



Board of County Commissioners - Staff Report

Meeting Date: March 19, 2019

Presenter: Amy Ramage

Submitting Dept: Public Works

Subject: Consideration of a contract with Cambridge

Systematics, Inc. for maintenance, operation and technical support of the Teton County Travel Demand Model

Statement / Purpose: To consider a contract with Cambridge Systematics for operation, maintenance and technical support of the recently completed Travel Demand Model.

Background / Description (Pros & Cons): The Teton County Travel Demand model project was completed in January 2019. Cambridge Systematics was selected through an RFP process to prepare this model in 2017 and have delivered the project on budget. Originally the intent was to have Cambridge deliver a finished product that would be operated by staff. As the project developed, we realized that staff does not have the technical ability or bandwidth capacity to efficiently operate the TransCAD software necessary for operation of the travel model. Therefore, we are proposing to utilize Cambridge Systematics, the developers of the model, to provide this service on an “on call” basis. Each call for service will be outlined in an individual written task order administered by staff. Given the consultant’s familiarity as the developers of the model, they will be much more efficient at this in the near term. There is also a significant software cost savings in the near term since we would not need to purchase the software.

The term is outlined as one year from the date of execution and may be extended at the County’s option. Any time extension will be brought before the Board. At that time, staff will reconsider if operating the model “in house” is feasible.

Stakeholder Analysis & Involvement: The Town of Jackson and WYDOT were both involved in the development of the model and will continue to be involved in the application and operation of the model.

Fiscal Impact: Not to exceed \$30,000, billed on a time and materials basis. Hourly rates for personnel are defined in the description of services and range from \$131 to \$221. Adequate funds are available in County Engineer budget line item 10-4-008-350-001 for Professional Charter in both FY19 and requested in FY20. This project will span FY19-FY20.

Staff Impact: Staff will work with the consultant and will coordinate necessary model operation and maintenance tasks. Model output will be extremely useful for staff in transportation project planning.

Legal Review: Gingery

Staff Input / Recommendation: Staff recommends approval of the contract with Cambridge Systematics.

Attachments: Consulting agreement and description of services

Suggested Motion: I move to approve the contract with Cambridge Systematics, Inc. for maintenance and operation of the Teton County Travel Demand Model.

CONSULTING AGREEMENT

This Agreement is made by and between Teton County, Wyoming, a duly organized county of the State of Wyoming, P.O. Box 3594, Jackson, Wyoming 83001 (hereinafter "Client"), and Cambridge Systematics, Inc., with offices at 101 Station Landing, Suite 410, Medford, MA 02155 (hereinafter "CS" or "Consultant") with reference to the following:

WHEREAS, Consultant is engaged in the business of rendering transportation consulting services; and

WHEREAS, in connection therewith, Client wishes to retain Consultant to perform work on an on-call, as-needed basis; and

WHEREAS, Consultant is willing and able to render said services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Consultant's Services. Consultant agrees to render services to Client on an as needed basis in accordance with the general description of services set forth in the Statement of Work attached hereto as Exhibit 1 and incorporated by reference. Work shall be performed pursuant to written authorization from Client, and will be negotiated in subsequent Task Orders.
2.
 - a. Compensation. In consideration of the services set forth in Exhibit 1, Client shall pay Consultant in accordance with the budget and payment terms to be negotiated in subsequent Task Orders.
 - b. Additional Compensation.
 - i. Consultant may be entitled to an adjustment in compensation in the event that changes are made to the scope of work or level of effort as further set forth in paragraph 6 herein.
 - ii. Client further agrees that in the event that the Consultant is required to provide documents, assistance or testimony in response to claims, demands or actions by third parties in connection with this project, Consultant shall be compensated for its professional fees, costs and associated expenses. This includes, without limitation, any assistance required by the Client relative to any claims made or any actions brought in connection with the project. The foregoing is intended to apply to third party claims, demands or actions that arise from or relate to the Client's project.
 - c. Manner of Payment. Once each month during the term hereof, Consultant shall prepare and submit to the Client an invoice together with such supporting

documentation as may be reasonably required by Client. Invoices shall be based on percent complete. Client shall pay Consultant within thirty (30) days after receipt of the invoice and any required supporting documentation. More specific invoicing and payment terms will be set forth in each individual Task Order.

3. a. Status as Independent Contractors. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement. Consultant shall act as an independent contractor, and neither party shall have the power to act for or bind the other party except as expressly provided for herein.

b. Ineligible for Employee Benefits. Consultant shall not be eligible for any benefit available to employees of Client, including, but not limited to, workers compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, savings plans and the like.

4. Term. This Agreement shall be effective as of the date of execution ("Effective Date") and shall continue in effect for one year after the Effective Date. This Agreement may be extended, at Client's option. In the event Client elects to extend this Agreement, the parties will execute a time extension to this Agreement.

5. Termination. Client shall have the right to terminate this Agreement for convenience upon thirty (30) days' written notice to Consultant. Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within thirty (30) days of receipt of a written notice from the non-defaulting party specifying such default unless otherwise agreed in writing. Client shall compensate Consultant for work performed up to the effective date of the termination based on the percent complete.

6. Changes. If any change in the scope of work causes an adjustment in the Consultant's cost of, or time required for, the performance of any part of the work pursuant to this Agreement, the parties shall negotiate an equitable adjustment to the compensation payable hereunder, and this Agreement shall be modified in writing accordingly.

7. Standard of Performance. Consultant agrees to perform the services required hereunder in accordance with the standards of the profession, and to devote such time as is necessary to perform the services required under this Agreement.

8. Conflicts of Interest. Consultant represents that (i) the work hereunder will not create an actual or apparent conflict of interest with any other work it is performing, and (ii) Consultant is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement.

9. Confidential Information. All data and information provided to Consultant by CLIENT is considered proprietary, privileged and confidential. Consultant agrees not to divulge or publicize in any manner any such data or information which is received from CLIENT, or which is obtained as a result of Consultant's work under this contract unless (1) it was known to Consultant prior to being divulged by CLIENT; (2) it was provided to Consultant by a third party not in breach of any obligation to CLIENT or any other party (3) it was independently developed by Consultant; or (4) Consultant is ordered to divulge the information by a court of competent jurisdiction and has promptly advised CLIENT of such order. Consultant agrees to protect such data and information from unauthorized use and disclosure and to refrain from using such data and information for any purpose other than that for which it was furnished. Consultant shall use at least the same degree of care in protecting CLIENT confidential and proprietary information that it would use in protecting its own confidential and proprietary information. The restrictions set forth in this paragraph shall continue to remain in effect for one year after the expiration of the period of performance hereunder. Consultant may retain a copy of the confidential information for archival purposes only.

10. Work Product. Client agrees that all new materials first developed hereunder by Consultant shall become property of Client. Client agrees that Consultant's pre-existing materials and underlying methodologies and intellectual property remain the property of Consultant. Nothing herein shall prevent the Consultant from marketing, developing, using and performing services or products similar to or competitive with the services and products furnished under this Agreement to the extent that such services and products do not include confidential information of the Client.

11. Insurance. Consultant shall be solely responsible for obtaining workers compensation insurance for its employees and agents and such other insurance as may be required by applicable laws. Consultant agrees to carry, for the term of this Agreement, the following insurance in the amounts indicated:

| | | | |
|------------------------------|-------------|-----------|-------------|
| Professional Liability | \$1,000,000 | | |
| Commercial General Liability | \$1,000,000 | per | occurrence/ |
| | \$2,000,000 | aggregate | |
| Automobile Liability | \$1,000,000 | | |

Upon request of the Client, Consultant shall furnish certificates evidencing any and all such insurance.

12. Liability. Client agrees that Consultant's total aggregate limit of liability hereunder (whether by contract, statute, in tort or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed a total of the fees paid under this Agreement. Client further agrees that Consultant shall not be liable to Client for

any indirect, incidental, special or consequential damages, any lost profits or any claim or demand, arising out of or in connection with this Agreement even if Consultant has been advised of the possibility of such damages. No action, regardless of form (whether statutory, contract, in tort or otherwise), arising out of the transaction under this Agreement, may be brought by either party more than one year after the cause of action has accrued.

13. Miscellaneous.

a. Attorneys' Fees. In the event that suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of the costs of suit, and not as damages, reasonable attorneys' fees to be fixed by the Court.

b. Waiver, Modification and Amendment. No provision of this Agreement may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision. This Agreement may be modified or amended only by a written agreement executed by all of the parties hereto.

c. Governing Law. This Agreement shall be governed and construed in accordance with the laws of Massachusetts.

d. Assignment; Subcontracting. Neither this Agreement nor any duties or obligations hereunder may be assigned, transferred, or subcontracted by Consultant without the prior written approval of the Client.

e. Notices.

- i. All notices under this Agreement shall be in writing and shall be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

Cambridge Systematics, Inc.
115 S. LaSalle Street, Suite 2200
Chicago, Illinois 60603

Attn: Nick Caccamo

Teton County Public Works Department
P.O. Box 3594
Jackson, WY 83001
(307) 733-3317

Attn: Amy Ramage aramage@tetoncountywy.gov

ii. All notices shall be deemed given when received. No objection may be made to the manner of delivery of any notice actually received in writing by an authorized agent of a party.

f. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

g. Benefit. This Agreement is exclusively for the benefit of the parties hereto and may not be enforced by any person or entity other than the parties hereto, their respective successors and permitted assigns.

h. Captions. Captions are for informational purposes only and are not intended to replace contents of paragraphs that are captioned.

i. Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives this ____ day of _____, 2019.

Cambridge Systematics, Inc.

101 Station Landing
Suite 410
Medford, MA 02155

Telephone 781-539-6700
Fax 781-539-6701

Teton County

P.O. Box 3594
Jackson, WY 83001

307 733-3317

By _____

Natalia Macker, Chair
Teton County Board of County Commissioners

Title _____

Attest:

Sherry Daigle, Teton County Clerk

EXHIBIT 1

GENERAL DESCRIPTION OF SERVICES

Cambridge Systematics, Inc. will provide On-Call Modeling and Technical Assistance to Teton County and the Town of Jackson. The purpose of this support will be to assist the town and county on an as-needed basis to complete various Travel Demand Modeling and application and maintenance activities. Cambridge Systematics will work with town and county staff to gain a clear understanding of each proposed project and provide the qualified personnel necessary to complete assignments.

The work to be performed will include but not be limited to the tasks outlined below.

- **Travel Demand Forecasting.** CS will run the travel demand model under base or forecast year conditions. Tasks may include modifying network or socioeconomic input assumptions, comparing model results for multiple possible scenarios, performing select link and/or select node analysis, summarizing and communicating model outputs, and working with staff to interpret travel model results.
- **Subarea and Intersection Analysis.** These tasks will involve extracting detailed data from the travel model to support simulation exercises and intersection analysis. Subarea extraction tasks may include extracting origin-destination data from the model for a specified corridor or subarea, often to support interaction with a simulation tool. Intersection analysis may include extracting turning movement data from the travel model and post processing model outputs based on available intersection turning movement count data.
- **Travel Demand Model Development and Enhancement.** The travel model may need to be updated based on changes in base year conditions, forecast year assumptions, or planning and policy needs. CS will be available to make updates to the travel model as needed.
- **Meetings and Public Communication.** CS will be available to attend meetings with staff, the TAC, elected officials, or the public. Depending on specific needs, meetings may be held by phone, webconference with screen sharing, or in-person.
- **Training.** CS can provide technical training on use of the TransCAD software, use of the Teton County Travel Model, and on interpretation and use of model results. Training may be conducted either via webconference or in person, depending on specific needs.

Cambridge Systematics will perform work on a time and materials basis for a total cost not to

exceed \$30,000. Prior to commencement of work on any individual task, CS will work with Teton County and/or Town of Jackson staff to develop a task scope and budget. Work will commence upon written authorization from the client project manager. Hourly rates for proposed staff are shown in the table below. CS may add additional staff at current rates upon approval from the client project manager. Rates are subject to revisions annually on February 1st.

| Name | Hourly Rate |
|----------------|--------------------|
| Sean McAtee | 221.42 |
| Michelle Bina | 175.39 |
| Mathew Trostle | 131.40 |
| Zeina Wafa | 141.95 |
| Haiyun Lin | 139.61 |
| Jason Lemp | 192.67 |