who are able to perform and coordinate all of these tasks.

The County has established an Underutilized Disadvantaged Business Enterprise (UDBE) goal of 3.1 percent for this project. Information regarding UDBE can be found in the attached "Notice to Proposers Disadvantaged Business Enterprise Information," of this Request for Proposal (RFP).

A copy of this Request for Proposal is available for viewing on the Modesto Reprographics website at www.modestoplanroom.com. Paper copies can be purchased by calling Modesto Reprographics at (209) 544-2400.

All questions must be submitted in writing. Please send all questions regarding this RFP in writing via email to Andrew Malizia at andrew.malizia@stancounty.com or fax to (209) 541-2509. The deadline to submit questions is 5:00 p.m. on Wednesday, June 29, 2011. Addendums, if necessary, will be posted on the Modesto Reprographics website. The last day an addendum will be issued is 5:00 p.m. on Friday, July 1, 2011.

Proposals must be submitted at or before 5:00 p.m. on Thursday, July 7, 2011.

Proposals shall be delivered in person or by mail to the following address:

Stanislaus County
Department of Public Works
Attention: Andrew Malizia, PE
1716 Morgan Road
Modesto, CA 95358

PROJECT DESCRIPTION:

The primary objective of the project is to identify capital improvements such as widening

roadways and intersections, updated traffic controls, signal re-timings, channelization, addition of lane(s), and sign and striping enhancements. Some of the specific tasks involved are as follows:

SCOPE OF WORK:

- Task 1- Collect required traffic data such as intersection traffic control, geometrics, turning movement counts, collision history, phasing, intersection lane configuration data, network data, signal timing data, capacity parameters, pedestrian counts where appropriate, and existing posted speed limit data. The scope is to include up to seventy-five (75) signalized and unsignalized intersections as well as an additional five (5) special time of day locations to be determined (Near schools, heavy retail, or high collision history, etc..., but not necessarily on specified routes).
- Task 2- Complete “Before” field travel-delay-study and simulation runs using SYNCHRO (Version 7.0 or later) software to evaluate Measures of Effectiveness (MOE) parameters.
- Task 3- Optimize the network runs using SYNCHRO. Create at least four (4) time periods for AM, MIDDAY, PM and Off-peak Hours (free operation).
- Task 4- Simulate and optimize network and fine-tune the optimization in the field.
- Task 5- Convert all optimized timing plans for input to Type 170 traffic controller format using BiTrans 233 software format. Provide four (4) sets of timing plans for each intersection, AM, MIDDAY, PM and Off-peak periods.
- Task 6- Create timing plans for R/R pre-emption using the latest Federal and Caltrans guidelines at affected intersections.
- Task 7- Conduct “After” field studies to evaluate Measures of Effectiveness (MOE) parameters.
- Task 8- Review pedestrian clearance timing, per MUTCD (Manual of Uniform Traffic Control Devices).
- Task 9- Coordinate with Caltrans and adjoining affected Municipalities for guidance and approval of any proposed changes.
- Task 10- Perform a Traffic Signal Warrant Assessment for every unsignalized intersection within the project scope (not to exceed sixty intersections.) The 2010 California Supplement of MUTCD to be used.
- Task 11- Perform a Protected and/or Protected/Permissive Left Turn Signal Warrant Assessment for the existing signalized intersections with no exclusive left turn phases. The 2010 California Supplement of MUTCD to be used.
- Task 12- Analyze the existing queue lengths for left and right turn movements at each of the existing signalized as well as unsignalized intersections within the project scope. Prepare recommendations for potential extension of the corresponding turn bays.

Task 13- Identify any capacity deficiencies (i.e., adding auxiliary, left, thru and/or right turn lanes) at any of the analyzed signalized and unsignalized intersections within the project scope. Identify if deficiencies are existing conditions or future conditions (20 year)

Task 14- Develop a list of Capital Improvement Projects, Low Cost Improvement Projects and recommended Operational Changes with simulation and compare before and after scenarios with MOEs. This information should discuss LOS, reduction in Delays, Air Pollutants and Order of Magnitude Costs.

Task 15- Create a project report discussing “Before” and “After” studies, fuel savings, travel time reductions, pollution reduction, and cost effectiveness of the project. Consultant shall present this report to the County Board of Supervisors for their endorsement.

Task 16- Provide all SYNCHRO files in digital format to the county on flash memory or DVD media.

OPTIONAL- Make recommendations for additional services that your firm believes would be beneficial to this proposal. Make any additional scope recommendations in the proposal and quantify the additional tasks in the fee proposal.

PROPOSAL REQUIREMENTS:

Three copies of your proposal must be submitted to the County. Please include with the proposal, in a **SEPARATE, SEALED ENVELOPE**, your fee proposal. The fee proposal must separate the project into functional tasks and provide the associated fees (not to exceed amount) that define the work to be accomplished. Sub-consultant fees must be clearly indicated (if applicable). A sample fee proposal is attached for reference.

The successful firm shall be required to enter into a Professional Design Services Agreement with Stanislaus County for the work to be performed. A sample design services agreement is included with this Request for Proposal. The consultant shall state in the submitted proposal that the firm has reviewed the Sample Professional Design Services Agreement and will meet all of the terms and conditions if selected by the County for the requested services.

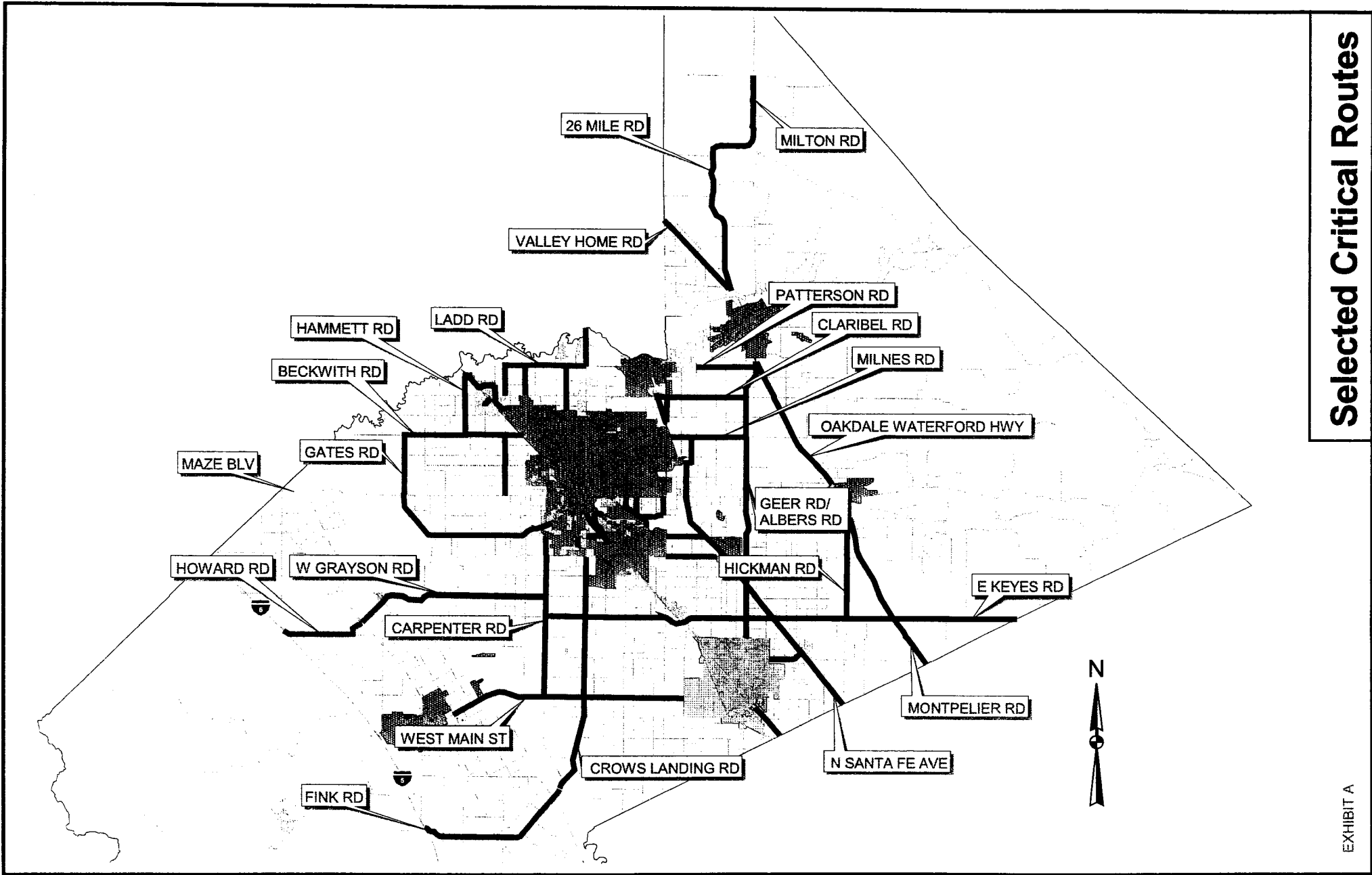
The proposals will be evaluated, at a minimum, based on the following:

1. Understanding of the Work to be Performed
2. Experience with Similar Projects
3. Qualification and Availability of Staff
4. Project Schedule
5. Demonstration of Professional and Financial Responsibility
6. References

The proposals will be reviewed shortly after the closing date for submittal of proposals. Those firms believed to be the most qualified, based on their proposal, may be subject to an interview.

ATTACHMENTS:

1. Exhibit A: Selected Routes Map
2. Exhibit B: Selected Routes List
3. Notice to Proposers Disadvantaged Business Enterprise Information
4. Exhibit 10-O1 & 10-O2
5. Sample Fee Proposal
6. Sample Design Services Agreement



Selected Critical Routes

Selected Critical Routes for Traffic Operations Evaluation

Road	From	To
26 Mile Road	State Hwy 120	Milton Road
7th Street	Morgan Road	Crows Landing Road
9th Street	Tuolumne River	Hwy 99 Ramps
Albers Road	Oakdale Waterford Hwy	Yosemite Avenue (State Rte 132)
Beckwith Road	Gates Road	Hwy 99
Broadway Avenue	Hwy 99	Covert Road
Bystrum Road	Latimer Road	Joyce Avenue
Carpenter Road	Maze Blvd (State Rte 132)	West Main Avenue
Church Street	Yosemite (State Rte 132)	Milnes Road
Claribel Road	Litt Road	Albers Road
Claus Road	Terminal Avenue	Claribel Road
Crows Landing Road	Whitmore Avenue	Hwy 33
Dakota Avenue	Beckwith Road	Maze Blvd (SR 132)
Dale Road	Ladd Road	Kiernan (State Rte 219)
Dallas St	Alpine Avenue	Imperial Avenue
Finch Road	Gardner Road	Mitchell Road
Fink Road	State Hwy 33	Interstate 5
Gardner Road	Yosemite (State Rte 132)	Finch Road
Gates Road	Beckwith Road	Maze Blvd (SR 132)
Geer Road	Yosemite (State Rte 132)	Taylor Road
Golden State Blvd	Merced County Line	City of Turlock (1,110' s/o East F Street)
Grayson Road/Howard Road	Carpenter Road	Interstate 5
Hammett Road	Hwy 99	Beckwith Road
Hatch Road	City of Ceres	Santa Fe Avenue
Hatch Road	Carpenter Road	Hwy 99
Hickman Road	Keyes Road	Tuolumne River
Joyce Avenue	Bystrum Road	Herndon Ave
Keyes Road	Carpenter Road	Merced County Line
Ladd Road	McHenry Avenue	Stoddard Road
McHenry Avenue	Ladd Road	Stanislaus River (SJ County Line)
Milnes Road	Terminal Avenue	Geer Road
Milton Road	26 Mile Road	State Hwy 4
Mitchell Road	River Road	Yosemite Avenue (State Rte 132)
Monte Vista Avenue	Berkeley Road	Santa Fe Avenue
Montpelier Road	Lake Road	Keyes Road
Morgan Road	7th Street	Oates Court
Oakdale Waterford Hwy	City of Waterford (1,900' s/o El Pomar Ave)	Albers Road
Paradise Road	Carpenter Road	Maze Blvd (SR 132)
Patterson Road	Langworth Ave	Albers Road
Pirrone Road	Hammett Road	Sisk Road
River Road	400' e/o Avon Street	9th Street
Riverside Drive	Yosemite (State Rte 132)	Mitchell Road
Santa Fe Avenue	Merced County Line	Yosemite Avenue (State Rte 132)
Sisk Road	Pirrone Road	Pelandale Ave
Stoddard Road	Ladd Road	Kiernan (State Rte 219)
Terminal Avenue	Claus Road	Davis Avenue
Tully Road	Ladd Road	Pelandale Ave
Valley Home Road	SJ County Line	State Hwy 120
West Main Ave/Las Palmas Ave	Washington Road	Sycamore Ave
Whitmore Avenue	Faith Home Road	City of Hughson (1,300' e/o Mountain View Rd)



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.525.4120

Email: publicworks@stancounty.com
www.stancounty.com/publicworks

**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

The County of Stanislaus has established an Annual Anticipated DBE Participation Level (AADPL) of 3.6% with a Underutilized DBE goal of 3.1% (race conscious) and a DBE Goal of 0.5% (race neutral) for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate

on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Proposer UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 - 2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.

3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
 - E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
 - F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.
 - G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access

D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any Supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**INSTRUCTIONS – LOCAL AGENCY PROPOSER UDBE COMMITMENT
(CONSULTANT CONTRACTS)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer’s responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) African Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Women. This information must be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive.

A “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer’s Name, and Contract UDBE Goal.

The form has a column for the Work Item Number and Description or Services to be subcontracted to UDBEs (or performed if the proposer is a UDBE). The UDBE prime contractors shall indicate all work to be performed by UDBEs including work to be performed by its own forces, if a UDBE. The UDBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter UDBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are due and include UDBE address and phone number).

There is a column for the percent participation of each UDBE. Enter the Total Claimed UDBE Participation percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See “Notice to Proposers Disadvantaged Business Enterprise Information,” (Exhibit 10-I) to determine how to count the participation of UDBE firms. **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer’s good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-01 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.

For the Successful Proposer only, local agencies should complete the Proposal Number, Federal-aid Project Number, Federal Share, and Proposal Date fields and verify that all information is complete and accurate before filing.

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

Enter the Total Claimed DBE Participation dollar amount of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe exact portion of time to be performed by the DBE.) See "Notice to Proposers Disadvantaged Business Enterprise Information," (Exhibit 10-1) to determine how to count the participation of DBE firms.

Exhibit 10-02 must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the deobligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

Exhibit 10-P Nonlobbying Certification For Federal-Aid Contracts

The prospective participant certifies by signing and submitting this proposal/bid to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

SAMPLE FEE PROPOSAL

TASK	ESTIMATED HOURS							TOTAL HOURS
	Principal	Project Manager	Office Staff I	Office Technician I	Office Technician II	Office Assistant II	Administrative	
Task 01	5	0	0	0	15	7	2	29
Task 02	6		5		12	6	2	31
Task 03	2	20	10	24	0	0	2	58
Task 04	4	20	10	24	0	0	2	60
Task 05	1	0	0	12	0	0	2	15
Total Hours:	18	40	25	60	27	13	10	193
Total Fees:	\$3,060	\$6,000	\$3,750	\$8,100	\$2,430	\$1,170	\$500	\$25,010

Subconsultant A Fixed Fee: \$4,000

Subconsultant B Fixed Fee: \$2,000

TOTAL PROJECT FEES (NOT TO EXCEED): \$31,010

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and _____ hereinafter referred to as "Consultant".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any

SAMPLE

employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at 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.

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed \$_____. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a

party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are

governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any

SAMPLE

and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances cared by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a

United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work.

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Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

6.5. The foregoing provisions shall survive the term and termination of this Agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager:
- b. Lead/Manager:

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or

consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County Department of Public Works
Attn: Linda Allsop, Contracts Administrator
1716 Morgan Road
Modesto, California 95358
(209) 525-4157
Fax: (209) 541-2506

If to Consultant:

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship

exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any

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of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

DESIGN PROFESSIONAL

By: _____
Matt Machado, Director
Department of Public Works

By: _____

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel

SAMPLE

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

SAMPLE

EXHIBIT C

CONSULTANTS FEE SCHEDULE

SAMPLE

EXHIBIT D

PROJECT SCHEDULE



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.541.2509

Email: publicworks@stancounty.com
www.stancounty.com/publicworks

ADDENDUM NO. 1

REQUEST FOR PROPOSALS

**TRAFFIC OPERATIONS SIMULATION MODEL
COUNTY PROJECT NO. 9293**

STANISLAUS COUNTY

DATE: JULY 1, 2011

PROPOSALS DUE: JULY 7, 2011; 5:00 PM

Page 1 of 3

**ADDENDUM NO. 1
REQUEST FOR PROPOSAL FOR
TRAFFIC OPERATIONS SIMULATION MODEL PROJECT
FOR PROPOSALS DUE JULY 7, 2011; 5:00 PM
DATE: JULY 1, 2011**

TO ALL PROPOSERS:

THE FOLLOWING CHANGES AND ADDITIONS ARE HEREBY MADE A PART OF THE REQUEST FOR PROPOSAL DOCUMENTS AND SHALL BE USED IN PREPARATION OF THE STATEMENT OF PROPOSALS SUBMITTED FOR THE WORK. PROPOSER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE PROPOSAL.

RESPONSE TO INQUIRIES

1. *On the second paragraph of the NOTICE OF REQUEST FOR PROPOSALS, it is stated as "(UDBE) goal of 3.1 percent of the project." But then on the first page of the NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION, it is stated as: The County of Stanislaus established an Annual Anticipated DBE Participation Level (AADPL) of 3.6% with and Underutilized DBE goal of 3.1% (race conscious) and a DBE Goal of 0.5% (race neutral) for this Agreement." Please advise which should be used for this RFP?*

RESPONSE: The UDBE goal of 3.1% and DBE goal of 0.5% should both be used for the project. Percent Participation for the UDBE and DBE shall be reported on the Exhibit 10-O1 and Exhibit 10-O2 forms and included with the proposal.

2. *Please clarify that the UDBE and DBE % is mandatory of it is an overall goal for the County that in case that it is not utilized on this particular project, it is not going to exclude a firm from winning the contract as numerous agencies in the State use the latter.*

RESPONSE: The UDBE and DBE % is a goal. Per Section 3 - Submission of UDBE and DBE Information of the Notice to Proposers Disadvantaged Business Enterprise Information included as an attachment to the Notice of RFP:

"In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported."

The DBE and UDBE goal is a requirement for both federally funded projects, as well as all County Projects. This is to encourage proposers to solicit a portion of the project's work with UDBE firms through by hiring them as a subconsultant to complete a portion of the project's work, even if the prime consultant can perform such services. As the prime, you are encouraged to share part of your tasks and/or scope of work with UDBEs firms, in accordance with the UDBE and DBE Information of the Notice to Proposers Disadvantaged Business Enterprise Information. Documentation of adequate good faith efforts for solicitation of a portion of the project's work to a UDBE firm are required if the UDBE goal is not met. If the proposer meets these requirements, you will not be precluded from being awarded a contract with the County.

**ADDENDUM NO. 1
REQUEST FOR PROPOSAL FOR
TRAFFIC OPERATIONS SIMULATION MODEL PROJECT
FOR PROPOSALS DUE JULY 7, 2011; 5:00 PM
DATE: JULY 1, 2011**

3. If the UDBE & DBE is required for this particular solicitation, please provide us with a list of locally approved UDBE/DBE firms that can assist us in the execution of the project.

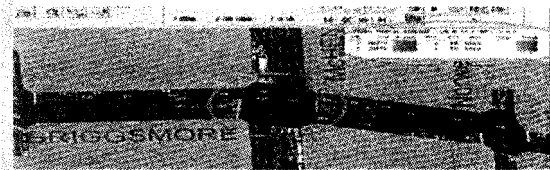
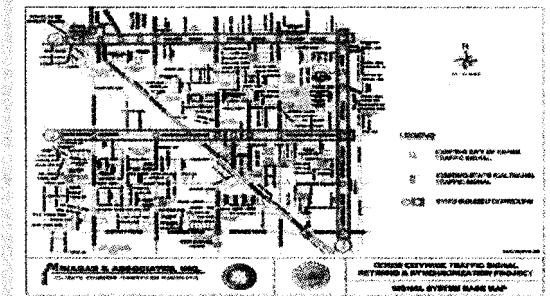
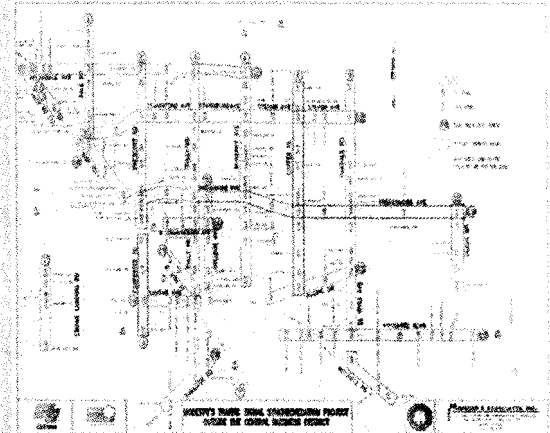
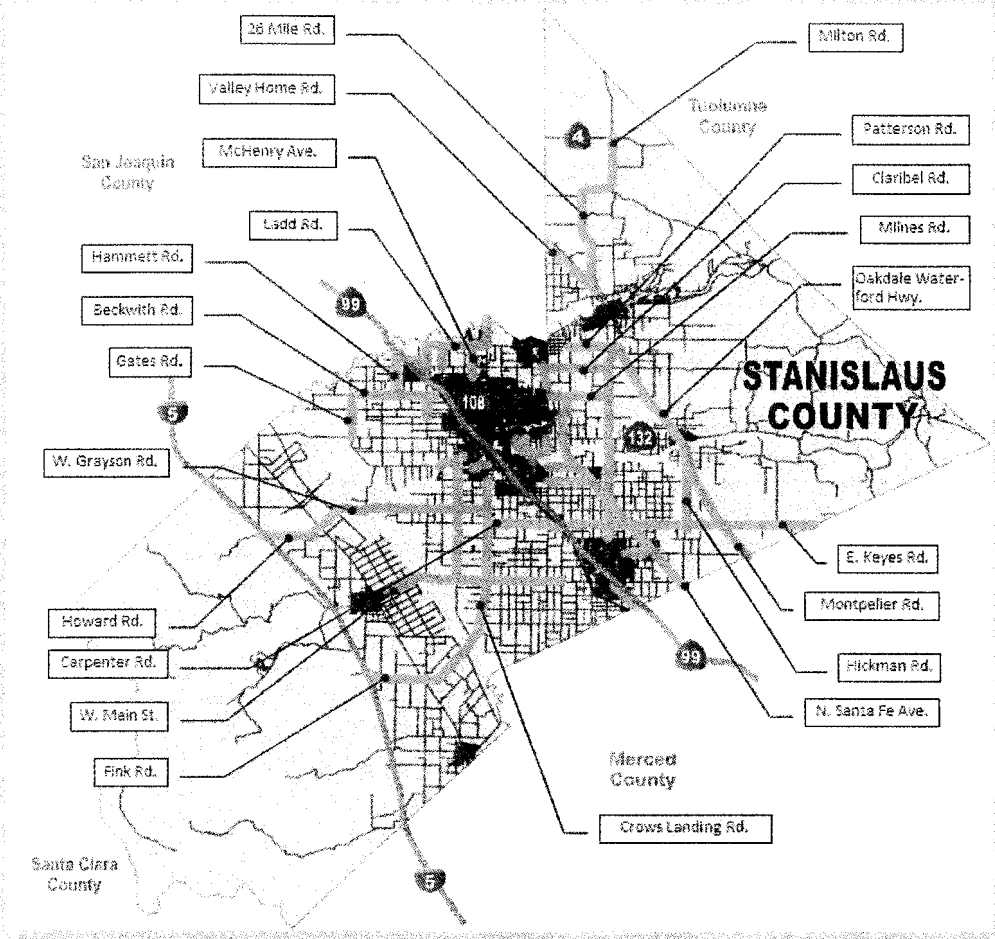
RESPONSE: Please visit http://www.dot.ca.gov/hq/bep/find_certified.htm for more information on DBEs and UDBEs for all types of services that may be applicable to the scope of work. It is not required that the DBE or UDBE be local.

EXHIBIT B

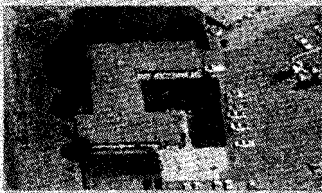
CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

Proposal for TRAFFIC OPERATIONS SIMULATION MODEL

Stanislaus County Department of Public Works - County Project No. 9293



Prepared for:



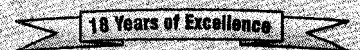
Stanislaus County
Department of Public Works
Traffic Engineering Division
1716 Morgan Road
Modesto, CA 95358



Prepared by:



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Tel: (949)727-3399 • Fax: (949)727-4418
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E-mail: minagarf@minagarinc.com



In Association with:

ADEPT Consulting, Inc.

August 24, 2011

Section 2.1:
Project Understanding and Approach

Functioning at the core of the County of Stanislaus' "A Well-Planned Infrastructure System" for the next twenty (20) years makes this Traffic Operations Simulation Model (TOSM) project important and unique for the residents of Stanislaus County. The TOSM will ultimately provide the County with a tool by which it can effectively identify, prioritize and implement major transportation projects. More importantly, the TOSM will allow the County to and update its annual Capital Improvement Plan (CIP) to reflect ongoing changes as new projects are added, existing projects are modified, and completed projects are deleted from the plan. In essence, this TOSM project will serve as the backbone for the Public Works Department's effort to develop a "regional approach" to the County's transportation circulation.

By combining successful methods of past traffic simulation modeling projects with our local knowledge and the unique aspects of this TOSM,

the Minagar & Associates, Inc. Project Team has tailored an effective work plan that fits the County's CIP programming needs and the needs of the citizens and commuters for this important project. Our baseline approach involves using our existing local knowledge of Stanislaus County, along with our team of traffic engineering and simulation modeling experts, to develop a reliable and working Traffic Operations Simulation Model for the County to use for CIP project planning. For this project to be a success, we

have assembled our team of experts which have successfully completed numerous traffic signal operations simulation, re-timing, synchronization and optimization projects for the Cities of Modesto and Ceres over the last 16 years.

Having created the current working citywide traffic operations simulation models for the Cities of Modesto and Ceres, we are the only team that will utilize its existing resources, expertise and local knowledge to develop the County's TOSM.

In preparation for this project, our team has also already begun to prepare its TOSM computer model on SYNCHRO using the County's



current street network base map. We also recently completed a citywide traffic simulation modeling, signal optimization, synchronization and evaluation project in 2011 which involves all of the tasks outlined in the County's RFP for this TOSM project. Therefore, we believe that our project team does not require any learning curves to complete this project, and is the best qualified firm to deliver the County's TOSM on-time and within budget.

Key approaches to the project address these goals:

1.) Develop a functional and working county-wide simulation model. Our long-time experience with traffic operations simulation modeling has shown that errors and missing gaps in a TOSM network can propagate in various ways which can lead to inaccuracies and excess efforts needed to constantly adjust the traffic simulation model. Our team will avoid such potential issues by implementing our proven system of quality control checks for the data collection and providing constant quality assurance efforts during the computer data entry and data-basing phases.

2.) Maintain flexibility for changes to the County's transportation system.

Due to the longevity of the County's CIP, it is assured that the transportation system will undergo numerous changes over the 20-year CIP lifespan. Our TOSM will provide maximum flexibility to accommodate a range of potential changes to the network, such as updates for roadway widening, signal improvements and interchange additions or modifications.

3.) Deploy a large-scale data collection effort. The relative size of the County limits will require that travel runs and field data collection visits at individual intersections be planned to maximize the amount of data collected during the first phase of the project. Despite having base operations outside of the Stanislaus County vicinity, we have successfully completed 16 major traffic operations and modeling projects with major traffic data collection efforts in Stanislaus County over the last 16 years, and are very familiar with the County's seasonal and time-of-day traffic and transportation conditions.

We propose to successfully implement the County's TOSM in four (4) major steps:

Step 1. Collect and analyze the field data. First, we will obtain approval



Proposal for Traffic Operations Simulation Model

Stanislaus County Department of Public Works

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from the County on the final list of proposed data collection intersections along each route. Our field crews will then conduct an organized, all-inclusive 3-month data collection effort to use in building the baseline TOSM and conducting "existing" conditions operational analyses.

Step 2. Use the collected data in conjunction with our existing local knowledge and project team expertise to build an effective, working county-wide Traffic Operations Simulation Model. Over a second 3-month span, the field data will be organized into various databases to be used for TOSM programming/optimization purposes and the various analysis tasks to identify deficient areas of the County's transportation network.

Step 3. Analyze the traffic model's results to develop a list of feasible capital improvement projects. Upon approval, the final optimized peak hour signal timing plans will be implemented in the County's field controller units.

In tandem with this effort, the project team will also be developing its recommended list of low-cost improvements and CIP projects. This final 2-month span will include final

reporting, as well as "After" field data collection efforts to be used in determining the operational and timing benefits achieved at each intersection, and network as a whole

Step 4. ADDITIONAL TASKS. As an added benefit to the County's TOSM project, we are also proposing to provide additional support tasks following the close-out phase of this TOSM project. Optional tasks include:

- Continued signal timing support and trouble-shooting;
- On-site controller equipment and signal timing training;
- Evaluating feasibility and prioritization of proposed projects for integration into the County's CIP; and
- Providing traffic signal upgrade PS&E items (e.g., cost estimates, conceptual or design plans, and technical specifications to interface improvements with the existing signal system) to substantiate the constructability and funding qualifications of each proposed project.



MINAGAR & ASSOCIATES, INC.



Section 2.2:
Management Plan

Minagar, shall provide the County with the following project management services:

Fred Minagar, MS, RCE, PE, FITE, President of Minagar & Associates, Inc., is our designated Project Manager for this project. Unlike any other firms pursuing this important project for the citizens of Stanislaus County, our Team's resources and work plan will be managed by the President of the company.

Fred shall serve as the County's single point of contact on this project, and will be responsible for key staff members and for coordinating project deliverables with the County. Mr. Minagar shall coordinate the project team on a daily basis, and communicate with the County's Project Manager on a weekly basis to keep County abreast of the progress of the project, as well inform of any potential/unforeseen delays.

Mr. Minagar has engineered, managed and administered over 250 traffic engineering/ transportation planning projects and over 100 ITS projects in 16 states across the United States. In the State of California, he has synchronized, retimed, and coordinated over 1,400 traffic signals in 70 cities. Throughout the duration of the project, our team, led by Mr.



- Meetings. The Team will begin the project with an initial "kickoff meeting" with the County to discuss significant project issues, confirm our understanding of the views and objectives of its staff, and initiate necessary coordination with Caltrans D-10 and/or local agencies. Plausible discussion items will include:
 - Reiterating project objectives;
 - Establishing key delivery dates and timeframes; and
 - Refining project approaches;
 - The Project Team shall utilize the opportunity of the kickoff meeting to conduct initial field investigations and set the foundation with Public Works/Engineering staff for proceeding with the Project.

Our Team is also prepared to attend monthly meetings with Stanislaus County's Project Manager as needed.

- Progress Reports. The Minagar & Associates, Inc. Team shall prepare and present bi-weekly to monthly progress reports to monitor and inform the County of our on-going progress of the project. This includes utilizing the latest available project scheduling software to monitor all individual activities within each task and sub-task leading up to project deliverables.

The selected critical routes for the Traffic Operations Simulation Model (TOSM) project are shown in the following table and Project Map:



Proposal for Traffic Operations Simulation Model
Stanislaus County Department of Public Works
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STANISLAUS COUNTY TOSM "BEFORE & AFTER" TRAFFIC OPERATIONS EVALUATION CORRIDORS

Cor. No.	Corridor	Boundaries
1	26 Mile Road	State Hwy. 120 to Milton Rd.
2	7th Street	Morgan Rd. to Crows Landing Rd.
3	9th Street	Tuolumne River to Hwy. 99 Ramps
4	Albers Road	Oakdale Waterford Hwy. to Yosemite Ave. (State Rte. 132)
5	Beckwith Road	Gates Rd. to Hwy. 99 Ramps
6	Broadway Avenue	Hwy. 99 to Covert Rd.
7	Bystrum Road	Lairmer Rd. to Joyce Ave.
8	Carpenter Road	Hatch Rd. to West Main Ave.
9	Church Street	Yosemite (State Rte. 132) to Milnes Rd.
10	Claribel Road	Litt Rd. to Albers Rd.
11	Crows Landing Road	Whimore Ave. to Hwy. 33
12	Dakota Avenue	Beckwith Rd. to Blue Gum Ave.
13	Daie Road	Ladd Rd. to Kiernan (State Rte. 219)
14	Dallas Street	Alpina Ave. to Imperial Ave.
15	Finch Road	Gardner Rd. to Mitchell Rd.
16	Fink Road	State Hwy. 33 to Interstate 5
17	Gardner Road	Yosemite (State Rte. 132) to Finch Rd.
18	Gates Road	Beckwith Rd. to Maze Blvd. (SR-132)
19	Geer Road	Yosemite (State Rte. 132) to Taylor Rd.
20	Golden State Boulevard	Merced County Line to City of Turlock**
21	Grayson Road/Howard Road	Carpenter Rd. to Interstate 5
22	Hammett Road	Hwy. 99 to Beckwith Rd.
23	Hatch Road	City of Ceres to Santa Fe Ave.
24	Hickman Road	Crows Landing Rd. to Hwy. 99
25	Hickman Road	Keyes Rd. to Tuolumne River

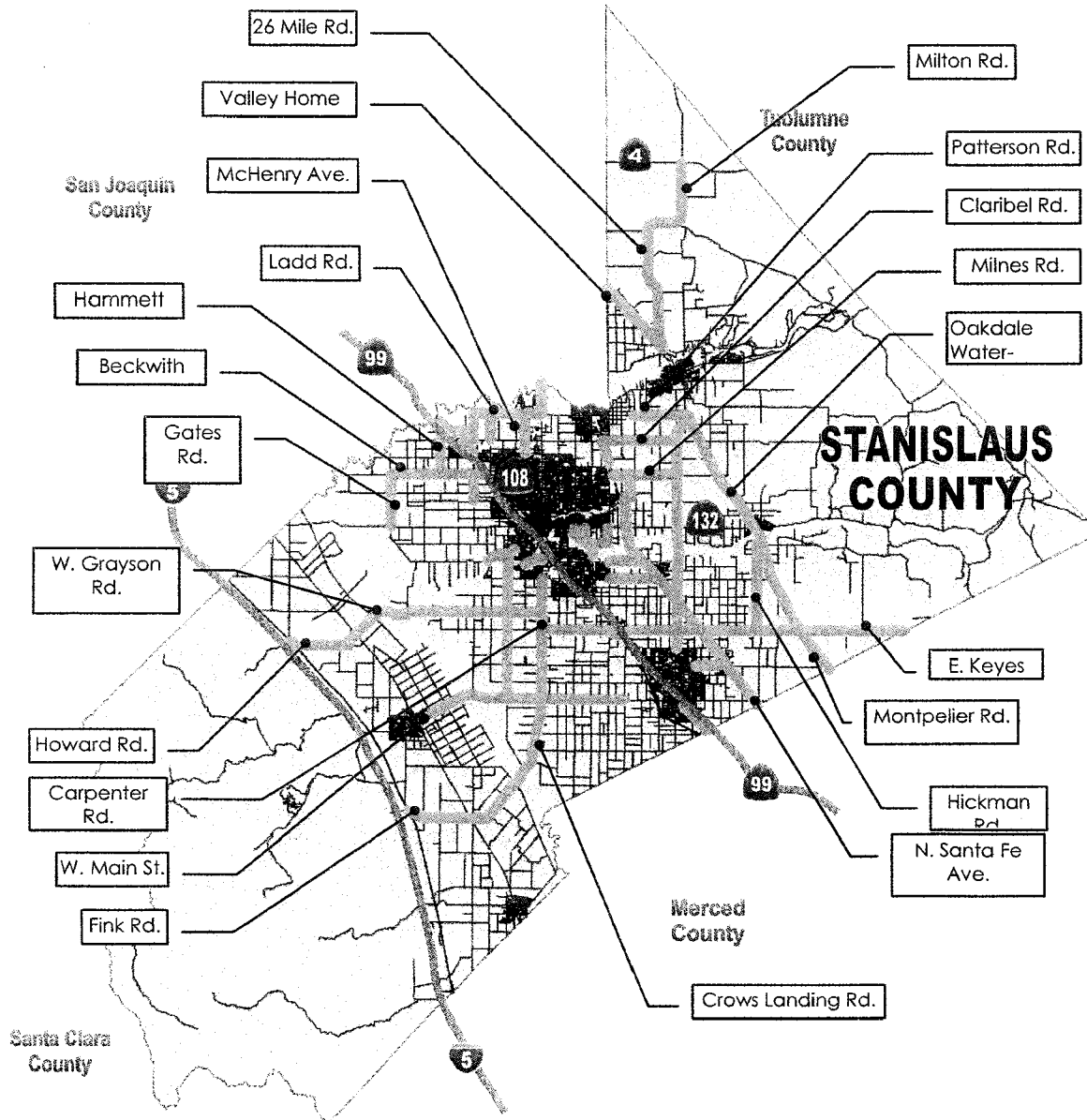
Cor. No.	Corridor	Boundaries
26	Joyce Avenue	Bystrum Rd. Herndon Ave.
27	Keyes Road	Crows Landing Rd. Merced County Line
28	Ladd Road	McHenry Ave. Stoddard Ave.
29	McHenry Avenue	Ladd Rd. Stanislaus River (SJ County Line)
30	Milnes Road	Terminal Ave. Geer Rd.
31	Milton Road	26 Mile Rd. State Hwy. 4
32	Mitchell Road	River Rd. Yosemite Ave. (State Rte. 132)
33	Monte Vista Avenue	Berkeley Rd. Santa Fe Ave.
34	Montpelier Road	Lake Rd. Keyes Rd.
35	Morgan Road	7th St. Oates Ct.
36	Oakdale Waterford Highway	City of Waterford* Albers Rd.
37	Paradise Road	City of Modesto Pauline Rd.
38	Patterson Road	Langworth Albers Rd.
39	Pirrone Road	Hammett Rd. Sisk Rd.
40	River Road	400' e/o Avon St. 9th St.
41	Riverside Drive	Yosemite (State Rte. 132) Mitchell Rd.
42	Santa Fe Avenue	Merced County Line Yosemite Ave. (State Rte. 132)
43	Sisk Road	Pirrone Rd. Pelandale Ave.
44	Stoddard Road	Ladd Rd. Kiernan (State Rte. 219)
45	Terminal Avenue	Claus Rd. Davis Ave.
46	Tully Road	Ladd Rd. Pelandale Ave.
47	Valley Home Road	San Joaquin County Line State Hwy. 120
48	West Main Ave./Las Palmas Ave.	Washington Rd. Sycamore Ave.
49	Whimore Avenue	Faith Home Rd. City of Hughson***

* 1,900 ft. south of El Pomar Avenue


** 1,110 ft. south of East F Street




*** 1,300 ft. east of Mountain View Road



Proposal for Traffic Operations Simulation Model
Stanislaus County Department of Public Works
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Project Map
Selected Critical Routes
for Stanislaus County's

LEGEND 

-  Stanislaus County Limits
-  Selected Critical TOSM Route
-  Major Regional Through Route
(not a part of this project)

MINAGAR & ASSOCIATES, INC.



Section 2.3:

Technical Work Plan

Our Project Team proposes to draw upon its local knowledge, technical expertise, and available resources from its Modesto and Ceres traffic operations and modeling projects to deliver the County's TOSM according to the detailed work plan, below. The overall scope of work comprises a total of eighteen (18) tasks, including additional proposed tasks which we have determined will further support the County's goals on this project:

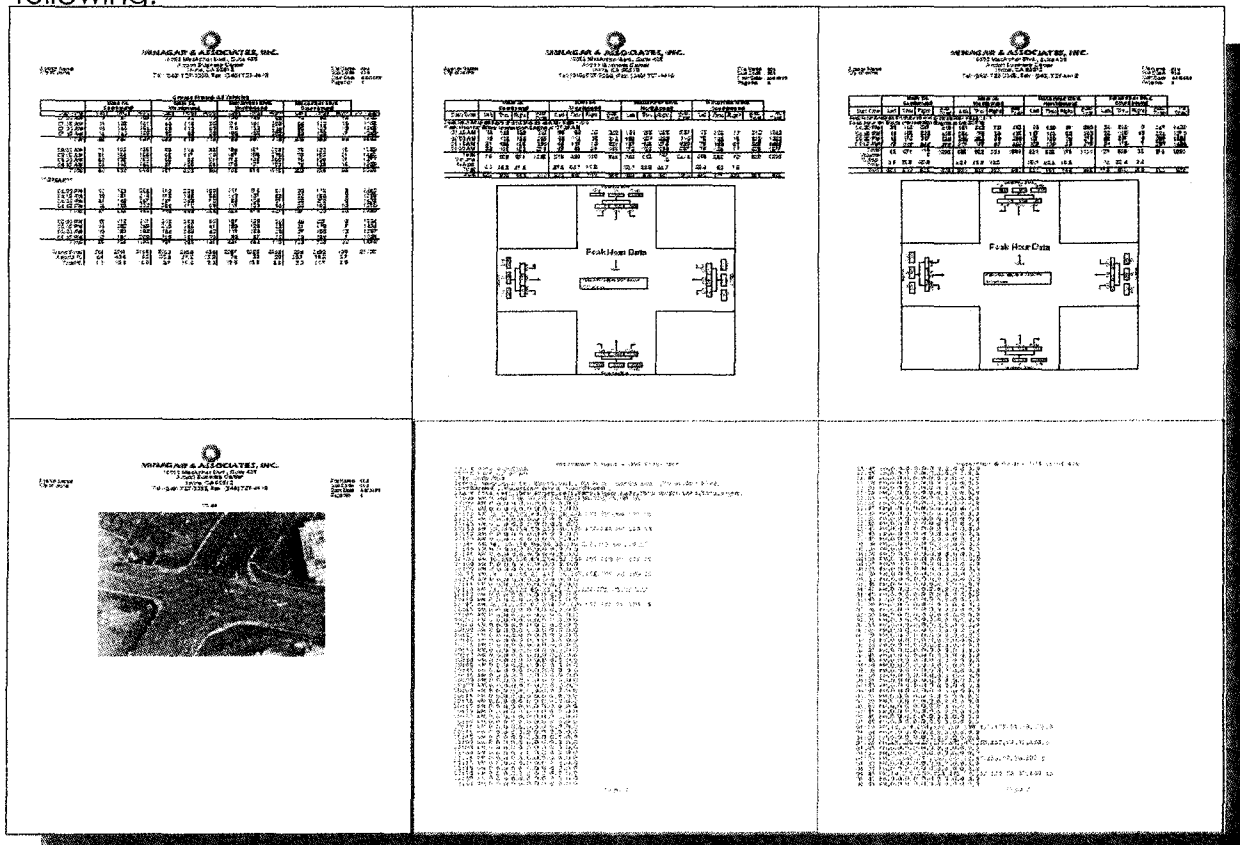
Task 1. Collect Intersection Traffic Data. Our intersection data collection effort will include an inventory of all unsignalized and signalized intersection data required to develop the County's TOSM and fulfill its overall project goals, particularly those data pertaining to the development of a traffic simulation model with AM-MD-MIDDAY-PM peak hour plans, Left-turn Phase Needs Assessment, intervals/cycles/splits analyses, and analyses of collision and speed data. The data collection effort shall serve to define the County's base traffic signal network for each of the four time periods. First, however, our engineering staff shall first gather as much background data as is available from County staff prior to commencing any field work, so that the existing/assumed traffic conditions under which each corridor are operating may be properly identified early on. Collected data shall include the following:

- Modifications to link/node corridor definitions;
- Existing Bi-Tran 233 timing sheets;
- Existing coordination plans;
- Most current traffic signal as-built drawings;
- Centerline distances between signalized intersections;
- Posted Speed Limit Maps;
- Aerial Photos and other maps;
- Traffic collision data and collision diagrams (if available);



- Signal Timing & Signal Priority Preferences (e.g., Pedestrian Timing, Bicycle Timing, Left-turn Phasing—lead-lag, lag-lag, protected, PPLT, etc.—Preferred or Conditional Re-Service);
- Timing Optimization Software Modeling Preference—Our Team is capable of utilizing numerous timing optimization software (PASSER, NETSIM, CORSIM), and has experience using this software for over 700 signalized intersections; and
- Any other data regarding traffic signal synchronization for both the “Before” (existing) and “After” (optimized)

Project Team field crews shall then review/verify the various existing physical components of the County's transportation network in relation to traffic operations, capacity, movement and signal synchronicity, including the following:

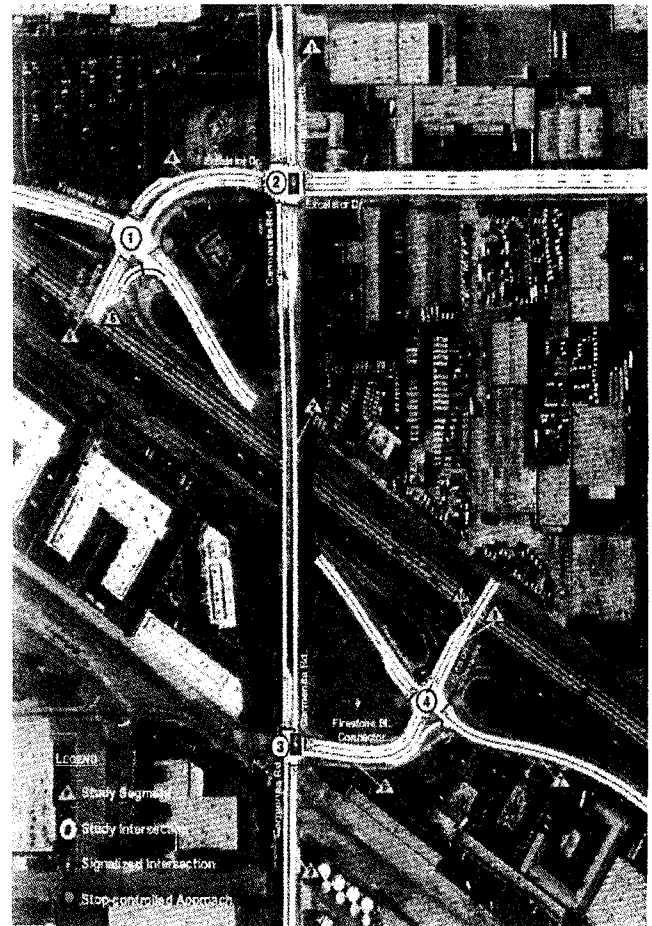
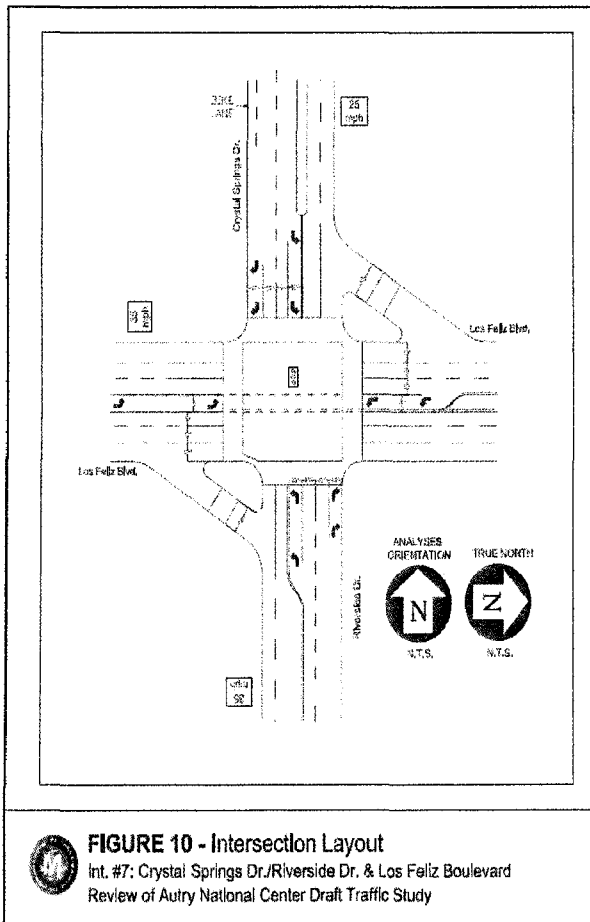


The image displays six sample documents from Minagar & Associates, Inc. arranged in a 2x3 grid. The top row shows traffic count data tables and peak hour diagrams for various intersections. The bottom row shows aerial photographs of the same locations, with the middle and right panels containing detailed traffic count data and diagrams.

Sample Minagar & Associates, Inc. JAMAR Traffic Count Peak Hour Data



- Intersection Geometrics—The Project Team will visit the field to verify all base network geometrics, including: lane configurations, widths, existing striping, roadway width (curb-to-curb) and median widths; and
- Traffic Signal Control & Telemetry Device Information—At each intersection, all pertinent device types, manufacturers, and present operating conditions of the equipment shall be evaluated. Field crews will conduct inspections and inventories of the traffic signals systems (i.e., traffic controller assembly, cabinets, etc.) as permitted by County officials or the Project Manager and examine various signal operation characteristics such as: signal phasing and rotation, cycle lengths, time source equipment and master zero (T0) time reference setup



Sample Minagar & Associates, Inc. Intersection Geometries and Lane Configurations

Task 2. "Before" field travel-delay-study and simulation runs. The Project Team shall conduct a "Before and After" field study of the capacity, operations and timing performance of the County's arterial street transportation network. The first part of this effort (Task 2) shall consist of evaluating the condition of the County's existing network at the 49 selected critical routes and segments listed below:

The following Measures of Effectiveness (MOEs) will be used to gauge the transportation system's existing service levels under current conditions ("Before"):

- Travel Time;
- Delay/Queuing;
- Average Operating Speeds;
- Number of Stops;
- Fuel Consumption Reduction;
- Pollution Reduction (NO_x, CO_x, VOCs); and
- Other significant environmental or traffic flow related measures

Each route shall be evaluated on an individual basis, then as a whole for the singular network, by measuring arterial MOE performance using the following two methods:



Proposal for Traffic Operations Simulation Model
 Stanislaus County Department of Public Works
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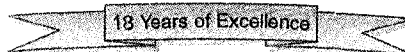


Corridor	Direction	Time Period	Travel Time (min)	Delay (min)	Speed (mph)	Delay (min)	Speed (mph)
Corridor 1	Northbound	07:00-08:00	15.2	1.5	45.5	1.2	48.0
		08:00-09:00	16.5	2.0	43.0	1.8	45.5
		09:00-10:00	17.8	2.5	40.5	2.2	43.0
		10:00-11:00	18.5	3.0	39.0	2.5	41.5
		11:00-12:00	19.2	3.5	37.5	2.8	39.0
		12:00-13:00	18.8	3.2	38.5	2.6	40.5
	Southbound	07:00-08:00	14.5	1.2	47.0	1.0	49.5
		08:00-09:00	15.8	1.8	44.5	1.5	47.0
		09:00-10:00	17.0	2.2	42.0	1.8	44.5
		10:00-11:00	17.5	2.5	41.0	2.0	43.0
		11:00-12:00	18.0	2.8	40.0	2.2	41.5
		12:00-13:00	17.5	2.5	41.0	2.0	43.0

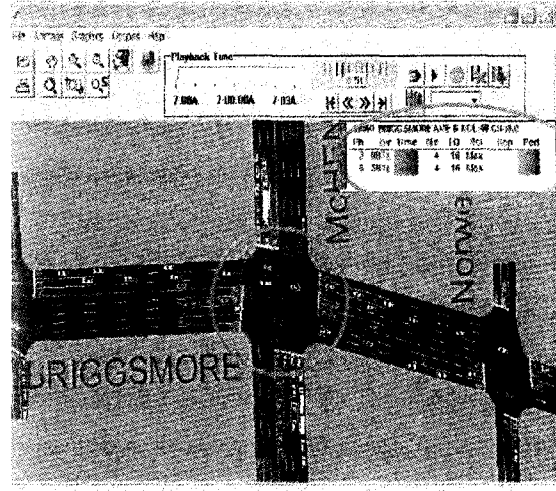
Corbin City's 2010 Citywide Traffic Light Synchronization Project (FLSP)
Floating Car Travel Time Survey Results

Floating Car Survey	Before Study			After Study		
	System Name	W. Direction	E. Direction	System Name	W. Direction	E. Direction
1	10.5%	17.5%	15.0%	10.5%	17.5%	15.0%
2	11.2%	18.0%	15.5%	11.2%	18.0%	15.5%
3	11.8%	18.5%	16.0%	11.8%	18.5%	16.0%
Average	11.2%	18.0%	15.5%	11.2%	18.0%	15.5%
Change	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Std. Dev.	0.5%	0.5%	0.5%	0.5%	0.5%	0.5%
Std. Error	0.3%	0.3%	0.3%	0.3%	0.3%	0.3%
95% CI	10.4%	17.0%	14.7%	10.4%	17.0%	14.7%

Sample Minagar & Associates, Inc. travel time and delay corridor runs



- Microsimulation Computer Model. As part of the development of the County's Traffic Operations Simulation Model, our team will utilize the existing traffic conditions data collected (e.g., signal network, intersection geometries, timing and phasing, traffic volumes, etc.) in conjunction with Synchro 8.0 software to develop the

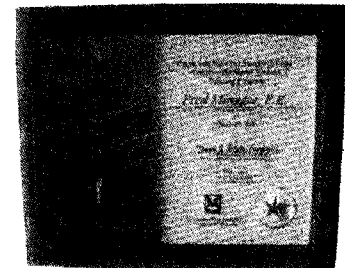


baseline traffic operations model. This computer-based network will then be programmed and simulated to determine the “Before” MOEs—that is, effectiveness measures which reflect how the system is currently operating.

- Floating Car Survey: The second phase of the data collection effort will include “floating car survey runs,” in which our field crews will travel each route according to specified time periods, directions, and speeds, in order to collect corridor-wide travel data such as travel time, control delay, and number of stops, in the field. Multiple floating car runs will be conducted for each corridor during the AM, mid-day, PM and off-peak hours as appropriate. Field crews will use on-board GPS interface Time-Space Platoon Progression Program (TS-PP) equipment to track the MOE values of each route.

Task 3. Optimize network runs using SYNCHRO.

Following the field data collection effort, and prior to the “Before” assessment of network MOEs, the Project Team shall develop a base model of the County's traffic signal network using Synchro 8.0 software to reflect existing conditions.





Minagar & Associates, Inc. is a leading national authority on the application, utilization, and training of Synchro® software, training 88 cities and all Southern California districts for the past 10 years. Once all of the base geometric, volume, capacity, timing and phasing parameters, telemetry device considerations, field observations for queue lengths and saturation flows for heavy movements at key intersections have been collected, the data will be recorded into the computer model, checked for accuracy and logic, and submitted to the County for review and approval. Once Public Works staff has approved the above modeling assumptions, the base model will be programmed to determine optimum network runs for each the AM, mid-day, PM and Off-peak (free operation) periods.

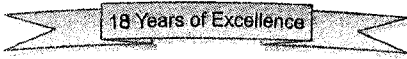
Task 4. Simulate and Optimize Network; Fine-tune optimizations in the field.

Following Task 3, a combination of Synchro and SimTraffic micro-simulation computer program modules will then utilized to develop cycle length optimizations for each peak period. Walk times and flashing clearance walk times will be calculated based on the new California supplement of the MUTCD (2010). Yellow clearance times for all of the signalized intersections will be computed and prepared for input into the field and deployment at all the signalized locations.

Timings
 01-TORAY AVE & TACKETT RD - E 11/24/2011

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
Phase 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60

Once the development and fine-tuning of the SimTraffic model is complete, the Project Team will finalize and submit the revised optimized AM-MD-PM-OP traffic signal timings to the County for review and approval. These revised timing plans will contain recommendations for any changes which may improve the efficiency of signal operations along coordinated corridors. In



conjunction with the final optimized signal timings, the Project Team shall also demonstrate consistency with the following elements:

- Cycle Lengths and Offsets – The Project Team's approach to cycle lengths and offsets shall conform to the County's indicated preference, such as for the lowest cycle length at which any intersection can operate and the lowest common cycle length to maintain proper coordination between contiguous signalized intersections. Our Team shall develop the peak hour timing plans to provide the optimum/maximum bandwidth along each corridor and harmonic background cycles at minor or major intersections. In addition, the Team shall develop traffic signal timing cycles to allow for the implementation of directional flush plans near major state routes, the maximum of which shall not exceed a cycle length determined by the County (e.g., 180 seconds);
- Phasing – Left-turn rotations as determined appropriate (not including Protected/Permissive locations that require lag-lag or lead-lead), protected left-turn phase re-service, verification of proper opposing dual left-turn clearance and simultaneous review of phasing configurations that may result in an undesirable "Yellow Trap" scenario;
- Preliminary "Yellow Trap" Recommendations: Per subsequent discussion with the County's traffic engineering staff, the team will determine the appropriateness of replacing protected-permissive signals with protected left-turn signals. Other mitigations may exist, however, which might include:
 - o Channelizing right-turns to remove opposing conflicts with "trapped" left-turners;
 - o Adding an "island" with a YIELD sign for right-turning vehicles to allow left-turners right-of-way and clear the intersection;
 - o Adding a 5-second minimum Y+R clearance for right-turners, permitting "trapped" left-turning vehicles to clear



-
- Installation of Yellow Flashing left-turn arrow while through-movement turns red to notify left-turning vehicles that opposing traffic is still moving;
 - ✦ Yellow-time Intervals – Per Caltrans standard and based on posted or prima facie speed limits (obtained from County speed maps or observed in field); the Project Team shall also consult with Public Works Staff on any Court issues and/or red light camera enforcement locations to ensure that the proper minimum yellow-interval is provided at all locations;
 - ✦ All-Red Intervals – Develop a system-wide standard for determining AR times in conjunction with local municipal police departments' experience and results from any local/county-wide red light enforcement camera operations;
 - ✦ Time-of-day start and stop intervals – As recommended by the Minagar & Associates, Inc. Team for the various timing plans;
 - ✦ Timing Plans
 - Preparation of plans with adherence to the required peak periods for weekdays (AM, MD, PM) and weekends (MD, off-peak) in the preferred format as indicated by Stanislaus County and/or each individual agency as well as Synchro format for universal Agency-related purposes;
 - Preparation of plans (in Synchro format) to reflect potential improvements as indicated by the proposed countywide CIP projects portion of the project;
 - Other Timing Parameters – The Team shall also properly calculate all force-off values to ensure correct operational settings, and that the aggregate of all timing interval settings does not exceed the peak hour plan cycle length;

Task 5. Convert Optimized Timing Plans for input to Type 170 traffic controller format using BiTran 233 software format. After responding to final concerns and questions from Public Works traffic engineering division staff on the



proposed timing and coordination plans and making the appropriate modifications, our team will then finalize the optimized configurations and implement the signal timings into the County's Type 170 field controllers using BiTran 233 software format. The implementation dates and times of the new timing plans will be recorded, along with additional modifications to be conducted in the field following this implementation to further fine-tune the timing plans.

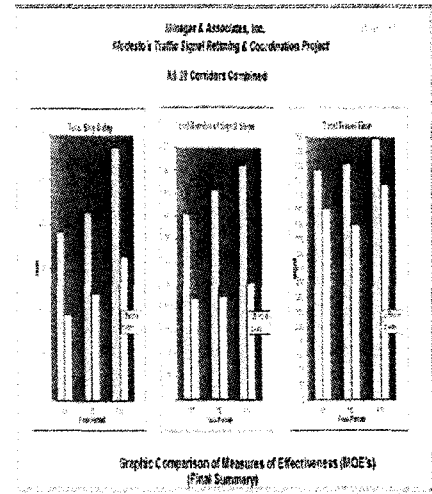
These fine-tuning effort will serve to account for empirical peak time-of-day traffic conditions, and will include adjustments to parameters such as Walk, Flashing Don't Walk, Yellow and Red Clearance times, and any adjustments to, or out of, the proposed coordination plans. Free operations will be justified during this stage, based on cycle lengths, the nature of circulating traffic through the intersection during each peak period, proximity to contiguous signalized intersections, any on-going or anticipated construction activity, and other prevalent field conditions. The results of the above efforts will be used to develop the final timing plan schedule for the weekday and weekend periods, as determined by County traffic engineering staff. Our technical staff shall provide all necessary services required to facilitate the implementation of the new signal timings, including:

- Full implementation services, or as technical support to County maintenance crews;
- Direct manual implementation via controllers located in the field;
- Utilization of existing interconnect systems during implementation; and
- Recommendations for traffic signal Phase Changes to promote improved signal progression operation. Note: The Project Team shall develop all necessary traffic signal plans in accordance with any proposed/approved changes to signal phasing.



Task 6. Create timing plans for R/R pre-emption. Using the latest Federal and Caltrans guidelines at affected intersection, our team will develop railroad pre-emption timing plans at locations to be selected by the County.

Task 7. “After” field travel-delay-study and simulation runs. Following the field implementation of the final revised traffic signal timing plans for all the signalized intersections along each project route, the Project Team will conduct “After Study” floating car travel runs in the field, in tandem with in-office “After Study” micro-simulation analyses. This task will consist of measuring each MOE for individual routes and the network as a whole, and comparing these “After” with-project results with the “Before” base line condition to determine the project benefits of the traffic signal timing improvements.



Task 8. Review Pedestrian Clearance Timing. Using the latest 2010 CA-MUTCD, our team will review the pedestrian times proposed at each intersection and route, to include full accommodation for the following:

- Pedestrian traffic within splits (as applied by the Stanislaus County existing standards);
Incorporation of nominal measures of pedestrian traffic to the provision of optimum vehicle splits and offset timing; and
- Pedestrian activity using various ped-crossing timing adjustment techniques for pedestrian splits during coordination

Task 9. Coordinate with Caltrans and adjoining affected Municipalities. The Minagar & Associates, Inc. Project Team shall provide coordination with Caltrans District 10 and adjoining affected Municipalities in composing strategies in which to best approach signal operations improvements and/or

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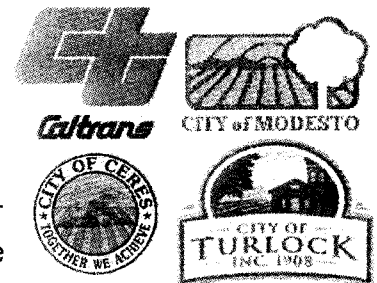
August 24, 2011



re-timing of corridors, such as implementing full span end-to-end coordination along routes, or establishing reduced coordinated subsystems, or along a series of zones or segments.

Due to the expansive area which comprises Stanislaus County in relation to the selected 49 project routes, our team has pre-determined that it would be most practical to focus on potential subsystems within each corridor in which good progression can be maintained. Particular attention regarding coordination will be paid at locations where closely-spaced signals exist, or are within the influence area of a State Route (e.g., SR-99, SR-33) or near city boundaries of the local Stanislaus County agencies. Identifying these subsystems will be necessary in order to determine any equipment needs for the County, including controller hardware, cabinet, interconnect, or field master upgrades.

With respect to all the final revised optimized traffic signal timing plans, each will be implemented in accordance with the County staff's approval and in union with any required endorsement by Caltrans D-10 and/or local agencies. As part of this cross-agency coordination process, we will evaluate the County's currently used time-referencing equipment



for traffic signal controllers along each route. This effort will be followed by an overall determination as to the recommended type of time clocks (e.g., GPS clocks, WWV, etc.) to be utilized to accurately coordinate time-referencing, especially in relation to any communication between the County and adjacent signals within the Cities of Modesto, Ceres, Turlock, Oakdale, etc.

Task 10. Perform Traffic Signal Warrant Assessments. In accordance with the latest 2010 CA-MUTCD, our team's engineering staff will conduct traffic signal warrant assessments for each major unsignalized intersection within the project scope. As part of numerous traffic signal operations and



transportation planning projects our team has completed over the last professional 18 years of business, we have conducted many traffic signal warrant assessments which we will draw upon to expedite the analysis of each unsignalized project location (not to exceed sixty intersections).

The primary traffic data driving each warrant will include area type (Urban/Rural, depending on if the intersection is near a major city within the County), and other data collected from Task 1, such as including posted speed limits, street classifications, peak hour traffic volumes and recent traffic collision data records. To accelerate this phase of this project we shall also be using SYNCHRO's traffic signal warrant module, called *Warrants 7/8*, to efficiently and accurately organize, plot and report each traffic volume data point against MUTCD's threshold curves.



APPENDIX D
 TRAFFIC SIGNAL WARRANT CHARTS

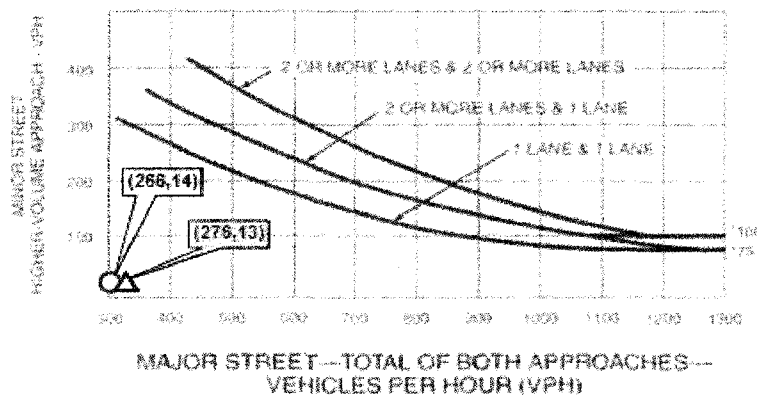
Location: ARMSTRONG AVENUE (Major 1-Lane Approach) &
 DRIVEWAY ACCESS WEST (Minor 1-Lane Approach)
Scenario: Post-2030 (Pending) With Project Conditions

Traffic Signal Warrant

PEAK-HOUR VOLUME
 T0.5 Factor

URBAN CONDITIONS

Community Less Than 10,000 Population or Above 40 mph on Major Street



LEGEND

- AM Unwarranted
- △ PM Unwarranted
- AM Warranted
- △ PM Warranted

SIGNAL WARRANT IS NOT SATISFIED

*Note: 100 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

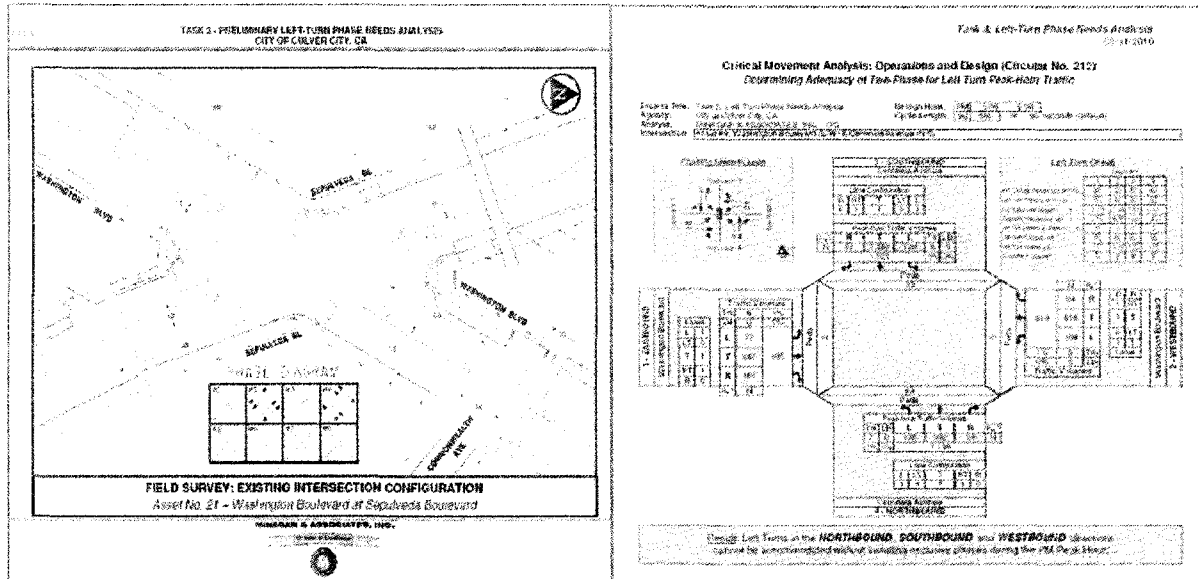
Sample Minagar & Associates, Inc. Traffic Signal Warrant Analysis Sheet

Task 11. Perform Protected and/or Protected/Permissive Left Turn Signal Phase (LTSP) Warrant Assessments. In accordance with the latest 2010 CA-MUTCD, our team's engineering staff will conduct a left-turn signal phase (LTSP) needs analysis for each existing signalized intersection without an exclusive left-turn phase upon any of its approaches. This task will include the following steps:

- 11.1—Use peak-hour traffic counts obtained from Task 1 (or collect new volume counts, as needed) from each two-phase signal;

- **11.2**—Sort collision data obtained from Task 1 to show recent left-turn vehicular collisions at each intersection;
- **11.3**—Analyze left-turn delays to determine from the existing TOSM developed in Tasks 3 and 4;
- **11.4**—Conduct field observations, as necessary, to determine if any of the LTSP intersections currently experience impaired sight distance due to road curvature, or are subject to relatively large percentages of buses and trucks, such that a corrective LTSP might increase intersection safety;
- **11.5**—Analyze all the above the two-phase signal data using CA-MUTCD's traffic signal warrant criteria thresholds (*Section 4D.06-D*). Should any of the above criteria exceed their acceptable thresholds, our team shall tabulate which approaches the LTSP is "red flagged" for being warranted, and will document the cumulative results in a comprehensive LTSP Report.
- Generally speaking, a two-phased approach may be warranted for an LTSP if any of the following conditions are determined to exist:
 - Five or more left-turn movement accidents during a recent 12-month period
 - Excessive left-turn delay; vehicles experience 80% additional-cycle wait time;
 - Left-turn volume and the conflicting product of left-turn volume times through volume for peak hour traffic exceeds 50 and 100,000, respectively;
 - Consideration for safety factors due to heavy vehicles and/or sight distance





Sample Minagar & Associates, Inc. Intersection Approach Left-Turn Phase Warrant Assessment

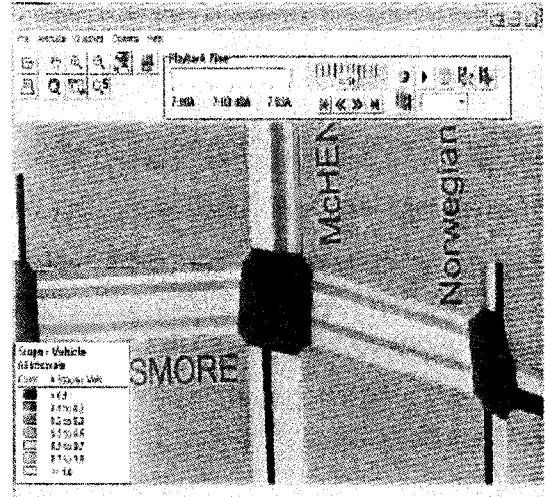
The LTSP report will include discussions on the feasibility of modifying or implementing the split phases (if coordination and progression is not adversely affected in the corridor), left-turn lanes or lack thereof, dual left-turn lanes, and length of left-turn lanes. The final report shall also contain recommendations and provide a stamp and certification on the front of the report by a registered Professional Traffic Engineer in the State of California.

Task 12. Analyze existing queue lengths for left and right turn movements. For each signalized and unsignalized intersection within the project scope, our team will provide a thorough analysis of the existing queue lengths for turning movements. This queuing analysis will be based on the approved TOSM (existing network) program, and will include average, 95%-ile and maximum peak-hour queues for each respective time-of-day period, as well as estimated storage bay block times. Our team recently completed two (2) separate queuing assessments for the Cities of Modesto and South Pasadena, in Southern California. The first included an assessment of computer-simulated queues at



closely-spaced intersection based on the proposed peak timing plans. The second included a combination assessment of computer-simulation and field-verified vehicle queues, resulting from the addition of a stop sign previously uncontrolled intersection approach.

Additional data collection efforts as part of this task will include measurement of existing turn pocket lengths—either from field measurement, GIS/web-based aerial measurements, or both—as well field verification of excessive peak-hour queues determined by the computer-generated simulation model at major intersection. The results of this analysis will be used to prepare recommendations on potentially extending, by re-striping or otherwise, the corresponding turn bays at which existing queues are determined to be present.



Task 13. Identify Capacity Deficiencies. For each project intersection (and network links, as approved by the County), our technical staff will review the various capacity deficiencies within the County's transportation system. Our experience has shown that intersection operation and signal timing is mostly impacted by certain types of deficiencies which occur where certain traffic conditions—both fixed and fluid—exist. As part of this investigation, our team shall observe and identify these important elements due to their potential to adversely influence an intersection's effectiveness and/or a corridor's signal progression qualities, including:

- Distances to adjacent upstream/downstream intersections;
- Significant proximities to school areas;
- Locations of any existing bus stops, driveways, parking prohibitions, unusual traffic generating conditions, and other factors that may impact the efficiency of operation at each intersection;

-
- ❖ Excessive pedestrian or bicyclist traffic;
 - ❖ Intersections operating over ideal or acceptable capacities;
 - ❖ Congestion due to short distances between traffic signals, most likely found near the outskirts of the local jurisdictions;
 - ❖ Irregular lane distribution of vehicles;
 - ❖ High percentage of truck or bus traffic volumes;
 - ❖ Lane blockage due to lack of designated curb cuts/turn-outs at bus stops;
 - ❖ Excessive traffic at stop-controlled side streets intersecting a corridor;
 - ❖ Existence of interchanges (e.g., proximity to I-5, SR-33 or SR-99); and
 - ❖ On-street parking impediments

Task 14. Develop List of Capital Improvement Projects, Low-Cost Improvement Projects and recommended Operational Changes. Using the approved "baseline" (existing) traffic operations simulation model in conjunction with the deficiencies identified from Task 13, our team shall provide a list of feasible, effective, constructible and programmable improvement projects at various funding qualification levels. The proposed measures shall correspond to address the inadequacies of the County's transportation system as a network whole, for separate corridors, and/or for individual intersection operation.

In preparation of this project, our Team has prepared an initial list of suggested operational and traffic signal enhancement strategies to improve Stanislaus County's transportation and circulation system. In order to provide the County with a working list of reasonable improvement strategies, this preliminary list will be used as a screening device during the Task 2 data collection and field observation phases of the project to understand where potential improvements may be useful at the earliest stage of this project as possible.

- ❖ Roadway capacity improvements at spot location to eliminate operational & physical bottlenecks;
- ❖ Replacing obsolete equipment (e.g., signal controllers & vehicle detection);



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-
- Developing new multi-jurisdictional traffic signal coordination timing plans (per discussions with staff on coordinating with neighboring Cities of Modesto, Ceres, etc., and/or the Counties of Merced and San Joaquin);
 - Maintaining suggested/implemented traffic and civil engineering strategies and improvements, such as improved signage and striping;
 - Systems communication enhancements and improvements;
 - Surveillance/monitoring of the integrated system;
 - Maintaining common cycle lengths (or half/double cycles) within multi-jurisdictional corridors;
 - Improving arterial traffic carrying capacity infrastructure;
 - Utilization of a common time at Local and Master Controller internal clocks to eliminate any base time inconsistencies;
 - Periodic re-timing (on a 3-year basis) and on-going monitoring of coordinated traffic signal systems;
 - Improving traffic signal infrastructure;
 - Investigation to integrate field devices with a Traffic Operations Center (TOC/TMC);
 - Performance monitoring for nine (9) months after project completion (i.e., turn-on);
 - Proactive forms of coordination across jurisdictional boundaries, such as:
 - Local cities taking over operation of signals located within County boundaries (or vice versa), as needed;
 - Signals on the boundary line with a local agency being made compatible and connected to the same shared computerized signal system, with terminals at each the Public Works Department and local jurisdiction's office;
 - Implementing new traffic signal systems based on system boundaries instead of jurisdictional boundaries (requires County approval to transcend pre-established limits of the project as shown in the RFP);



- Formal cooperative agreements to ensure that the County can cooperate and continue to maintain good signal coordination across local agency boundaries;
- The establishment of a regional traffic operation center within the Public Works Department to centralize its traffic database and regional traffic operation strategies;

Task 15. Create Final Project Report. The "Close-Out" period of this TOSM project will arrive once the County has approved all the above Tasks 1-14, including the Bi-Tran 233 peak-hour timing charts implemented into the field controllers and documented for the County's archives, railroad pre-emption timing plans, the final fine-tuning efforts conducted in the field, all "Before" and "After" MOE results (both simulation-based and field verified by travel runs), final recommended CIP and low-cost project list, and other subsequent analyses (i.e., signal warrant assessments, LTSP analyses, queuing analyses, capacity deficiencies). he approved "baseline" (existing) traffic.

The final document shall include a comprehensive "Final Timings and Evaluation" report which summarizes the results of the project and discusses each step in detail, as outlined below:

○ Report Sections

- 1 - Executive Summary
- 2 - Background
- 3 - Project Objectives and Location
 - Scope of Work / Work Performed
- 4 - Overview of Major Tasks
- 5 - Data Collected
- 6 - Analyses Conducted
 - Operational Analyses
 - Findings/Benefits
- 7 - Implementation Schedule



-
- 8 - Improvements Accomplished/Planned for CIP programming
 - 9 - Project Achievements
 - 10 - Improvement of Corridor MOEs: Stops, Fuel Savings, Travel Time, etc.
 - 11 - Final cost compared to the approved budget & project schedule
 - 12 - Overall Cost/Benefit Ratio Analysis
 - Recommendations
 - 13 - Discussions on Continued TOSM Support
 - Annual updates to the TOSM
 - Signal timing maintenance
 - 14 - Evaluation of the Improved Countywide Signal Network

The final report shall be provided to the County's Public Works department in hard copy and electronic formats, and submitted with the Project Manager's stamp and PE certification. Ultimately, we will cooperate with the Department to present the project report to the County Board of Supervisors. The evident goal of this TOSM project is to facilitate the operations planning and engineering efforts of the County in identifying countywide deficiencies from a *regional approach*, and prioritizing future capital improvement projects to address these deficiencies. The results of this TOSM project will specifically serve to assist the County Board in reviewing and approving the funding of such short-term and CIP projects in the near future.



operations "turn-key" system between the Team and County staff and maintenance crews;

- o Continued Signal Timing Support. In addition to the above training assistance, our Team is prepared to provide the County with signal timing support for up to 15 work days following the completed implementation of new signal timings and acceptance of the Final Report. The Team shall participate in resolving any traffic signal timing issues that may materialize in the field controllers or in the County's traffic signal timing database, and assure adequate monitoring, fine-tuning, and optimization of network corridor traffic signals, as needed.

- o Provide traffic signal design Plans, Specifications & Estimates (PS&E) items for signal upgrade components. May include, but not limited to, any of the following:
 - o Procurement of new/updated traffic signal controller units and/or assemblies, as determined by the Team prior to implementation of final timing plans, as needed and approved by the County;
 - o Cost Estimates for proposed improvements
 - o Conceptual and/or engineering design plans for proposed signal improvements
 - o Funding Qualifications
 - o Specifications to integrate/interface upgraded equipment with the existing signal system and/or communications infrastructure within the County and/or local agency limits (e.g., Cities of Modesto, Ceres, etc.)

- o CIP Programmability Support – Stanislaus County's Final CIP currently plans to allocate about 87% of its funds to the Public Works Department's "A Well-Planned Infrastructure" System, with about 93% of the program dedicated to road and traffic-related projects. Thus, it is evident that the vast majority of these projects, which are mostly funded by County Roads



and/or dedicated State and Federal funds, will likely include such improvements as upgrading traffic signals and railroad crossings, realigning streets, widening roads, or improving bike lanes.

As such, our project team will provide the County with additional programmability support to assure that any proposed small-scale or large-scale/phased CIP projects conform to the County's adopted General Plan, as they will be ultimately reviewed by the County's Planning Commission. For example, for each proposed project our team will provide the County with supplemental analyses indicating the necessary acquisitions for equipment, easements, properties, and rights-of-way necessary for implementation of the projects identified.

We recently completed a freeway interchange improvements feasibility assessment for Caltrans, in which our team analyzed the existing peak hour mainline and ramp operations at two intersecting state route freeways (including nearby connecting routes), and assessed the right-of-way cost implications and constructability of the proposed improvements.

For larger CIP projects, in particular, we will analyze how each proposed improvements is to be classified and funded (i.e., Categories A through D). Stanislaus County's current policy recognizes a threshold of \$75,000 to define a capital improvement, which can include acquisition of technology improvements (e.g., signal controllers, cabinets, vehicle detection, ITS enhancements, etc.) and equipment expenditures. Our support tasks will also cover preliminary development of implementation plans financial schedules, and financing plans for each project, and determination on the level of CEQA review that may be required.



Additional Tasks:

Task 17: Provide a feasibility study for the traffic signal maintenance in-house versus contracting out. The County is interested in exploring the pros and cons of the possibility of managing and operating its own maintenance crews. A report will be prepared detailing the feasibility of the County using in-house maintenance crews for signals. The feasibility study will take into account the current state of the economy as well as lessons learned from other counties and cities in California as well as other states. Ramification and provision of IMSA's training and certification of signal/electrical and maintenance crews will also be explored, discussed and recommended to the County. The-state-of-the-practice as well as the-state-of-the-art of current traffic signal maintenance training and operations will be researched and documented. Any potential additional training and certifications as well as any new acquisition of equipments for the current and projected near future County staff will be evaluated and assessed. Ultimately, the final Technical Memorandum for this task will evaluate implementation of each of the proposed scenarios with identification of a break even point, Benefit/Cost assessment and an overall applicability for the County with the current staffing and the state of the economy.

DELIVERABLES: Feasibility study detailing whether or not it is reasonable for the County to manage and operate its own signal maintenance crews including additional resources needed, Benefit/Cost, break-even point versus contracting out/outsourcing.

Task 18: Contract renewal on a Biannual Basis Not-to Exceed 10 Years. In order to save County tax payers money and maximize efficiency of the process and procurement, the consultant, Minagar & Associates, Inc., and the County would like the exercise the option to have the deliverables of this project updated on a biannual basis. Both the County and Minagar & Associates Inc. would not have to go through the proposals and procurements in the future.

DELIVERABLES: Scope and schedule of updating the report and timings (if necessary) Use of specific intersections for control to determine if new timings are necessary county-wide.



EXHIBIT C

CONSULTANTS FEE SCHEDULE

HOURS & EFFORTS (TOTAL OF BASE BID +OPTIONS)
Stanislaus County's Traffic Operations Simulation Model (TOSM)

MINAGAR & ASSOCIATES, INC.

TASK AND DESCRIPTION	PM	PE	AE	CM	SD	WP	DIRECT COST*	TOTAL
1 Intersection Traffic Data Collection	13	16	0	120	0	0	\$6,240	\$22,904
2 Before Travel Delay Corridor Runs	5	4	14	68	15	5	\$0	\$10,886
3 Optimize 4 Timing Plans	5	45	59	0	67	0	\$0	\$16,531
4 Simulate, Optimize & Finetune	5	42	45	0	89	0	\$0	\$17,664
5 Convert 4 Timing Charts	5	25	0	0	0	0	\$6,293	\$10,265
6 Create Timing Plans for R/R Pre-emption	5	55	0	0	0	0	\$0	\$7,820
7 Conduat After Study	5	10	85	70	0	0	\$0	\$13,902
8 Review Ped Clearance Timing per MUTCD	5	5	35	0	10	12	\$0	\$4,706
9 Coordinate with Caltrans and Other Agencies	5	25	0	0	0	0	\$0	\$3,972
10 Perform Signal Warrant Assessment	5	35	45	0	10	0	\$0	\$8,659
11 Perform Protected/Permissive Warrant Assessment	5	35	35	0	8	0	\$0	\$7,925
12 Analyze Existing Queue Lengths	5	5	35	0	0	0	\$0	\$3,256
13 Identify Capacity Deficiency	5	5	44	0	0	0	\$0	\$3,732
14 Develop List of CIP	10	5	25	0	10	0	\$0	\$4,519
15 Prepare MOE Report and Presentation of BOS	10	5	45	0	10	5	\$0	\$5,753
16 Provide Synchro Files to the County	5	5	5	0	0	5	\$0	\$1,847
16A, B, C & D Optional Sevices per 16A, B, C & D	35	15	96	0	65	5	\$1,990	\$21,191
17 Prepare Feasibility Study for Traffic Signal Maintenance	15	20	29	0	12	5	\$0	\$7,802
TOTAL INITIAL COST							\$	173,334
18A Option A Renewal for 1st Biannual TOSM in the Year 2013	58	185	320	125	148	25	\$5,665	\$84,400
18B Option B Renewal for 2nd Biannual TOSM in the Year 2015	58	185	320	125	148	25	\$5,665	\$84,400
18C Option C Renewal for 3rd Biannual TOSM in the Year 2017	58	185	320	125	148	25	\$5,665	\$84,400
18D Option D Renewal for 4th Biannual TOSM in the Year 2019	58	185	320	125	148	25	\$5,665	\$84,400
Total Hours	380	1097	1877	758	888	137		
Hourly Rate	\$153.08	\$128.27	\$52.84	\$105.18	\$102.62	\$35.27	\$0	
Total Labor Cost (\$)	\$58,170	\$140,712	\$99,181	\$79,726	\$91,127	\$4,833	\$37,183	\$510,932
TOTAL NOT-TO-EXCEED COST								\$510,932

PM Project Manager
SD Senior Designer

PE Project Engineer
WP Word Processor/Support

AE Assistant Engineer
CM Construction Support

* Includes Expenses for Suconsulting & Data Collection:
Adept Consulting \$6,293.00 & Baymetrics (UDBE) \$6,240.00

EXHIBIT D

PROJECT SCHEDULE

