



City Council Staff Report

Date: March 6, 2013 CONSENT CALENDAR

Subject: APPROVAL OF CONSULTANT SERVICES AGREEMENT WITH DARNELL & ASSOCIATES, INC. FOR THE CITYWIDE SPEED SURVEY, CITY PROJECT 12-10

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

The Public Works and Engineering Department is required to conduct a citywide speed survey to document compliance with the California Vehicle Code. Staff has coordinated a consultant services agreement with Darnell & Associates, Inc. for the required speed study and, in addition, a Measure J funded traffic signal warrant study at the intersection at Sunrise Way and Ralph's shopping center access north of Ramon Road.

RECOMMENDATION:

- 1) Approve Agreement No. _____ with Darnell & Associates, Inc., in the amount of \$44,760 for professional traffic engineering services for the citywide speed survey, City Project 12-10, and
- 2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

In order to use radar or other electronic devices in the enforcement of speed limits within local jurisdictions, the California Vehicle Code (CVC) specifies that the speed limits must be reviewed and adjusted at five-year intervals on the basis of an "Engineering and Traffic Survey", which is scoped in the Citywide Speed Survey project. However, it is important to note that CVC Section 40802(c)(1) allows for use of radar or other electronic devices to enforce traffic speeds even if the speed survey is up to 7 years old, provided the citing officer receives appropriate training in the use of the radar or other electronic device. The device must meet minimal operational standards of the National Traffic Highway Safety Administration, and been calibrated within 3 years of the speeding violation. The last speed survey was performed on July 13, 2007.

The Procurement and Contracting Division issued RFP # 03-13 and on January 23, 2013 a review panel unanimously selected Darnell & Associates Inc. as most qualified to perform this work for the City. The purpose of the citywide speed survey is to document compliance with the CVC, and to determine if changes (decreases or increases) to posted speed limits of City streets are appropriate.

In addition, the City Council approved funding of a traffic study for the intersection of Sunrise Way and the Ralph's driveway at an amount not to exceed \$10,000. The proposal from Darnell & Associates for this is \$2,526.

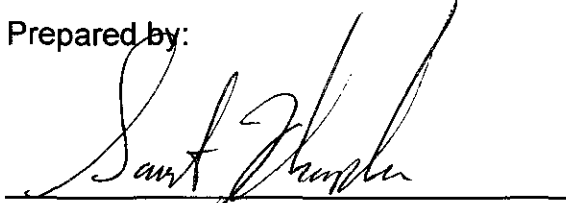
FISCAL IMPACT:

Funding for the citywide speed survey will come from gas tax and Measure J funds in the following accounts:

\$42,234	from accounts 133-4298-50308 (\$7,700), 133-4298-50103 (\$25,000), and 133-4298-50190 (\$9,534)
<u>\$ 2,526</u>	<u>from account 260-4500-59416</u>
\$44,760	TOTAL

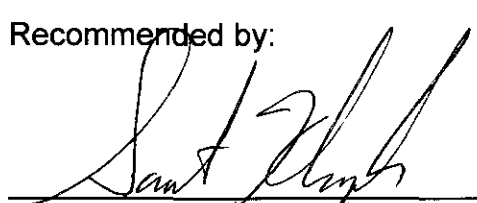
SUBMITTED:

Prepared by:



Savat Khamphou
Assistant Director of Public Works

Recommended by:

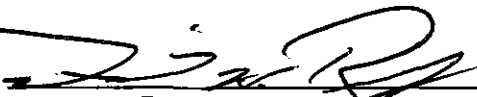


for David J. Barakian
Director of Public Works/City Engineer

Approved by:



Thomas J. Wilson, Asst. City Manager



David H. Ready, City Manager

ATTACHMENTS:

1. Agreement

**CONSULTING SERVICES AGREEMENT
DARNELL & ASSOCIATES, INC.
CP # 12-10, CITYWIDE SPEED SURVEYS**

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into on _____, 2013, by and between the City of Palm Springs, a California charter city and municipal corporation ("City"), and **Darnell & Associates, Inc.**, a Private Corporation, ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

A. City requires the services of a **professional traffic engineering firm for citywide speed surveys, City Project No. 12-10, Citywide Speed Survey** ("Project").

B. Consultant has submitted to City a proposal to provide **citywide speed surveys** to City under the terms of this Agreement.

C. Based on its experience, education, training, and reputation, Consultant is qualified and desires to provide the necessary services to City for the Project.

D. City desires to retain the services of Consultant for the Project.

In consideration of these promises and mutual agreements, City agrees as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide citywide speed survey services to City as described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated by reference (the "services" or "work"). Exhibit "A" includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner consistent with prevailing industry standards. In the event of any inconsistency between the terms contained in the Scope of Services/Work and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

1.2 Compliance with Law. Consultant services rendered under this Agreement shall comply with all applicable federal, state, and local laws, statutes and ordinances and all lawful orders, rules, and regulations.

1.3 Licenses and Permits. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon schedule of performance set forth in Exhibit "A." Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant. Consultant shall be compensated and reimbursed for the services rendered under this Agreement in accordance with the schedule of fees set forth in Exhibit "A". The total amount of Compensation shall not exceed **\$44,760.00**.

3.2 Method of Payment. In any month in which Consultant wishes to receive payment, Consultant shall submit to City an invoice for services rendered prior to the date of the invoice, no later than the first working day of such month, in the form approved by City's finance director. Payments shall be based on the hourly rates set forth in Exhibit "A" for authorized services performed. City shall pay Consultant for all expenses stated in the invoice that are approved by City and consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.3 Changes. In the event any change or changes in the Scope of Services/Work is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

3.4 Appropriations. This Agreement is subject to, and contingent upon, funds being appropriated by the City Council of City for each fiscal year. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered under this Agreement shall be performed under the agreed upon schedule of performance set forth in Exhibit "A." Any time period extension must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered under this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, if Consultant notifies the Contract Officer within ten (10) days of the commencement of such condition. Unforeseeable causes include, but are not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather. After Consultant notification, the Contract Officer shall investigate the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if, in the Contract Officer's judgment, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect for a period of 6 months commencing on **March 6, 2013, and ending on September 6, 2013**, unless extended by mutual written agreement of the parties.

4.5 Termination Prior to Expiration of Term. City may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer after such notice. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

5. COORDINATION OF WORK

5.1 Representative of Consultant. The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act and make all decisions in its behalf with respect to the specified services and work: **Bill E. Darnell, Firm Principal**. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services under this Agreement. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity, with the exception of PT&TDS, to perform any services required under this Agreement without the City's express written approval. In addition, neither this Agreement nor any interest may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City.

5.4 Independent Contractor. Neither City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required, except as otherwise specified. Consultant shall perform all required services as an independent contractor of City and shall not be an employee of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role; however, City shall have the right to review Consultant's work product, result, and advice. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

5.5 Personnel. Consultant agrees to assign the following individuals to perform the services in this Agreement. Consultant shall not alter the assignment of the following personnel

without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

<u>Name:</u>	<u>Title:</u>
Bill E. Darnell	Project Manager
Edward Kruilowski	Principal Engineer
Justin McMullin	Assistant Transportation Engineer

6. INSURANCE

Consultant shall procure and maintain, at its sole cost and expense, policies of insurance as set forth in the attached Exhibit "B", incorporated herein by reference.

7. INDEMNIFICATION.

7.1 Indemnification. To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

7.2 Design Professional Services Indemnification and Reimbursement. If the Agreement is determined to be a "design professional services agreement" and Consultant is a "design professional" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or failure

to perform any term, provision, covenant or condition of this Agreement (“Indemnified Claims”), but Consultant’s liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 7.1 in favor of the Indemnified Parties. In addition, Consultant shall require all non-design-professional sub-contractors, used or sub-contracted by Consultant to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

8. RECORDS AND REPORTS

8.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer reports concerning the performance of the services required by this Agreement, or as the Contract Officer shall require.

8.2 Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

8.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City. Consultant shall deliver all above-referenced documents to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials. Consultant may retain copies of such documents for Consultant's own use. Consultant shall have an unrestricted right to use the concepts embodied in such documents.

8.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

8.5 Cost Records. Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement. Consultant shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies shall be promptly furnished to City upon request.

9. ENFORCEMENT OF AGREEMENT

9.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other

appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

9.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

9.3 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing. No such waiver shall be a waiver of any other default concerning the same or any other provision of this Agreement.

9.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative. The exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.5 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

10. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

10.1 Non-Liability of City Officers and Employees. No officer or employee of City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

10.2 Conflict of Interest. No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

10.3 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

11. MISCELLANEOUS PROVISIONS

11.1 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section. Either party may change its address by notifying the other party of the change of address in writing.

To City: City of Palm Springs
Attention: City Manager/ City Clerk
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262

To Consultant: Darnell & Associates, Inc.
Attention: Bill E. Darnell
2870 Fourth Avenue, Suite A
San Diego, California 92103

11.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and supersedes all other written agreements.

11.3 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

11.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties.

11.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

11.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

11.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

11.8 Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

**“CITY”
City of Palm Springs**

Date: _____

By: _____
David H. Ready
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Douglas C. Holland,
City Attorney

By: _____
James Thompson,
City Clerk

**“CONSULTANT”
Darnell & Associates, Inc.**

Date: _____

By : _____
Bill E. Darnell
President & Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of _____ }

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

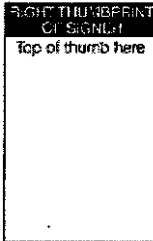
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

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EXHIBIT “A”

**CONSULTANT’S
SCOPE OF SERVICES/WORK**

Including,

Schedule of Fees

And

Schedule of Performance

CONSULTANT'S SCOPE OF SERVICES

The Consultant will provide the services presented in RFP # 03-13. The requested services are identified and have been expanded to identify specific tasks and methods to be used. The ten(10) tasks are as follows:

Task 1— Team Initiation

1.A Consultant will attend a Kick-Off Meeting with City staff, including Police Department Representative to discuss project parameters, scheduling constraints, and other relevant information regarding services required by this Request for Proposals. An overall project schedule shall be reviewed, revised and updated by the Consultant.

Specifically topics to be discuss are the following:

- Source and existing daily traffic volumes. Based on Consultant's review of City, County, Caltrans and CVAG records there may be limited history of existing counts available.
- Known problem areas regarding posted speed limits from an engineering and enforcement perspectives.
- Available City two (2) year accident history and records to be used in the report.
- Schedule and anytime frames that speed survey data should not be collected.
- Identification of known public and/or private road projects that could conflict with the speed survey data collections.
- Copy of City records of existing speed limit postings.
- City contacts.

1.B Consultant will survey each of the speed survey locations to determine the adequacy of existing limit postings based on the limits established by ordinance. The survey will identify the need for additional postings and/or relocation of speed limit postings. The survey will also be used by the Consultant team to identify speed survey collection points.

1.C Consultant Project Manager will contact and coordinate with the adjacent jurisdictions, City of Cathedral City, Riverside County and Caltrans to establish coordination and identification of concerns and concurrence with final recommendations. The adjacent agencies will be included on surveys that impact the adjacent agency.

1.D Submit preliminary speed survey data collection schedule to be used by PT&TDS.

Task 2 - Radar Field Data Collection and 24 Hour Machine Counts

2.A Consultant and PT&TDS Team will conduct field radar traffic speed surveys at locations shown in Table 1. The schedule anticipates up to six (6) weeks to collect the necessary speed surveys. A minimum of one hundred (100) traffic speed observations shall be obtained from each traveled direction at each of the locations. In addition to the initial radar gun certifications, traffic speed meters shall be calibrated at the start of each

survey location using the tuning fork provided with each radar gun. The traffic speed surveys will be collected during good weather conditions and shall be scheduled on Tuesdays, Wednesdays and Thursdays during the off-peak hours of 9:30 A.M. to 11:30 A.M. and 1:30 P.M. to 3:30 P.M., unless otherwise directed by the City Engineer.

The field data collections will be conducted with free flow speeds that are not influenced by local conditions or construction work.

Consultant team will collect a minimum of one hundred (100) traffic speed samples from each traveled direction at each specified location such that a 95% probability that the sample data represents the population data for this type of study is achieved.

At the end of each week of speed data collection the speed surveys will be formatted and analyzed for accuracy and/or need for additional data collection.

2.B PT&TDS will collect 24 Hour directional machine counts at up to 136 of the roadway segment survey locations. Review of City Records, CVAG, Caltrans and County of Riverside count data indicates available count data ranges from 2007 to 2011 with 36 new count locations to be collected in the City of Palm Springs. The traffic counts will be collected during the same time frame that the radar speed surveys are being collected. After review of available count data, D&A will recommend the location and number of traffic counts to be collected.

Task 3 - Speed Data Analysis

Consultant will summarize all field data and prepare the preliminary traffic speed survey data sheets. The results of the speed surveys and a copy of the speed survey sheets for each segment surveyed will be emailed to the City's Project Manager for comments. The survey sheet will include:

- 15th percentile speed;
- 50th (median) percentile speed;
- 95th percentile;
- 10 mile per hour pace speed with numbers and percentage of vehicles within the pace;
- Mean speed and 95th percentile confidence limits of the mean speed (xx.x mph to xx.x mph);
- Tabular summarization frequency of speeds observed;
- Cumulative speed distribution curve;
- Data time started, time ended, weather, direction, road surface condition and observation.

Task 4 - Roadway Segment Characteristics and Speed Limit Sign Locations Review

This task shall be performed by Consultant's staff, a California registered professional Traffic Engineer who will drive and observe each specified location and determine, on the basis of experienced traffic engineering judgment, whether or not there are any roadway characteristics not readily apparent to the average motorist that would justify reduction or increase of the proposed speed limit(s) to the maximum permitted under the California MUTCD.

The field surveys will confirm the location of all traffic speed limit signs that are in accordance with the adopted traffic speed limits established pursuant to the City's traffic speed survey report and recommended changes as needed.

Task 5 - Accident History Review and Accident Rate Calculations

Consultant shall review the two (2) year mid-block accident history of each roadway segment, using City maintained accident report data to be provided by the City. Consultant shall calculate an appropriate accident rate for each specified location, and compare the calculated accident rate with the expected accident rate as established by Caltrans District 8 for various types of roadways. PT&TDS will collect up to 100 new traffic counts. The cost to provide the counts are included in the cost proposal.

Task 6 - Compilation of Speed Zone Survey and Summary of Recommendations Chart

Consultant will compile Tables for Segment Spot Speed Summary and Accident Analysis to be included in the Draft and Final Citywide Traffic Speed Survey Reports.

The compilation and summary will include all conclusions reached during accident history reviews and field surveys in the traffic speed survey data summaries to constitute the basis for maintaining and or changing the recommended traffic speed limit(s) based on the 85th percentile speed and/or professional judgment.

A summary table showing the posted traffic speed limit, the 85th percentile traffic speed, and the recommended traffic speed limit for each specified location. The summary table shall be submitted to and approved by the City Engineer prior to preparation of the draft final report.

Task 7 - Preparation of Draft Report

Consultant will prepare a draft report to include the following items:

- Certification Statement;
- Radar Speed Survey Operational Procedures;
- Description of the Purpose and Methodology of Speed Zone Establishment;
- Description of the Statistical Analysis Factors;
- Description of the Field Date Used in Analyzing the Related Roadway Characteristics;
- Accident History for the Street Segments;
- Results and Recommendations;
- Summary Table of Speed Limit Recommendations; and
- D Size (22" x 36" Color Speed Survey Map designating the recommended speed limits.
- The final report will include the following:
 - Introduction;
 - Study Methodology;
 - Survey Surveillance;
 - Speed Survey Results;
 - Identification of Street Conditions, Geometries and Landuses that may warrant reductions.
 - Accident History;
 - Spot Speed Survey Results.
 - Recommendations and Findings.

Task 8 - Preparation of Final Report

Consultant will prepare a Final Report after review and approval of the draft report by the City Engineer. Ten (10) copies and an electric PDF version on CD of the Final Report, and a 22" by 34" Color Speed Survey Map, designating the different posted traffic speed limits for each specified location, shall be provided to the City.

Task 9 - Public Hearings

Consultant Project Manager will be available if needed to attend and/or make a presentation to the Palm Springs City Council if needed.

Task 9 – Traffic Study for Sunrise @ Ralph’s Shopping Center

1. Meet with City to discuss the request and obtain copies of accident history for the Sunrise Way and Ralphs Shopping Center Access.
2. Collect 24 hour approach counts on Sunrise Way at the Ralph’s Shopping Center access.
3. Collect AM (7-9) and PM (4-6) turn counts at the intersection.
4. Prepare 2012 California MUTCD Signal Warrant Worksheets.
5. Prepare the Report summarizing the analysis and determine if the signal warrants are satisfied.

DELIVERABLES:

Consultant will provide to the City the following products as part of this project:

- 1) One (1) copy of the Speed Zone Survey Sheet, Cumulative Speed Curve Sheet, and Vehicle Speed Survey Sheet for each specified location. The survey sheets shall comply with Figures 2B-103, 2B-103, 104, of the California 2012 MUTCD.
- 2) Three (3) copies of the Draft Report.
- 3) Ten (10) copies of the Final Report and one (1) CD containing an electronic PDF copy of the final report.
- 4) Ten (10) copies of the Color Speed Survey Map.

SERVICES TO BE PROVIDED BY THE CITY:

- Copy of the latest City Map in Electronic Format.
- Copy of the 2007 Citywide Speed Study.
- Two (2) years SWITRS accident history for each roadway segment; and
- Staff time to kickoff project, answer questions during study and review of Report.

PROJECT SCHEDULE

The schedule on the following page identifies the tasks and time lines to complete the project. The schedule is based on a start date of February 18, 2013 and a June 15, 2013 submittal of the final report.

SCHEDULE OF COMPENSATION

Task 1 - Project Kick-off and Field inspection	\$3,240.00
Task 2 - Radar Speed Surveys and 24 hour Machine Counts	\$16,604.00
Task 3 - Speed Data Analysis	\$1,720.00
Task 4- Roadway Segment and Speed Limit Sign Location Review	\$2,280.00
Task 5 - Accident History review and Accident rate Calculations	\$4,500.00
Task 6 - Compilation of Speed Zone Survey and Summary of Recommendations Chart	\$2,460.00
Task 7 - Preparation of Draft Report	\$7,740.00
Task 8 - Preparation of Final Report	\$2,790.00
Task 9 – Public Hearing	\$900.00
Task 10 – Traffic Study for Sunrise @ Ralph’s Shopping Center	<u>\$2,526.00</u>
Total	\$44,760

Time and materials shall not exceed the amounts identified on each task. The time for all work will be completed within 18 weeks per the attached schedule.

Firm Principal/Project Manager	\$150/hr.
Transportation Engineer	\$115/hr.
Assistant Transportation Engineer	\$80/hr.
Word Processor	\$60/hr.
PT&TDS – Speed Surveys	\$72/ea.
PT&TDS – 24 hour machine counts	\$32/ea.
Reports	\$50/ea.
Color Speed Survey Map	\$15/ea.
Mileage (not to exceed)	\$150

SCHEDULE OF COMPENSATION

Task 1 - Project Kick-off and Field inspection	\$3,240.00
Task 2 - Radar Speed Surveys and 24 hour Machine Counts	\$16,604.00
Task 3 - Speed Data Analysis	\$1,720.00
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Task 8 - Preparation of Final Report	\$2,790.00
Task 9 – Public Hearing	\$900.00
Task 10 – Traffic Study for Sunrise @ Ralph’s Shopping Center	<u>\$2,526.00</u>
Total	\$44,760

Time and materials shall not exceed the amounts identified on each task. The Traffic Study for Sunrise @ Ralph’s Shopping center will take up to two (2) weeks after the counts are collected. The signal warrant report will require a total of four (4) weeks after the authorization to proceed. Task 10 will be performed within the timeframe of Tasks 1-9 on the schedule following this page.

Firm Principal/Project Manager	\$150/hr.
Transportation Engineer	\$115/hr.
Assistant Transportation Engineer	\$80/hr.
Word Processor	\$60/hr.
PT&TDS – Speed Surveys	\$72/ea.
PT&TDS – 24 hour machine counts	\$32/ea.
Reports	\$50/ea.
Color Speed Survey Map	\$15/ea.
Mileage (not to exceed)	\$150

**SCHEDULE
CITY-WIDE SPEED SURVEY**

TASK	March 2013		April 2013				May 2013				June 2013				July 2013						
	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	15	24	1	8	15	22
Task 1																					
A. Project Initiation																					
B. Survey Routes																					
C. Establish Coordination with adjacent Agencies																					
D. Prepare field Survey Schedule																					
City Review																					
Task 2																					
Conduct Radar Field Data Collection																					
Collect 24 Hour Machine Counts																					
City Review																					
Task 3																					
Speed Data Analysis																					
City Review																					
Task 4																					
Conduct Roadway Characteristics and Speed Sign Postings Review																					
City Review																					
Task 5																					
Accident History Analysis Using City's Crossroads Program																					
City to Provide Accident Data																					
City Review																					
Task 6																					
Compilation of Speed Zone Recommendations																					
City Review																					
Task 7																					
Prepare Draft Report																					
City Review																					
Task 8																					
Prepare Final Report																					
City Review																					
Task 9																					
Public Hearings																					
Monthly Progress Reports																					
Final Report June 17, 2013																					

Authorization in Process

= City Review,
 = Monthly Progress Reports,
 = Work Schedule,
 = Final Report Completion Date: July 15, 2013,
 = City to Provide Accident Data

EXHIBIT “B”

INSURANCE PROVISIONS

Including

Verification of Coverage,

Sufficiency of Insurers,

Errors and Omissions Coverage,

Minimum Scope of Insurance,

Deductibles and Self-Insured Retentions, and

Severability of Interests (Separation of Insureds)

INSURANCE

1. Procurement and Maintenance of Insurance. Consultant shall procure and maintain public liability and property damage insurance against all claims for injuries against persons or damages to property resulting from Consultant's performance under this Agreement. Consultant shall procure and maintain all insurance at its sole cost and expense, in a form and content satisfactory to the City, and submit concurrently with its execution of this Agreement. Consultant shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extensions. Such insurance shall not be cancelable without thirty (30) days advance written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City, its elected officials, officers, employees, agents, and volunteers as additional named insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of Consultant's obligation to indemnify City, its elected officials, officers, agents, employees, and volunteers.

2. Minimum Scope of Insurance. The minimum amount of insurance required under this Agreement shall be as follows:

1. Comprehensive general liability and personal injury with limits of at least one million dollars (\$1,000,000.00) combined single limit coverage per occurrence and two million dollars (\$2,000,000) general aggregate;

2. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

3. Professional liability (errors and omissions) insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) annual aggregate is:

_____ required

_____ is not required;

4. Workers' Compensation insurance in the statutory amount as required by the State of California and Employer's Liability Insurance with limits of at least one million dollars \$1 million per occurrence. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

3. Primary Insurance. For any claims related to this Agreement, Consultant's insurance coverage shall be primary with respect to the City and its respective elected officials, officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City and its respective elected officials, officers, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. For Workers' Compensation and Employer's Liability Insurance only, the insurer shall waive all rights of subrogation and

contribution it may have against City, its elected officials, officers, employees, agents, and volunteers.

4. **Errors and Omissions Coverage.** If Errors & Omissions Insurance is required, and if Consultant provides claims made professional liability insurance, Consultant shall also agree in writing either (1) to purchase tail insurance in the amount required by this Agreement to cover claims made within three years of the completion of Consultant's services under this Agreement, or (2) to maintain professional liability insurance coverage with the same carrier in the amount required by this Agreement for at least three years after completion of Consultant's services under this Agreement. Consultant shall also be required to provide evidence to City of the purchase of the required tail insurance or continuation of the professional liability policy.

5. **Sufficiency of Insurers.** Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless otherwise acceptable to the City.

6. **Verification of Coverage.** Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. ___" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies.

All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

7. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City prior to commencing any work or services under this Agreement. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its elected officials, officers, employees, agents, and volunteers; or (2) Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Certificates of Insurance must include evidence of the amount of any deductible or self-insured retention under the policy. Consultant guarantees payment of all deductibles and self-insured retentions.

8. **Severability of Interests (Separation of Insureds).** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.