

## CONTRACT FOR SERVICES

THIS CONTRACT is made on \_\_\_\_\_, 2021, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and

Fehr & Peers  
1013 Galleria Blvd, Suite 255  
Roseville, CA 95678  
(916) 773-1900

"Contractor" who mutually agree as follows:

### 1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

### 2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, and in accordance with the Schedule of Fees in Exhibit B, but in no event shall the total compensation exceed the **total sum of \$51,900**. The payments specified in Exhibit B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

- (1) Job/project name or description;
- (2) City's current purchase order and/or work order number (if applicable);
- (3) Contractor's invoice number;
- (4) Date of invoice issuance;

- (5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
- (6) Amount of invoice, itemizing all authorized reimbursable expenses; and
- (7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

### **3. FACILITIES AND EQUIPMENT**

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

### **4. TERM OF CONTRACT**

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until both parties have fully performed their respective obligations under this agreement, unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon receipt of written notice to proceed from the City, and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit A**.

### **5. SUSPENSION/TERMINATION:**

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

- i. Contractor shall immediately cease rendering services pursuant to this agreement;
- ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
- iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

## **6. INDEPENDENT CONTRACTOR**

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

## **7. AMENDMENTS, CHANGES OR MODIFICATIONS**

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

## **8. EXTENSIONS OF TIME**

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

## **9. PROPERTY OF CITY**

It is mutually agreed that all materials prepared by the Contractor under this agreement ("Work Product") shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession. Contractor shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, other intellectual properties developed, gathered, compiled or produced by Contractor prior to or independently of any of its services under this agreement ("Background IP"), including such Background IP that Contractor may employ in the performance of this agreement, or may incorporate into any part of Contractor's Work Product. Contractor grants City an irrevocable, non-exclusive, transferable, royalty-free, license in perpetuity to use, disclose, derive from, such Background IP, but only as an inseparable part of the Work Products. Consultant shall bear no liability or responsibility for any part of the Work Products that have been modified post-delivery or used for a purpose other than that for which they were prepared under this agreement.

## **10. COMPLIANCE WITH ALL LAWS:**

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

## **11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR**

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit “A”** in a manner which is consistent with the generally accepted standards of Contractor’s profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor’s profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor’s obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party’s performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor’s profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor’s staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its reasonable discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor

agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

## **12. SUBCONTRACTING**

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

## **13. ASSIGNABILITY**

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

## **14. INTEREST IN CONTRACT**

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

## **15. MATERIALS CONFIDENTIAL**

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

## **16. LIABILITY OF CONTRACTOR-NEGLIGENCE**

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be

done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

## **17. INDEMNITY AND LITIGATION COSTS**

Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

## **18. CONTRACTOR TO PROVIDE INSURANCE**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### **A. Minimum Scope and limit of Insurance**

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## **B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Contractor's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.



8. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 19. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is

evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability.** If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: Director of Community Development  
City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677  
(916) 625-5162

Copy to: City Attorney  
City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677  
Email: LegalNotices@rocklin.ca.us

Contractor: Fehr & Peers  
1013 Galleria Blvd., Suite 225  
Roseville, CA 95678  
(916) 773-1900

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees.** In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the

names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CITY OF ROCKLIN

By: \_\_\_\_\_  
Aly Zimmermann, City Manager

CONTRACTOR

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Hope Ithurnburn, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sheri Chapman, City Attorney

## EXHIBIT A

### Scope of Work/Schedule of Performance Transportation Impact Study

Fehr & Peers will complete the following tasks to prepare a transportation impact study for the proposed Estia at Rocklin project located between West Oaks Boulevard and Atherton Drive west of Lonetree Boulevard. Please note that the following scope of services includes the purchase of historical traffic count data to reflect pre-pandemic conditions when schools were conducting in-person learning. The use of this historical count data to act as the traffic analysis baseline is subject to City approval.

#### **Task 1: Data Collection & Existing Conditions**

Fehr & Peers will analyze weekday a.m. and p.m. peak hour traffic operations at the following two study intersections. These intersections were selected based on their proximity to the project site, anticipated use by project trips, and susceptibility for being impacted.

1. Atherton Drive/University Avenue / Sunset Boulevard
2. Lonetree Boulevard/W. Stanford Ranch Road / Sunset Boulevard

In addition, Fehr & Peers will report the existing average daily traffic (ADT) levels for the following three roadway segments for use in the noise analysis:

1. Sunset Boulevard: SR 65 to University Avenue
2. University Avenue: north of Sunset Boulevard
3. SR 65: north of Sunset Boulevard

Fehr & Peers will retain National Data & Surveying Services (NDS) to collect weekday a.m. (7:00-9:00 a.m.) and p.m. (4:00-6:00 p.m.) peak period turning movement counts at the two study intersections identified above. Fehr & Peers will also request that NDS collect two days of 24-hour weekday counts on the segments of Sunset Boulevard and University Avenue identified above. These new traffic counts will be collected when schools are in session and weather is fair. If the study is ready to proceed prior to schools starting in August, Fehr & Peers will coordinate with City staff and the project applicant to consider purchasing historical data from Fall 2019 (i.e., pre-pandemic). We will provide a cost comparison for purchasing the historical data in-lieu of new traffic counts to determine if an increase in the not-to-exceed budget is necessary. In addition, Fehr & Peers will obtain ADT counts for the SR 65 mainline north of Sunset Boulevard using Caltrans Performance Management System (PeMS) online database.

Fehr & Peers will also obtain existing roadway geometrics, traffic controls, and current traffic signal timing plans to perform the analysis. Fehr & Peers will complete one site visit to review the existing transportation conditions in the study area.

Fehr & Peers will perform level of service (LOS) analysis for the study intersections using procedures described in the *Highway Capacity Manual, 6th Edition* (Transportation Research Board, 2016). The two study intersections will be analyzed using the deterministic Synchro software, which is appropriate for these locations given their traffic control, spacing from each other, and levels of traffic. Additionally, the City's General Plan identifies the need for signalized

intersections to be analyzed using the “Circular 212” methodology. Therefore, the study intersections will also be analyzed using the Circular 212 method in Vistro software.

Fehr & Peers will prepare exhibits that display peak hour turning movement volumes and existing bicycle, pedestrian, and transit facilities and services in the project vicinity.

### **Task 2: Project Travel Characteristics**

Fehr & Peers will prepare the vehicle travel characteristics for the proposed project according to the following steps:

- **Trip Generation:** The project’s vehicle trip generation will be estimated for weekday a.m. peak hour, weekday p.m. peak hour, and weekday daily conditions using trip rates from the *Trip Generation Manual, 10th Edition* (Institute of Transportation Engineers, 2017). This estimate will follow procedures outlined in the *Trip Generation Handbook, 3rd Edition* (Institute of Transportation Engineers, 2017). Since the project consists of both residential and commercial uses, Fehr & Peers will use the MXD+ trip generation tool to estimate the project’s internal capture (i.e., trips that would travel between the residential and commercial components). In addition, Fehr & Peers will use data in the *Trip Generation Handbook, 3rd Edition* to estimate the project’s anticipated pass-by and diverted link rate.
- **Trip Distribution:** The project trip distribution and trip assignment will be based on existing travel patterns observed in the area and location of complementary land uses. A project-only assignment will also be conducted using the City’s 2016 base year travel demand model to inform the project trip distribution.

### **Task 3: Existing Plus Project Conditions**

Fehr & Peers will assign project vehicle trips to the project access and adjacent roadway network according to the trip generation and trip distribution described in Task 2. We will add these project trips to the existing traffic volumes documented in Task 1 to develop existing plus project traffic forecasts.

Fehr & Peers will re-analyze all study intersections using the HCM-based Synchro software and Circular 212 methodology. We will also prepare updated ADT forecasts at the three roadway segments for use in the noise analysis.

Fehr & Peers will use the City’s significance criteria to develop thresholds of significance for transportation impacts. Fehr & Peers will evaluate project impacts on the roadway, bicycle, pedestrian, and transit systems using the significance criteria. For significant impacts, Fehr & Peers will propose mitigation measures to lessen the significance of the impact. Each mitigation measure will identify the specific action necessary, responsibility for implementation, and the expected level of significance after mitigation. Exhibits will be prepared to graphically depict recommended mitigations.

### **Task 4: Existing Plus Approved Projects Conditions**

Consistent with other studies in Rocklin, Fehr & Peers will conduct an “existing plus approved projects” analysis. This task consists of identifying proposed project impacts in consideration of additional trips generated by pending/approved projects that are not yet constructed.

There are many pending land developments in northwest Rocklin area and in the adjacent Twelve Bridges Specific Plan in Lincoln. Accordingly, this task will necessarily be time-intensive, focusing

on identification of those approved projects, their land use types and quantities, and trip contributions to study intersections (estimated using the City's travel demand model). Fehr & Peers will also consult with City staff to confirm whether Phase I of Placer Parkway and the associated improvements to the SR 65 / Whitney Ranch Parkway interchange should also be included in this scenario.

All study intersections will be analyzed with the HCM-based Synchro software and Circular 212 methodology in Vistro software under existing plus approved projects conditions, both without and with the proposed project. Based on the standards of significance, Fehr & Peers will identify significant impacts and recommend mitigation measures.

#### **Task 5: Cumulative Conditions**

Fehr & Peers will analyze future traffic conditions for the following cumulative conditions scenarios:

- Cumulative No Project: assumes the project site remains vacant.
- Cumulative Plus Project: assumes the project is constructed.

Cumulatively considerable project impacts will be identified by comparing the results of the cumulative plus project scenario versus the cumulative no project scenario. We will use the version of the City's 2030 General Plan travel demand model recently applied in a number of other studies in the City. Fehr & Peers will coordinate with City staff to identify the appropriate land use inputs to use for the Sunset Area Plan and Placer Ranch Specific Plan for the year 2030. All study intersections will be analyzed with the HCM-based Synchro software and Circular 212 methodology in Vistro software under cumulative conditions, both with and without the project. Fehr & Peers will prepare exhibits that show the peak hour turning movement volumes and lane configurations.

Fehr & Peers will analyze cumulatively considerable project impacts to roadway, transit, bicycle, and pedestrian facilities. For significant impacts, we will propose mitigation measures to improve the level of significance. Each mitigation measure will identify the specific action necessary, responsibility for implementation, and level of significance after mitigation.

#### **Task 6: Review of Project Access and Circulation**

Fehr & Peers will conduct an in-depth analysis of project access and internal circulation for the project. This will include evaluation of the project driveways onto University Avenue and Sunset Boulevard. Specific focus will be placed on type of driveway traffic controls, need for turn lanes on University Avenue and Sunset Boulevard, potential for offset driveway alignments, sight distance considerations at project driveways, pedestrian facilities, and other factors that may create circulation challenges (e.g., trash enclosures, dead-end drive aisles, pedestrian walkways, etc.).

In addition, Fehr & Peers will prepare peak hour signal warrant analyses for up to two project driveways on University Avenue under existing plus project and cumulative plus project conditions to assess whether a traffic signal at project access points is warranted.

Fehr & Peers will summarize our recommendations in a graphic for illustrative purposes.

### **Optional Task 7: Vehicle Miles Traveled**

Fehr & Peers will coordinate with the City of Rocklin staff regarding the need for a quantitative vehicle-miles-traveled (VMT) analysis for impact assessment. If necessary, Fehr & Peers will use the City of Rocklin travel demand model to estimate the project's VMT for the following scenarios:

- Existing Plus Project
- Cumulative Plus Project

If the quantitative analysis is conducted, VMT would be the primary basis for identification of project traffic impacts. Therefore, we will estimate the project's VMT per unit for each land use and then compare that value to 85 percent of the Citywide average for each respective land use type. Should the project's VMT value exceed the 85 percent threshold, we will deem the impact significant and recommend mitigation measures. Fehr & Peers will also provide the project VMT estimates to the air quality analyst, if necessary.

If a qualitative VMT impact assessment is pursued, this scope of services presumes that City staff will conduct and defend the qualitative VMT assessment and its findings.

### **Task 8: Documentation**

Fehr & Peers will prepare a draft transportation impact study report that documents the study's inputs, methodologies, and results. The report will include pertinent technical calculations and appropriate tables and figures to support the documentation. Fehr & Peers will finalize the report after receiving one set of consolidated comments on the draft report.

### **Task 9: Meetings**

Fehr & Peers will attend up to three meetings during the course of the study. Any additional meetings would be considered additional work to be billed on a time-and-materials basis upon authorization by City of Rocklin and agreement by Fehr & Peers.

### **Items Specifically Excluded from this Scope of Work**

This scope of services presumes that the CEQA document will be a negative declaration (i.e., IS/ND) or mitigated negative declaration (i.e., IS/MND). Therefore, this scope of services does not include:

- SimTraffic analysis of any study facilities
- Safety impact assessment according to Caltrans LD-IGR guidance
- Responding to comments on a publicly circulated CEQA document

Additionally, this scope of services excludes analysis of parking supply adequacy.

### **Schedule**

Fehr & Peer will deliver a draft report summarizing their results within eight weeks of obtaining new traffic count data.

### **FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF CITY**

1. Furnish all data, maps, and other information pertinent to the scope of work which are in the City's possession and make all reasonable and good faith efforts necessary to obtain

the same from other agencies or entities known to the City. Consultant shall develop a list, to be reviewed and approved by the City, of needed or known items upon commencement of performance of the Agreement and City Shall endeavor to provide the same within the agreed-upon period stated on the list.

2. Provide names, addresses, telephone numbers of all agencies and entities deemed essential to the performance of the Agreement. Consultant shall coordinate with City on any subsequent meetings with these entities and agencies.
3. Set up and coordinate with Consultant meeting locations, schedules, timing, subjects, products and objectives of meetings with the general public, City Staff, City Planning Commission and the City Council.



## EXHIBIT B

### Fehr & Peers/Estia at Rocklin Project Transportation Impact Study (TIS)

#### FEE SCHEDULE

The City of Rocklin shall pay Consultant a fee not to exceed Fifty-One Thousand, Nine-Hundred Dollars (\$51,900.00) for services identified in Exhibit A.

Fehr & Peers is prepared to complete the tasks contained in the scope of services in Exhibit A on a time-and-materials basis for a not-to-exceed cost of \$51,900. The table below provides the calculations for this not-to-exceed cost estimate. The hourly billing rates used in this table are used for calculating the fee estimate only. Please refer to Fehr & Peers 2021-2022 billing rate schedule for actual billing rate categories.

Task	Staff Person Labor (hours & billing rates)					Total	
	Principal-in-Charge	Project Manager	Engineer/Planner	GIS/Visual Comm.	Project Coordinator		
	\$330/hr.	\$205/hr.	\$135/hr.	\$135/hr.	\$145/hr.	Hours	Cost
1: Data Collection & Existing	2	6	16	8	4	36	\$5,710
2: Project Travel Characteristics	0	4	10	4	0	18	\$2,710
3: Existing Plus Project	2	4	8	2	2	18	\$3,120
4: Existing Plus Approved	2	6	26	6	2	42	\$6,500
5: Cumulative Conditions	2	4	20	6	2	34	\$5,280
6: Site Access and Circulation	4	12	8	8	2	34	\$6,230
7: Vehicle Miles Traveled	4	8	30	0	2	44	\$7,300
8: Documentation	4	28	4	8	4	48	\$9,260
9: Meetings	2	6	6	0	0	14	\$5,710
Total Labor	22	78	128	42	18	288	\$48,810
Direct Costs (communications, travel, reproduction, etc.)							\$1,990
Traffic Counts							\$1,100
<b>Total Cost</b>							<b>\$51,900</b>

Contract for Services  
Fehr & Peers – Estia at Rocklin Project