

CONSULTANT: Matrix Consulting Group, Ltd.  
CONTACT PERSON: Richard P. Brady  
ADDRESS: 1650 Amphlett Blvd., Suite 213  
San Mateo, CA 94402  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 05-0545979 / 602-727-253  
TELEPHONE/FAX NUMBER: (650) 858-0507 / (650) 397-4050  
COUNTY DEPT: Public Works – Road Maintenance  
DEPT. CONTACT PERSON: James Parker  
TELEPHONE/FAX NUMBER: (425) 388-7541  
PROJECT: Resource Distribution Study - RM  
AMOUNT: \$58,700.00  
FUND SOURCE: Road Fund  
CONTRACT DURATION: Execution through August 31, 2022

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the “County”) and Matrix Consulting Group, Ltd., a California corporation (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is for the consultant to provide Snohomish County Public Works Road Maintenance Division a Resource Distribution Study. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 031-21SB.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon Execution (the “Effective Date”) and shall terminate on August 31, 2022. The Consultant shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than August 31, 2022, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2021, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Contractor’s compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Agreement.

c. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

d. Payment. The County’s preferred method of payment under this contract is electronic using the County’s “e-Payable” system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpaybles@snoco.org](mailto:SnocoEpaybles@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County’s e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic (“e-Payable”) payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County’s VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed **\$58,700.00** for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor’s obligations under this Agreement (the “Contractor personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial

insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: James Parker  
Title: Road Maintenance Director  
Department: Public Works  
Telephone: (425) 388-7541  
Email: james.parker@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the

Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the

Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that



wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Consultant breaches any of its obligations hereunder, and fails to cure the same within Fifteen (15) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Consultant only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon ten (10) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.



be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP or RFQ identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP, and the Contractor's response, this Agreement shall govern. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

30. Severability. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.



## Schedule A Scope of Services

The County is seeking an in-depth study of Road Maintenance (the “Division” or “RM”) to analyze the current and future distribution of resources including labor, equipment, and materials between RM District 1 and RM District 2. The goal of the study is to enable the Division to provide efficient and effective infrastructure maintenance and construction services to the residents, businesses, and visitors of Snohomish County.

### **Project Tasks**

#### **TASK 1 - DEVELOP A CURRENT STATE ASSESSMENT OF EXISTING OPERATIONS**

The project team will develop an understanding of the Division and the key issues impacting and shaping service requirements, as well as the current organizational structures, staffing allocations, and service delivery approaches currently in place. To accomplish this, the project team will interview the leadership staff within the Division including the Public Works Director and Deputy Director. Select employees within the Division will also be interviewed to gain a better understanding from all perspectives. It may also be beneficial to interview other Division directors that work closely with Road Maintenance to understand the overall operation.

Assessment focus areas:

- Adequacy of service levels, and perceived gaps in existing levels of service.
- Organizational changes which have been made in the past several years and perceptions of the impacts of these changes.
- Staffing changes in the past several years due to the economic environment or other causes.
- Goals and objectives with regard to the delivery of services in each district and in each functional area of the Division including discussion of available workload data for each Public Works service area.
- Adequacy of management systems and technology, and the extent to which the managers utilize this information to make meaningful managerial, operational, scheduling and staff allocation decisions.
- Outsourcing philosophy of the Public Works Department and discussion of any services that are currently outsourced or under consideration.
- The understanding and use of best practices in the public works industry, both in terms of incorporating of local practices employed by neighboring communities, and formal best practices promulgated by the American Public Works Association.
- The methods by which Department leadership discerns management trends and implements these to address the County’s needs.

- The current organization of services provided by the Division, including:
  - The structure, staffing levels, and functions of each unit,
  - The basic job responsibilities of staff in these functions, and
  - The budgets for the current and three prior fiscal years at a level of detail showing the authorized budget for each District.
- Documentation of all key operations, including:
  - Service scope and content,
  - Standard operating procedures in effect,
  - Record-keeping procedures,
  - How staff are scheduled and deployed,
  - How overtime is justified, used, and approved,
  - How the call-back system operates, and the frequency of call-backs,
  - Workload data,
  - Basic service levels, and
  - The extent of contracted services by type, size, cost, and methods utilized to administer and manage the contract.
- Documentation of the current technology in use, including:
  - Geographical systems,
  - Use of hand-held devices for reporting work and locations, and
  - Computerized maintenance management/asset management systems
- Documentation of management systems available, including:
  - Financial reporting and budgeting systems,
  - Organizational business processes and procedures, and
  - Performance monitoring systems.
- Infrastructure maintained and repaired by the Division. For example, the Consultant would review the CIP, and reports on pavement condition, equipment schedules, and any other condition assessments for infrastructure the is responsible for maintaining or overseeing.
- Administrative systems, including procurement, customer requests for service, approval of overtime, employee performance appraisal, budget development, and others.

Once these initial data collection activities have been completed, the project team will prepare a summary current state assessment that presents our understanding of the current organization, staffing, operations, and costs of the services provided. This will be reviewed with the Department for input and comment to ensure the Consultant has a strong understanding of the unique operating environment of the Division.

**TASK DELIVERABLE:**

- Current State Assessment of Existing Operations

## **TASK 2 – CONDUCT A “BEST MANAGEMENT PRACTICES” ASSESSMENT**

In this task, the project team will utilize “best management practices” and a comparative survey to evaluate staffing, productivity, processes, use of technology, management planning, as well as many other dimensions of organizational performance for the functions under review. To accomplish this, the team will undertake the following activities:

- **Best Practices Comparative Assessment** – The Consultant will develop a detailed list of "best management practices" for use in a diagnostic appraisal of staffing and service delivery for each service function. This diagnostic appraisal would additionally utilize recognized industry staffing benchmarks to assess current staffing allocations based upon service levels, operational practices and staffing levels appropriate for the Division.
- **Comparative Survey** – Additionally, the project team will compare organizational structure, staffing levels, key operational practices and management performance indicators with several comparative communities. The comparative survey would provide insight regarding how the County compares to other comparable organizations and identify areas for further opportunity to enhance efficiency, effectiveness of service delivery and staffing utilization.

A summary of the findings from these two efforts would be developed as an interim delivery and shared leadership and project steering committee if applicable. The results of this task will provide a strong understanding of current strengths of the organization and a listing of potential improvement opportunities for further evaluation in later tasks.

### **TASK DELIVERABLE:**

- The product of this task will be an assessment outlining how the current organization, service delivery, and staffing compare to best practices and to comparable agencies along with a summary of issues identified from this analysis.

## **TASK 3 – EVALUATE THE STAFFING, MANAGEMENT AND OPERATIONS OF ROAD MAINTENANCE**

In this work task, the project team will analyze all aspects of the staffing, work practices, service levels, organization, and management within the Division, including:

- **Evaluate the levels of maintenance service delivered by the Department.** This analysis would focus on analyzing the levels of maintenance service and assessing their adequacy and respective cost implications. The Consultant will provide recommended service level targets for each core service provided by the Division that fit the needs of the community and that are based upon national industry standards.
- **Evaluate the adequacy of work practices utilized by the Department.** This analysis will focus on the identification of opportunities to streamline internal processes and assignments as well as work practices to increase productivity and/or enhance their

effectiveness. The Consultant will focus on ensuring accountability and efficient delivery of service. Within this task, the Consultant will evaluate whether sufficient time and resources are not only allocated to core maintenance and service areas, but also if there is sufficient capacity to handle other required functions such as safety training and safety programs, outreach efforts, etc.

- **Evaluate work planning and scheduling.** This analysis would focus on systems and processes used to plan and schedule work activities. This would also include an analysis of how management systems are utilized to assign resources to functions and tasks, and to plan for their use during specific times of the year. This subtask will also include an analysis of overtime usage to determine the impacts on operations including employee impacts, service impacts and employee well-being.
- **Evaluate the management of the Department.** The project team will evaluate the extent to which managers are implementing effective asset management techniques, effective operational practices, identifying needed training for employees, and monitoring the external environment as well.
- **Evaluate productivity and staffing levels against work output guidelines.** the project team will analyze the work order system to determine the types of jobs assigned to crews, as well as the crew sizes used for the work. The staffing analysis will consider the work in each district and factors such as use of leave time, educational / training requirements, population density and growth forecasts, etc. in developing appropriate staffing level recommendations. For all staffing modifications or changes, the Consultant will provide cost impacts and, if applicable, funding sources.
- **Evaluate the Department's fleet of vehicles and equipment.** The project team will assess fleet, equipment and other resources provided to the Division for provision of services. The team will evaluate how the equipment is obtained, divided or shared in the Division, the adequacy of the equipment for the work performed and the frequency of downtime. This assessment is designed, in part, to ensure that the appropriate resources are allocated to provide required services at the appropriate level.
- **Evaluate outsourcing and insourcing opportunities.** Services provided will be evaluated for outsourcing and insourcing opportunities, recognizing that this choice has multi-faceted dimensions including cost, responsiveness, level of service guarantees, contract oversight, availability of competitors, etc.
- **Evaluate the adequacy of asset management.** Approaches to renewing and replacing infrastructure will be examined by the project team as well as the process for development of the Capital Improvement Program (CIP).
- **Evaluate the use of technology in the Department.** The degree to which automated systems are implemented and used by the Division will be evaluated, including the use of GIS, tablet devices and maintenance management systems. Cost-saving technologies will



be identified and recommended.

- **Evaluate the adequacy of administrative systems and procedures.** The project team will evaluate the Department's systems for capturing and reporting labor, materials, equipment and contractual costs in a real-time and accurate manner. Further, the Consultant will evaluate the steps in the processes to gather these data in terms of the degree of automation, any duplication of efforts, unnecessary signoffs and approvals, etc.
- **Evaluate customer service, including internal and external customers.** The systems and processes for responding to and tracking customer service requests will be evaluated along with the use of technology to facilitate customer service. During this task, the Consultant will also review the response times to service calls, and the backlog of work and complaints. The Consultant will assess the communication between functional staff, as well as the means and effectiveness of communications with residents and with other departmental staff to assess credibility and reputation.

At the conclusion of this task, the Consultant will have evaluated the Road Maintenance Division in the areas of work and operational practices, service levels, technology implementation, workflows and work activities to identify improvement opportunities. In conjunction with interviews, data collection and observations, the project team will, at this juncture, be able to evaluate the efficiency of performance of current tasks, and where modifications to current systems, processes and staffing levels are required.

#### TASK DELIVERABLE:

- The product of this task will be a summary of improvement opportunities and proposed adjustments in staffing, work practices, service levels, outsourcing and insourcing services, customer service, and operations of the Division.

#### **TASK 4 – EVALUATE ORGANIZATIONAL STRUCTURE OF THE ROAD MAINTENANCE DIVISION.**

In this task, the project team will evaluate the plan of organization by using several principles in the evaluation of organizational structure, including:

- Organizational structure accountability
- service delivery
- alternatives to enhance service delivery efficiency or effectiveness
- Current distribution and efficiency/effectiveness of staffing between Districts
- Communication and coordination
- Career development opportunities, training, recruitment, and retention
- cycle times, user friendliness, performance management, quality control, and consistency

Where appropriate, and as noted in the previous task, the Consultant would also compare the overall organizational structure to that seen in other comparable maintenance operations to

identify potential alternative organizational structures for consideration.

**TASK DELIVERABLE:**

- The product of this task will be an organizational staffing optimization plan that promotes accountability, communication and efficient workflow within Road Maintenance Districts 1 and 2.

**TASK 5 – PREPARE A FINAL REPORT AND PROVIDE PLANS FOR IMPLEMENTING IMPROVEMENT OPPORTUNITIES.**

Once the work tasks noted above have been completed, the Consultant will discuss their analysis, findings, and conclusions with leadership and develop a draft and final report. The draft report will be reviewed by the County for input and comment. The draft and final reports will contain the following elements:

- An executive summary that provides all recommendations, associated costs and cost savings, and priority of implementation.
- A detailed organizational staffing optimization plan including the distribution of labor, equipment, and materials resources.
- A detailed analysis of each identified improvement opportunity.
- A near-term and build-out transition plan and strategy for implementing the optimization plan including an implementation plan for each improvement opportunity recommended.

Once the designated leadership team has reviewed the draft report and implementation plan, and provided input, the Consultant will develop the final report. The Consultant will present the findings to the County Council or designated board at a scheduled meeting or workshop.

**TASK DELIVERABLE:**

- The product of this task would be the draft and final reports which would be reviewed by the County presented in whatever forum is desired.

Schedule B  
Compensation

The services outlined in the scope of work would be conducted, at the hourly rates listed below, not-to-exceed a total of **\$58,700**. The following budget shows the estimated hours and allocation by consultant level for each task. While some variation in allocation of hours will likely occur during the project, the Consultant commits to completing the engagement in an amount not to exceed \$58,700. The only factors that would impact pricing is if the County requests additional services not outlined in the scope and provides direction through a amendment to conduct additional work.

	Project Manager	Senior Analyst	Analyst	Data/GIS Analyst	Totals
<b>1. Current State Assessment</b>	8	32	24	4	68
<b>2. Best Practices/Comparative</b>	4	32	24	8	68
<b>3. Operational/Staffing Assessment</b>	8	40	24	24	96
<b>4. Organizational Structure</b>	4	20	16	0	40
<b>5. Draft/Final Report</b>	8	40	16	0	64
<b>Total Hours</b>	<b>32</b>	<b>164</b>	<b>104</b>	<b>36</b>	<b>336</b>
<b>Hourly Rate</b>	<b>\$ 200</b>	<b>\$ 175</b>	<b>\$ 150</b>	<b>\$ 100</b>	
<b>Total Professional Fees</b>	<b>\$ 6,400</b>	<b>\$ 28,700</b>	<b>\$ 15,600</b>	<b>\$ 3,600</b>	<b>\$ 54,300</b>
<b>Project Expenses</b>					<b>\$ 4,400</b>
<b>Total Project Cost</b>					<b>\$ 58,700</b>

Schedule B-2  
Compensation – Fee Schedule

**Consultant: Matrix Consulting Group, Ltd.      Project: Road Maintenance Resource Distribution Study**

Position Classification	Hourly Rate	Overhead @0.00%	Profit @0.00%	Max Rate Per Hour
Project Manager	\$0.00	\$0.00	\$0.00	\$200.00
Senior Analyst	\$0.00	\$0.00	\$0.00	\$175.00
Analyst	\$0.00	\$0.00	\$0.00	\$150.00
Data GIS Analyst	\$0.00	\$0.00	\$0.00	\$100.00

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. The max rate per hour listed above are the maximum rates payable under this Agreement. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Schedule C  
Expenses

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Postage/Courier	At Cost
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.