

# Keith Higgins

## Traffic Engineer

January 29, 2019

Erik Martin, Rodeo Director  
Gilroy Rodeo  
P.O. Box 1148  
Gilroy, CA., 95021

Re: Gilroy Rodeo Traffic Study Proposal, Santa Clara County, CA

Dear Erik,

As you requested, this is a proposal to prepare a Traffic Study for the proposed Use Permit for the Gilroy Rodeo. The following scope of work is based on discussions with you review of Santa Clara County Planning Department comments transmitted to you in and email dated January 22, 2019.

### A. Project Description

The Gilroy Rodeo Grounds are located on 62.5 acres at 7955 Ferguson Road, on the northwest corner of the Ferguson Road/Dunlap Road-Godfrey Road intersection east of the City of Gilroy in the unincorporated area of Santa Clara County.

Activities at the project will include:

1. Large Events - These Events would include Rodeos, and Agricultural or Equestrian Spectator Events. The maximum number of spectators would be 7,500 per performance or day. Contestants would total about 500 per performance or day. Volunteers would total about 300 per day. A maximum of three 3-day events would be held per year, primarily between May and December. Event hours would be from 8am to 11pm.
2. Medium Events - These events would include large Jackpots and shows without the large spectator draw. The maximum number of spectators and contestant would be 2,500 per day. A total of 100 volunteers would attend per day. A maximum of five 3-day events would be held per year, primarily between May and December. Event hours would be from 8am to 11pm.
3. Daily Activities - Practice roping, penning, sorting, drill teams, barrel racing, etc., will be conducted throughout the year. A total of less than 100 persons are expected each day. In addition, up to five staff members will be on the site each day. The hours of operation will be 7am to 10pm, 7 days per week. *\* THESE WOULD BE PRIVATE RANCH ACTIVITIES FOR FRIENDS + FAMILY*

### B. Scope of Work

The study will include the following tasks.

---

Erik Martin  
January 29, 2019

### **1. Project Management**

This task includes project planning and tracking, correspondence with project team members and public agency staff, resource allocation, etc.

### **2. Sight Distance Evaluation**

A sight distance analysis will be prepared of the project driveway intersections with Ferguson Road and Dunlap Road. The methodology will conform with Caltrans Highway Design manual criteria.

### **3. Large and Medium Events (Special Event) Traffic Operations**

The large events would occur on an infrequent basis. The special events will be very infrequent and will require special event traffic control, generally including sworn traffic enforcement like what you provided at the 2018 Gilroy Rodeo. Gilroy Rodeo has already prepared temporary traffic control plans (TCP) in consultation with a registered Traffic Engineer, California Highway Patrol and professional law enforcement. The TCP will be reviewed and discussed with representatives of Gilroy Rodeo, including the preparers of the current plan. Recommended modifications or enhancements will be made if necessary and incorporated into the plan by the original plan preparers. The resulting plan will be included and discussed.

### **4. Daily Activities Traffic Evaluation**

The average daily attendees at the site per day is assumed to be 80, with an average of 1.2 persons per vehicle. Attendees would be spread throughout the day and evening. This would equate to about 130 daily trips with about 20 trips in the project peak hour. Traffic would be distributed to Ferguson Road and Holsclaw Road. Neither road would experience more than about 15 trips per hour. This would have no effect on nearby roadway or intersection operations. This will be discussed qualitatively based on visual observations of traffic in the project vicinity. No quantitative analysis is necessary.

### **5. Documentation**

An Internal Draft report providing the findings and conclusions of this analysis will be submitted to you for review. Comments received from you on the Administrative Draft report will be incorporated into a Final Draft report for submittal to the County of Santa Clara. Responses to comments from the City and County will also be provided.

### **Not Included**

Not included in the "Scope of Work" are any additional analyses beyond what are specifically outlined above and attendance at meetings or public hearings.

### **B. Budget**

I will perform all the work myself, which will be donated to the Gilroy Rodeo.

### **C. Agreement Terms**

Erik Martin  
January 29, 2019

Terms of this agreement are described in the "Consulting General Terms and Conditions" (Attachment A)).

If you have any questions regarding the contents of this proposal or need additional information, please do not hesitate to contact me at your convenience. Thank you for the opportunity to assist you with this project.

Respectfully submitted,

*Keith Higgins*

Keith B. Higgins, PE, TE

Enclosures

Accepted: \_\_\_\_\_



Name: \_\_\_\_\_

ERIK MARTIN

Organization: \_\_\_\_\_

GILROY RODEO

Address: \_\_\_\_\_

7955 FERGUSON RD (P.O. BOX 1148)

GILROY, CA

95020

Phone: \_\_\_\_\_

831-596-4199

Email: \_\_\_\_\_

info@gilroyrodeo.com

## **ATTACHMENT A**

### **Consulting General Terms and Conditions**

The professional services performed by Consultant will be on a basis which is consistent with that reasonable standard of care and skill ordinarily used by members of the consultant's profession practicing under similar conditions. Both Consultant and Client agree to act reasonably, professionally and in good faith in all respects in connection with these terms and conditions and any resulting Agreement.

It is anticipated that results will meet objectives sought and accordingly all services will be assigned to professional personnel having the required skills, experience and competence. It is noted however that Consultant does not warrant nor guarantee any specific outcomes or results. All resulting reports, memoranda, commentary, opinions, recommendations or any other Consultant work product ("Deliverables") prepared by Consultant will be consistent with Consultant's standard of care and based upon information made available to Consultant by Client which Consultant is permitted to reasonably rely upon as accurate without independent verification. Consultant's ability to execute the services required is dependent upon experience in providing similar services to others and Consultant expects to continue such services in the future. Consultant will, however, preserve the confidentiality of any proprietary information received from Client or developed under this agreement.

Neither party will use the name of the other for advertising or promotional purposes without prior permission in writing. Deliverables resulting from this assignment are not to be reviewed or used in whole or in part outside of Client's organization without Consultant's written consent, provided, should Consultant provide its consent, then as an express condition thereto any such third party reviewing or using such Deliverables shall be required to (i) waive, release indemnify, defend and hold Consultant harmless from any losses, claims, costs, liabilities, expenses or damages of any kind it may have arising in whole or in part from any such Deliverables or its review or use thereof and (ii) hold in strictest confidence any such Deliverables or other such information received from Client resulting in whole or in part from the services provided by Consultant hereunder. In that regard, Client shall further, as a condition to any such release, secure from any such third party an executed report release agreement between Consultant and any such third party, in a form satisfactory to Consultant which will include the concepts set forth in the prior sentence. For greater certainty and without limitation, Deliverables resulting from this assignment are not to be referred to or quoted in whole or in part, in any registration statement, prospectus, fairness opinion public filing, loan agreement or any other document without the prior written consent of and subject to the subsequent review of such documents at the option of Consultant.

If Consultant is impacted in whole or in part by any event of force majeure including without limitation any act of God, war, riot, terrorism, epidemic, disease, or other health risk, severe labor dispute or shortage, change in law or market conditions, weather, flood, strike, civil commotion, riot or unrest, fire, or any other event or cause beyond the reasonable control of Consultant, then Consultant shall be relieved of its obligations hereunder to the extent of such impact and shall be entitled to an equitable adjustment of the Agreement. Notwithstanding and superseding anything in these terms and conditions and any resulting agreement to the contrary, Consultant's maximum aggregate liability for any and all losses, claims, costs, liabilities, expenses or damages ("Losses") arising in whole or in part out of these terms and conditions, any related agreement, or Consultant's services or Client's use of the results of Consultant's services (including any Deliverables being released to any third party) will be limited to ten (10%) percent of the amount actually paid to Consultant by Client for the professional services rendered under these terms and conditions and any related agreement (the "Limited Amount"). Client will indemnify, defend and hold Consultant harmless from and against any and all Losses of whatever nature, alleged, arising or resulting, from claims against Consultant by third parties, or where such claims arise in whole or in part out of Consultant's services, Client's use of the results of Consultant's services, or any Deliverables, or claims or Losses Client may have which are in excess of Consultant's Limited Amount, provided this indemnification shall not apply should a final judicial decision result in a finding of fraud or willful misconduct against Consultant. Consultant further shall have no liability for indirect, consequential, incidental special, delay, economic loss, loss of use, lost profits, business interruption or punitive or liquidated damages or losses of any kind.

Invoices shall be submitted monthly by Consultant to the Client. Payment shall be made by the Client within thirty (30) days of its receipt of the invoice. The Client shall promptly review Consultant's invoices and if the Client disputes any amounts invoiced the Client shall give prompt written notice thereof, including the item or items disputed and the basis for the dispute. The Client shall in any event pay all amounts invoiced that the Client does not dispute as provided herein. Invoiced amounts not paid within thirty (30) days of their issuance shall bear interest at the maximum amount permissible by law.

The compensation for Consultant's services has been agreed to in anticipation of the orderly and continuous progress of the Project through completion. If there are material modifications or changes in the extent of the Project or in the time required for Consultant's services, its compensation and time of performance shall be equitably adjusted.

Either party may terminate this agreement upon reasonable notice. In such event Consultant shall be reimbursed for professional services rendered and all expenses incurred to the date of or as a result of the termination. These terms and conditions and any agreement related thereto shall be governed by the laws of the jurisdiction in which Consultant's head contracting office is located ("Jurisdiction"). Any disputes between the parties will be resolved by binding arbitration in accordance with those rules promulgated by the American Arbitration Association. The arbitration shall take place in the capital city of the Jurisdiction and will be conducted in the English language.