

AGREEMENT TO FURNISH CONSULTING SERVICES

FOR

ROSSMONT DRIVE TRAFFIC STUDY

This AGREEMENT is made and entered into this 23rd day of May, 1989,

by and between

City of Redlands Engineering
Services Department, herein-
after referred to as "OWNER."

and

ASL Consulting Engineers
hereinafter referred to as
"ENGINEER."

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties do hereby agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER

- 1.1 The OWNER hereby engages the ENGINEER and the ENGINEER hereby accepts the engagement to perform engineering services in connection with the Rossmont Drive Traffic Study, hereinafter referred to as "PROJECT."
- 1.2 All work under this AGREEMENT shall be done in a professional manner, and ENGINEER represents that he is skilled in the professional expertise necessary to provide high quality services under this AGREEMENT.
- 1.3 The ENGINEER shall be responsible, to the level of competency presently maintained by other practicing professional engineers performing the same type of work for the professional and technical soundness, accuracy and adequacy of all studies, designs, drawings, specifications, and other work and materials furnished under this AGREEMENT.

ARTICLE 2 - SERVICES OF THE ENGINEER

- 2.1 The ENGINEER will perform the services in connection with the PROJECT as defined in Attachment A, Scope of Work.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

- 3.1 The OWNER will place at the disposal of the ENGINEER all available information pertinent to the PROJECT, including previous reports and any other relative data.
- 3.2 The OWNER will provide access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this AGREEMENT.
- 3.3 The OWNER will provide all environmental assessments or impact reports required for this project.
- 3.4 The OWNER will designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to the work covered by this AGREEMENT.
- 3.5 The OWNER will provide standard mylar sheets, as necessary.

ARTICLE 4 - PERIOD OF SERVICE

- 4.1 The ENGINEER shall proceed with the engineering services set forth in Article 2 in accordance with the schedule defined in Attachment B.
- 4.2 The ENGINEER shall proceed with the services under this AGREEMENT promptly and will prosecute them diligently.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For the services performed under Article 2, OWNER will pay the ENGINEER on a time and materials basis at the hourly rates shown in Attachment C, Rate Schedule. The manhour estimates and total budgets are shown on Attachment D, Fee Proposal.
- 5.2 Payment for additional services requested by the OWNER will be in accordance with a separately negotiated fee or in accordance with the hourly fees shown in Attachment C, Rate Schedule.
- 5.3 ENGINEER agrees that at the point 75-percent of budgeted costs have been expended for each scope of the PROJECT, the ENGINEER will notify the OWNER in writing, including a brief report on job status, percent complete, analysis of budget, and envisioned expenses to complete the contractual effort. Budgets shall not be exceeded except if previously approved by OWNER.

- 5.4 The ENGINEER shall bill the OWNER within ten days following the close of each month by submitting an invoice indicating the work performed, who performed the work, and the detailed cost of all work including backup material, if requested.

Payments by OWNER to ENGINEER shall be made within 30 days after receipt and approval of ENGINEER'S invoice, by warrant payable to ASL Consulting Engineers.

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

TO OWNER:

CITY OF REDLANDS
Engineering Services Dept.
P. O. Box 3005
30 Cajon Street
Redlands CA 92373

TO ENGINEER:

ASL Consulting Engineers
10350 Commerce Center Drive
Suite 180
Rancho Cucamonga CA 91730

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given, by giving notice pursuant to this paragraph.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 ENGINEER shall maintain worker's compensation insurance and, in addition shall maintain insurance to protect OWNER from claims for damage due to bodily injury, personal injury, or death and claims for injury to or destruction of tangible property while performing the services covered by this AGREEMENT. Said public liability and property damage insurance shall be in a minimum combined single limit of \$1,000,000 per occurrence. The OWNER shall be named as additional insured on insurance coverage for public liability and property damage. The ENGINEER shall provide OWNER with a certificate evidencing such insurance coverage.

- 6.2 ENGINEER agrees to maintain professional liability insurance pursuant to this paragraph to indemnify and hold harmless OWNER from negligent acts, errors or omissions of a professional nature. The total aggregate of ENGINEER'S professional liability insurance coverage shall not exceed \$50,000 or ENGINEER'S total fee for the services rendered on this PROJECT, whichever is lesser.
- 6.3 ENGINEER agrees to indemnify, hold harmless and pay for cost of defense for OWNER and their officers, agents and employees from and against claims, loss, damage, charge or expense, to which they or any of them may be put or subjected to arising out of or resulting from any negligent acts, errors, omissions, or failure to act on the part of the ENGINEER and/or his employees, in the performance of the services described in this AGREEMENT.

ARTICLE 7 - GENERAL CONSIDERATIONS

- 7.1 In the event of any legal action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs, expenses, including attorney's fees, as may be set by the Court.
- 7.2 The ENGINEER shall not sublet or assign any of the work covered by this AGREEMENT, except with the prior written approval of the OWNER and in strict compliance with the terms, provisions, and conditions of the CONTRACT.
- 7.3 The key ENGINEER'S personnel proposed for this project are as follows:

William Bayne, P.E., Project Manager
Garold Adams, P.E., Associate
Douglas Smith, P.E., Project Engineer

ENGINEER agrees that these key people will be made available and assigned to the OWNER'S project, and that they will not be replaced without concurrence from the OWNER.

- 7.4 It is understood and agreed by and between the parties that all documents, records, drawings, designs and specifications, cost estimates, and other project documents developed by the ENGINEER pursuant to this AGREEMENT shall become the property of OWNER and shall be delivered to OWNER if and when requested upon completion of services. Any reuse of such documents for other projects and any use of incomplete documents will be at the OWNER's sole risk.

- 7.5 ENGINEER is for all purposes an independent contractor. All qualified personnel provided by ENGINEER pursuant to the provisions of this AGREEMENT are to be employed by ENGINEER for his account only, and in no event shall ENGINEER or any personnel retained by him be deemed to have been employed by the OWNER or engaged by the OWNER for the account of or on behalf of the OWNER.
- 7.6 Unless earlier terminated as stipulated below, this agreement shall terminate upon completion and acceptance by the OWNER of all work approved for performance under Article 2 of this AGREEMENT.
- 7.7 This AGREEMENT may be terminated in writing by either party in the event of failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party: PROVIDING, that no such termination may be effected unless the other party is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.
- 7.8 If this AGREEMENT is terminated by the OWNER for reasons of default by the ENGINEER, an adjustment to ENGINEER'S compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to the extent of any additional costs to the OWNER occasioned by the ENGINEER'S default. If terminations for default is effected by the ENGINEER, the adjustment in compensation shall provide for payment to the ENGINEER to include a reasonable profit for services rendered and reimbursement for expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm and approved by OWNER prior to the termination.
- 7.9 Upon receipt of a termination notice, the ENGINEER shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER, copies of data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing this AGREEMENT.

7.10 ENGINEER shall maintain books and accounts of all project related payroll costs and all expenses and incidental expense. Books shall be available at all reasonable times for examination by the OWNER at the office of the ENGINEER.

7.11 This AGREEMENT, including attachments incorporated herein by reference, represents the entire AGREEMENT and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written AGREEMENT. Any supplement or amendment to this AGREEMENT to be effective shall be in writing and signed by the OWNER and ENGINEER.

7.12 This AGREEMENT is to be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this AGREEMENT.

CITY OF REDLANDS

ASL CONSULTING ENGINEERS

BY Carol Desautel
Mayor

By Jim D. Lewis
Principal-In-Charge

ATTEST Shirley Byers
City Clerk

Date 5/26/89

ATTACHMENT "A"

SCOPE OF WORK

SECTION II - SCOPE OF WORK

We have developed a multi-task work program to accomplish the objectives of the Rossmont Drive Traffic Study Project. The work program will assure that the City's objectives of having the proposed study completed at the earliest possible date will be accomplished.

PHASE I - ALTERNATE ROUTES ANALYSIS

Task 1 - Data Assembly

The initial data collection and preliminary studies required for Phase I will be developed concurrently. A description of the work elements included in Task 1 are outlined below.

- A. Data Collection - ASL will collect and review all existing material pertinent to the study with the help of City staff. All existing traffic studies, general and specific plans and zoning maps will be reviewed to determine future development and assist in projecting future traffic.
- B. Field Traffic Counts - Traffic volume data will be collected at ten to twelve locations for 24 hour periods. The location of the counts will be determined after review of all available traffic studies and existing environmental impact review documents.

Task 2 - Initial Meeting

ASL will meet with City staff to discuss study methodology and scope of the project. This meeting will be important in determining potential alternatives to be analyzed and to establish the proposed project schedule.

Task 3 - Existing Conditions Analysis

ASL staff members will field review the existing transportation network within the study area. This data will provide background for recommending alternatives to be studied. Analysis will be performed to determine existing levels of service at roadways and intersections and to determine relative impacts of future growth. The analysis of affected streets will include Rossmont Drive, W. Sunset Drive, Sunset Drive, Kincaid Street, Ridge Street, Palo Alto Drive/Country Club Drive, Puesta del Sol, and others is necessary. The purpose is to determine feasible alternatives and eliminate potential routes not suited to increased use in a quantitative manner.

Task 4 - Trip Generation and Distribution

All proposed development will be analyzed to determine projected traffic volumes in the study area. The projected volumes will be added to existing volumes for the various alternatives to perform operational analysis. Trip distribution of projected volumes will be assigned to the transportation networks for the various alternatives.

The City will be asked to review and approve the trip distributions prior to completion of analysis. Traffic will be generated using data from the Institute of Transportation Engineering and will be consistent with previous traffic studies presented to the City.

Task 5 - Impact Analysis

The projected traffic will be added to the existing traffic data and analyzed for area build- out conditions. Traffic analysis will be performed based on existing and anticipated conditions for each study alternate.

Task 6 - Access Analysis

Proposed developments will be analyzed for access to the local street system within the study area. Access points will be recommended to reduce the amount of potential traffic using Rossmont Drive and adjoining routes.

Task 7 - Alternative Selection

Alternatives to Rossmont Drive will be selected for further study in Phase II of this project. The selected alternatives will be based on the operational analysis, right of way research, feasibility and constructibility. Potential new roadways or alignments will be considered for selection as an alternative.

Task 8 - Recommendations

Recommendations will be made to improve operations on existing streets and intersections in the study area. Improvements will also be recommended to mitigate future traffic conditions and encourage traffic patterns which appear to be in the best interest of the project area. Improvements may include signing and striping, geometric improvements and improved access to the local highway system.

Task 9 - Report

A conceptual study report will be prepared. The report will include all pertinent information and data and the recommendations for further analysis to be performed as part of the Phase II.

Task 10 - Public Involvement

- A. An initial meeting will be held to provide property owners an opportunity to provide input to the study.
- B. A second informal project status meeting will be held to provide property owners and interested parties with the opportunity to review the study findings. The meeting would be held when the proposed study and analysis is well defined.

PHASE II - PRELIMINARY ENGINEERING

Task I - Data Assembly

Much of the initial data collection and preliminary studies required for the preliminary engineering will be developed concurrently. The data will be used for roadway design, and hydrology/hydraulic analysis.

- A. Data Collection - Collect and review available data, plans and information pertaining to the selected routes. Information sources will include existing maps, the as-built improvement plans, survey records, and soils reports.
- B. Project Coordination - Convene a meeting with City staff to review the project and to finalize the project Schedule.

A field site review will be made to identify specific problems. The field review would include appropriate City Staff and the Consultant.

- C. Field Surveys - will establish control and be performed to verify mapping information. Surveys will be tied to existing control to assure full compatibility of the preliminary designs.
 - 1. A record search will be performed to assemble existing survey and monumentation data from City of Redlands records and files.
 - 2. Site benchmarks and ground control points will be established.
 - 3. Centerline controls and stationary will be established with ties to all affected cross streets.
 - 4. Cross-sections, topography and elevations will be provided, as necessary, to verify existing drainage and utility references.
- D. Utility Coordination - Utility research will be conducted. Coordination will be maintained with each utility owner to determine the requirements for utilities in the project area and to identify conflicts.

TASK 2 - DESIGN CRITERIA REPORT

A Design Criteria Report will be prepared and submitted for review and comment. The report will include a summary of the initial studies and findings, preliminary alignment plans, proposed street typical sections, pavement structural sections, and other features. The "Design Criteria Report" will be submitted to the City for review and comment. Revisions will be made, as necessary, until design Criteria Report is acceptable.

- o A geometric alignment plan will be prepared. The geometric plan will show alignments, cross-sections and other geometric characteristics of the proposed street improvements for each proposed alternative on the major geometric concepts.

- o Area hydrology will be reviewed to established drainage flows tributary to various points along the roadways. The drainage analysis will provide a base for recommending necessary drainage facilities to intercept and conduct drainage flows to an adequate outlet.

TASK 3 - PRELIMINARY DESIGN

The data and survey information assembled during the preparation of the Design Criteria Report will be utilized to compile the necessary base data required for the preliminary design of the selected street improvements and the other components of the proposed project.

- A. Preliminary drawings will be prepared showing plan view and details of the proposed improvements for the total project. Typical sections will be prepared showing pavement widths, structural sections, sidewalks and slopes. Utility locations will be plotted and conflicts will be noted as well as requirements for relocation, adjustments and modifications. These plans and design documents will be submitted to the City for concurrence.
- B. A traffic control study will be conducted to determine requirements for detours, prior notice signing, barricades, and delineators.
- C. Traffic signing and striping and stage construction plans will be prepared showing how traffic will be handled during construction in order to minimize impacts on existing traffic. When the concept is agreed upon, final drawings can proceed with assurance that the design work is being done in accordance with an approved concept.
- D. A listing and copy of standard plans required for the project will be identified.
- E. Draft specifications for the project improvements, including the contract proposal, will be prepared. The specification document will be submitted concurrently with the plans.
- F. An estimate of quantities and a cost estimate will be prepared based on plan quantities and estimated unit prices.
- G. The plans, specifications and Cost Estimate, will be submitted to the City. Revisions will be made, within the approved concept, until final approval is obtained from the City.
- H. On-going coordination will be maintained with utility owners affected by the project, throughout the preliminary design phase.

TASK 4 - PROPERTY AND EASEMENT ACQUISITION

- A. Property Ownerships will be shown on the plans based on information available from the City and County of San Bernardino records. Properties affected by the proposed construction will be identified.

- B. Descriptions and property sketches, for slope, drainage areas, and for easements, if required for the project, will be identified for execution by the City.

TASK 5 - COORDINATION AND PERMITS

- A. City Staff Meetings. Regular meetings will be held to review project status, task completion, concerns and upcoming deadlines. We suggest regular meetings on a biweekly basis.
- B. Utility Notifications. Utilities will be kept fully informed of the project and potential conflicts and impacts on their facilities. Two utility notices will serve to advise them of the project, identify conflicts, and to handle coordination requirements.
- C. Environmental Negative Declaration. The purpose of the environmental review will be to identify potential environmental liabilities and to recommend measures for mitigating adverse impacts.

TASK 6 - PUBLIC INVOLVEMENT

- A. Design Development Meeting. A meeting will be held for all property owners and interested parties to provide input to the project prior to the preparation of the preliminary plans. The meeting will be focused on specifics related to the design and traffic circulation issues.
- B. PROJECT STATUS MEETING. An informal meeting will be held with property owners and interested parties to review the preliminary plans.

PHASE III - SCHEDULE AND FINANCING

TASK 1 - STAGED CAPITAL IMPROVEMENT PROGRAM

A staged capital improvement program will be developed based on priorities and for a limited period of time. The recommended schedule of improvements will provide guidelines to implement the Arterial street system and serve as a basis for budgeting the future improvements.

- A. Establish the future growth pattern within the study's area.
- B. Establish construction staging periods and selected capital improvements for each stage, including the improvements needed to resolve problems with the existing street system.
- C. Review the capital improvement program with City staff, and recommend a staged capital improvement program. The capital improvement program will list the cost, schedule, and order of priority for each required improvement.

TASK 2 - ALTERNATIVE FINANCING METHODS

Following completion of the Staged capital Improvement Program, financing methods will be investigated. Some methods of financing that will be considered will include -- Pay-as-you-go financing, State and Federal assistance programs, Short-term negotiable notes, and General Obligation Bonds.

TASK 3 - SCHEDULE AND FINANCE REPORT

A study report will be prepared. The report will summarize the final recommendations for scheduling, street improvements and methods of financing. Maps of the proposed street system will be included to show the results of the analyses and the location of each proposed system improvement. A schedule list of improvements will also be included. The list will identify each proposed improvement plan, year of improvement, estimated cost, and recommended method of financing.

The Scope of Services listed above is based on the following assumptions:

1. The preparation and processing of environmental assessments and documentation will be handled by the City.
2. The City will provide reproducible copies of all available mapping, reports, studies, aerial photos, plans and other documents in its files which may assist in the preparation of the various reports and plans.

ATTACHMENT "B"

SCHEDULE

SECTION IV - PROJECT SCHEDULE

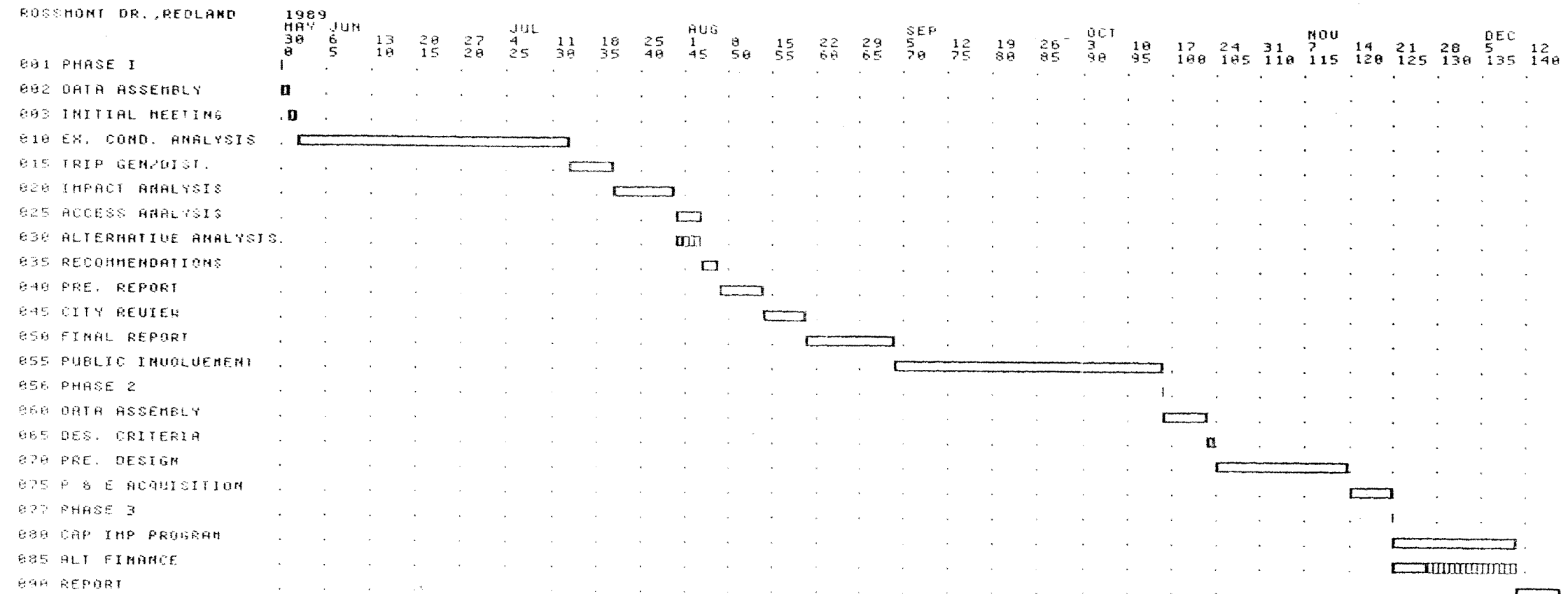
DESCRIPTION

ASL Consulting Engineers is very sensitive to the requirements of clients to receive quality project designs on time and within budget. ASL and our team partner are committed to completing the Rossmont Drive Traffic Study Project on schedule. The schedule we have suggested is adequate and will allow ample opportunity for the important tasks of staff review, public comment and evaluation, coordination and approval by the City. On the following page, we have identified the major phases, tasks and time frames required to complete the Project.

ASL utilizes a computer generated critical path based scheduling method for all large, or time critical, projects. Our scheduling system will produce either a printed Gantt Chart (bar chart), or a plotted precedent type critical path network, if preferred. A copy of the project schedule can be furnished to City staff for purpose of project coordination.

It is difficult to accurately estimate the time required for the City to review and process items for approval. Our projection is based on our recent experience on similar projects. We will make every effort to improve upon the time frames indicated for each task of the work.

TIME SCHEDULE



ROSSMONT DRIVE TRAFFIC STUDY

ASL Consulting Engineers

ATTACHMENT "C"

RATE SCHEDULE

1989
HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE

Senior Principal	\$125.00
Principal in Charge of Project	\$100.00
Managing Engineer/Project Manager	\$ 90.00
Project Engineer/Project Coordinator.	\$ 80.00
Traffic Engineer.	\$ 75.00
Transportation Engineer	\$ 75.00
Survey Coordinator	\$ 65.00
Senior Registered Engineer.	\$ 72.00
Registered Engineer	\$ 66.00
Engineer Level II	\$ 60.00
Engineer Level I.	\$ 55.00
Senior Designer	\$ 64.00
Designer	\$ 52.00
Designer/Draftsperson	\$ 50.00
Construction Inspector	\$ 48.00
Draftsperson	\$ 48.00
CAD Operator	\$ 65.00
Junior Engineer/Designer/Draftsperson	\$ 36.00
Wordprocessor	\$ 35.00
Technician	\$ 25.00
Two-Man Survey Party	\$125.00
Survey Travel Time	\$ 60.00
Survey Vehicle Allowance (per day)	\$ 30.00
Three-Man Survey Party Rates Quoted on Request	

Reproduction, special photography, printing and any other services performed by subcontractor, subject to prior approval by the Client, will be billed at cost plus 15%.

Reimbursable In-house Costs:

Photo Copies	\$0.20/Each
Blueprints	\$0.30/sq.ft.
Postage, Delivery Service, Express Mail	At Cost
Out of Area Telephone Calls	At Cost
Computer Time	\$20.00/hour

Vehicle mileage, between engineer's office and project site and/or Client offices, will be billed at \$0.30 per mile.

Court Appearance, Expert Witness Testimony,
Depositions, and Preparation of Testimony \$150.00*

*Minimum \$600.00 for half day plus expenses

NOTE: All rates are effective through January 1, 1990,
except survey rates which are effective to August 1,
1989.

These rates are based on the attached Exhibit B - Standard
Conditions of Service. Special insurance requirements carry a
fee surcharge.

EXHIBIT BSTANDARD CONDITIONS OF SERVICEAPPLICABILITY

In the absence of any formal agreement between Client and ASL Consulting Engineers (ASL), the following standard conditions shall govern the professional services provided by ASL. The standard conditions apply to all letter proposal-agreements and any contracts incorporating same.

STANDARD OF CARE

Professional services performed by ASL under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied is made.

All field condition data obtained during the investigation phase and/or design phase are subject to confirmation of conditions encountered before or during construction. Underground utilities, connections to utilities, potential underground obstructions shall be exposed to verify their horizontal as well as vertical position before proceeding with construction to allow for adjustments.

INSURANCE

ASL represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that ASL has coverage under public liability and property damage insurance policies with an aggregate limit of \$1,000,000 per occurrence. Costs of special insurance required by the Client including, but not limited to, an increase in policy limits and naming additional insured parties on policies of ASL will be charged at cost plus 10%. Certificates for all such policies of insurance will be provided to Client upon written request.

Within the limits and conditions of such insurance, ASL agrees to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by ASL, its agents, and staff. ASL shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff, and other consultants employed by it.

INVOICES

ASL will submit invoices to Client as stated in the proposal or periodically and a final invoice upon completion of our services. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due account.

In the event that a dispute should arise relating to the collection of fees, and should these actions result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense or enforcement of the claim including staff time, court costs, attorney fees, and other claim-related expenses.

LIMITATION OF LIABILITY

The Client agrees to limit ASL's liability to the Client, owner and all construction contractors and subcontractors on the project arising from ASL's negligent professional acts, errors or omissions, such that the total aggregate liability of ASL to all those named shall not exceed \$50,000 or ASL's total fee for the services rendered on this project, whichever is lesser. The Client further agrees to require the contractor and his subcontractors to execute an identical limitation of ASL's liability for damages suffered by the negligent professional acts, errors or omissions.

PROFESSIONAL LIABILITY

If the Owner/Client requires evidence of professional liability insurance, ASL will charge for such coverage according to the following schedule for each project:

\$ 250,000	--	4% of the fee
\$ 500,000	--	6% of the fee
\$ 750,000	--	8% of the fee
\$ 1,000,000	--	10% of the fee

Straight line interpolation is to be used for coverage falling in between the above figures. Certificates of insurance for professional liability coverage will be issued at \$120.00 per certificate.

OWNERSHIP OF WORK PRODUCT

All reports, design, drawings, field data and notes, laboratory test data, calculations, estimates and other documents prepared by ASL, as instruments of service, shall remain the property of ASL. Upon request in writing, ASL will provide reproducible of drawings for Client use on the designated project.

Client agrees that all reports and other work furnished to the Client or its agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purposes whatsoever.

PROJECT SIGNS

Client agrees to include ASL Consulting Engineers as the Civil Engineer on any promotional signs placed on the project site. If the Client does not place any promotional signs on the site, Client agrees to allow ASL Consulting Engineers to place their own sign on the site. ASL Consulting Engineers agrees to conform to all applicable local sign ordinances.

ATTACHMENT "D"

FEE PROPOSAL

SECTION V - PROJECT FEE

o DISCUSSION AND ESTIMATE OF FEES

ASL Consulting Engineers proposes to furnish the services described in Phase I - Alternate Routes Analysis, tasks 1 - through task 10, for the preparation of the Rossmont Drive Traffic Study Project with the not-to-exceed fee amount listed below. We have also provided a preliminary estimate for Phase II - Preliminary Engineering, and for Phase III - Schedule and Financing. We consider the proposed fees for Phase I and Phase III to be tentative and negotiable based on the conclusions of the Phase I analysis. The detailed breakdown and distribution of man-hours and costs, by task, is available for review.

Our normal method of compensation is to submit monthly invoices for services provided during the preceding month. There is a monthly accounting of total expenditures to-date, the amount due for services rendered subsequent to the last previous billing, the amount remaining on each phase, and the amount remaining on the total contract. The client, in this way, is kept aware of the project costs on a regular basis.

If the City of Redlands desires a change in the proposed Scope of Work offered, or in the estimated project cost, we would be happy to negotiate such a change.

o SUMMARY FEE SCHEDULE

Phase I - Alternates Routes Analysis

Task 1 - Data Assembly	\$ 700.00
Task 2 - Initial Meetings	800.00
Task 3 - Existing Conditions Analysis	3,100.00
Task 4 - Trip Gen/Dist.	4,500.00
Task 5 - Impact Analysis	2,500.00
Task 6 - Access Analysis	3,100.00
Task 7 - Alternative Selection	1,400.00
Task 8 - Recommendations	900.00
Task 9 - Report	1,600.00
Task 10 - Public Involvement	<u>1,500.00</u>

Phase I TOTAL: \$ 20,100.00

Phase II - Preliminary Engineering: \$ 30,400.00

Phase III - Schedule and Financing: \$ 10,400.00