

AGREEMENT TO PERFORM TRAFFIC ENGINEERING SERVICES

This agreement for the provision of engineering services for the City of Redlands ("Agreement") is made and entered into this 2nd day of May, 2012 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Kunzman Associates, Inc. ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant for the preparation of a traffic engineering study (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 - SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, the Americans with Disabilities Act, the Fair Employment and Housing Act and prevailing wage laws.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Mr. Chris Diggs as the City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform the Services in a prompt and diligent manner and complete the Services within fifteen (15) calendar days after the Effective Date of this Agreement.

ARTICLE 5 - PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount of Four Thousand Dollars (\$4,000.00). City shall pay Consultant on a time and materials basis based upon the hourly rates shown in Exhibit "B," entitled "Rate Schedule," which is attached hereto and incorporated herein by this reference.

- 5.2 Consultant shall submit an invoice to City describing the Services performed upon completion of the Services. Consultant's invoice shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Chris Diggs
Municipal Utilities and Engineering Dept.
City of Redlands
35 Cajon Street, Suite 15A
PO Box 3005 (mailing)
Redlands, CA 92373

Consultant

Mr. Carl Ballard
Principal Associate
Kunzman Associates, Inc.
1111 Town & Country Road, Suite 34
Orange, CA 92868

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.3.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days' prior written notice to City, except for ten (10) days notice for cancellation due to non-payment of premium.
- 6.2 Consultant shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "C," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.
- 6.3 Consultant shall secure and maintain in force throughout the term of this Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. Such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City. Certificates of insurance shall be delivered to City prior to commencement of the Services.

- 6.4 Consultant shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and a certificate of insurance and endorsement shall be delivered to City prior to commencement of the services. Such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.5 Consultant shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act, omission or failure to act by Consultant, its officers, employees and agents in performing the Services

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
- A. Does not make or participate in:
- (i) the making of any City decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorizations or entitlements;
 - (iii) authorizing the City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) granting City approval to a plan, design, report, study or similar item;
 - (vi) adopting, or granting City approval of, policies, standards or guidelines for City or for any subdivision thereof.
- B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City

that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

- 7.3 In the event City officially determines that Consultant must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests. Consultant shall file the subject Form 700 with the City Clerk's office pursuant to the written instructions provided by the Office of the City Clerk.

ARTICLE 8 - GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.
- 8.4 Termination. Unless earlier terminated as hereinafter provided, this Agreement shall terminate upon completion and acceptance of the Services by City. This Agreement may be terminated by City upon two (2) calendar days prior written notice. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the

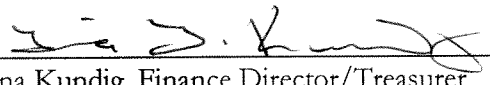
office of Consultant.

- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of the City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

KUNZMAN ASSOCIATES, INC.

By: 
Tina Kundig, Finance Director/Treasurer

By: 
Carl Ballard, Principal Associate

Attest:

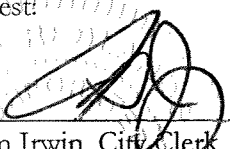

Sam Irwin, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The following technical approach and scope of work was submitted by Consultant to City and is the Scope of Services for this Project.

INTRODUCTION

The firm of Kunzman Associates, Inc. is pleased to submit this proposed agreement to provide professional engineering services for a focused traffic analysis for the Redlands High School Traffic Calming Scenarios project in the City of Redlands. This proposal outlines a scope of work based on the information provided by you and our understanding of the requirements of this traffic impact analysis.

The analysis will include the two scenarios:

- The proposed striping plan for reducing travel lanes from two to one lane along the frontage of Redlands High School as shown with stop signs at Central.
- The proposed striping plan as shown with no stop signs at Central.

SCOPE OF WORK

The following scope of work is anticipated to be required for the traffic impact analysis for the project.

1. Determine Scope of Traffic Impact Analysis With Governmental Agency

- Assess adjacent roadway general plan classifications, intersection spacing criteria, and driveway spacing criteria.
- Determine the study area, including intersections to be analyzed.
- Prepare a proposed scoping agreement/memorandum of understanding for the traffic impact analysis, including assumptions and methodology, for governmental agency approval.
- Interact with governmental agency staff and finalize traffic impact analysis scoping agreement/memorandum of understanding as needed.

2. Inventory Existing Roadway Conditions and Collect Existing Peak Hour Intersection Turning Movement Volume Data

- Procure peak hour intersection turning movement counts at up to four (4) study area intersections as necessary.
- Obtain up to three (3) 24-hour two-way roadway link counts as necessary.
- Conduct a field inventory of (1) intersection traffic control devices, (2) intersection approach lanes, and (3) roadway link through travel lanes for study area.

3. Determine Existing Plus Project Traffic Volumes

- Re-assign existing traffic volumes.
- Calculate existing plus project peak hour intersection turning movement traffic volumes at study area intersections.
- Calculate existing plus project daily traffic volumes on study area roadway links.

4. Determine Cumulative Traffic Volumes for Project Opening Year, Without Project

- Determine traffic generation and traffic distribution for other development projects based upon the East Valley Traffic Model.
- Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections without project traffic.
- Calculate cumulative future daily traffic volumes on study area roadway links without project traffic.

5. Determine Cumulative Traffic Volumes for Project Opening Year, With Project

- Calculate cumulative future peak hour intersection turning movement traffic volumes at study area intersections with project traffic.
- Calculate cumulative future daily traffic volumes on study area roadway links with project traffic.

6. Determine Cumulative Traffic Volumes for General Plan Buildout Conditions, Without Project

- Calculate buildout future peak hour intersection turning movement traffic volumes at study area intersections without project traffic.
- Calculate buildout future daily traffic volumes on study area roadway links without project traffic.

7. Determine Cumulative Traffic Volumes for General Plan Buildout Conditions, With Project

- Calculate buildout future peak hour intersection turning movement traffic volumes at study area intersections with project traffic.
- Calculate buildout future daily traffic volumes on study area roadway links with project traffic.

8. Prepare Traffic Impact Analysis

- Analyze existing intersection performance based on the Highway Capacity Manual delay methodologies.
- Analyze existing plus project traffic volumes to determine intersection operation performance.
- Determine traffic improvements needed to serve the above traffic scenario.
- Analyze cumulative future traffic volumes to determine intersection operation performance without project traffic.
- Determine traffic improvements needed to serve the above traffic scenario without project traffic.
- Analyze cumulative future traffic volumes to determine intersection operation performance with project traffic.
- Determine traffic improvements needed to serve the above traffic scenario with project traffic.
- Analyze buildout future traffic volumes to determine intersection operation performance without project traffic.
- Determine traffic improvements needed to serve the above traffic scenario without project traffic.
- Analyze buildout future traffic volumes to determine intersection operation performance with project traffic.

- Determine traffic improvements needed to serve the above traffic scenario with project traffic.
- Review funding sources for study area circulation improvements, including funded improvements.
- Prepare a draft traffic impact analysis report that incorporates findings and all supporting calculations and assumptions.

RESPONSES TO COMMENTS

Review one set of governmental agency comments, whether verbal or written, and revise draft traffic impact analysis (if necessary).

MEETING ATTENDANCE

The proposed fee does not include attendance at public hearings/meetings, which may be required to secure approval of the project. If these are required and requested, attendance at follow-up meetings or hearings will be billed on a time-and-material basis.

COPIES OF REPORT

Two copies (one bound and one PDF for the client's use) of the traffic impact analysis will be prepared and submitted to the client.

TIME SCHEDULE

It is estimated that the traffic impact analysis will take approximately 15 working days to complete from the date of authorization, and date of receipt of data essential for the study. Additionally, any delays resulting from circumstances beyond our control such as, but not limited to, illness, equipment malfunction, weather, or employee departure, shall extend the time schedule.

EXHIBIT "B"
RATE SCHEDULE

<u>Classification</u>	<u>Billing Rate</u>
Principal	\$150.00
Principal Associate	\$125.00
Senior Associate	\$125.00
Associate	\$100.00
Junior Associate	\$ 75.00
Technician	\$ 40.00
Secretary	\$ 40.00

EXHIBIT "C"

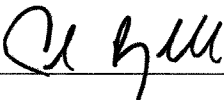
WORKERS' COMPENSATION INSURANCE CERTIFICATION TO PERFORM TRAFFIC ENGINEERING SERVICES

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

Kunzman Associates, Inc.

By: 
Mr. Carl Ballard, Principal Associate

5/1/12
Date: