

## CITY OF SAN CLEMENTE

### PROFESSIONAL CONSULTANT SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this 19th day of December, 2023, by and between the City of San Clemente, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 910 Calle Negocio, San Clemente, California, 92673 ("City") and Counts Unlimited, Inc., a California corporation with its principal place of business at 11681 Sterling Avenue, Suite B, Riverside, California 92503 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional Traffic Data Collection consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional Traffic Data Collection consulting services to public clients, is licensed in the State of California, if applicable, and is familiar with the plans of City.

##### 2.2 Project.

City desires to engage Consultant to render such professional **Traffic Data Collection** consulting services for the FY 23/24 Citywide Traffic Data Collection Services project ("Project") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Traffic Data Collection consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 3, 2024 to January 3, 2025** unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

##### 3.2 Responsibilities of Consultant.

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the

means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control, the City being only concerned with the finished results of the work being performed. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be solely responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Neither Consultant nor Consultant's employees shall in any event be entitled to any benefits to which City employees are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave or other leave benefits. Consultant is solely responsible for all such matters, as well as compliance with social security and income tax withholding and all other regulations and laws governing such matters.

3.2.2 PERS Eligibility and Employee Payments Indemnification. In the event that Consultant's employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the City. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant's employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contributions to be paid by City for employer contributions and/or employee contributions for PERS benefits. Consultant agrees to defend and indemnify the City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the PERS, social security, salary or wages, overtime payment, or workers' compensation payment that the City may be required to make for work done under this Agreement. The provisions of this section 3.2.2 are continuing obligations that shall survive expiration or termination of this Agreement.

3.2.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.4 Endorsement on PS&E/ Other Data. Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by Consultant, and where appropriate will indicate Consultant's authorized signature and professional registration number.

3.2.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.6 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Kris Campos, President.

3.2.7 City's Representative. The City hereby designates, Ryan Kim, Sr Civil Engineer or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.8 Consultant's Representative. Consultant hereby designates Kris Campos, President or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.9 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.10 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services

or to work on the Project.

3.2.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Insurance. Consultant agrees to procure and maintain, at Consultant's expense all insurance specified in Exhibit "C" attached hereto and by this reference incorporated herein. Consultant shall require all subconsultants to carry the same policies and limits of insurance that the Consultant is required to maintain, unless otherwise approved in writing by the City.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "D" attached hereto and incorporated herein by reference. The total compensation shall not exceed twenty-five thousand (\$25,000) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City in advance or included in Exhibit "D" of this



Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "D" may be adjusted each year at the time of renewal as set forth in Exhibit "D."

### 3.3.6 Labor Code Requirements.

3.3.6.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6.2 Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to Services performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

## 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: **Counts Unlimited, Inc.**  
**P.O. Box 1178**  
**Corona, CA 92878**  
**ATTN: Kris Campos, President**

City: City of San Clemente  
910 Calle Negocio  
San Clemente, CA 92673  
ATTN: Laura Campagnolo, City Clerk

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for

any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

#### 3.5.6 Indemnification.

3.5.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers,

employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.



3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts/Electronic Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original. This Agreement may be signed electronically with the same force and effect as an original ink signature.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all

provisions stipulated in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite of their signatures.

**CITY OF SAN CLEMENTE**

By: Andy Hall  
Andy Hall (Dec 21, 2023 23:23 PST)  
Andy Hall, City Manager

Dated: 12/20, 2023

**ATTEST:**

Laura Campagnolo  
Laura Campagnolo (Jan 10, 2023 12:23 PST)  
CITY CLERK of the City of  
San Clemente, California

**APPROVED AS TO FORM:**

Elizabeth A. Mitchell  
Elizabeth A. Mitchell (Dec 21, 2023 16:34 PST)  
Elizabeth A. Mitchell, City Attorney

**APPROVED AS TO AVAILABILITY  
OF FUNDING:**

Matthew Schmelzel  
Finance Authorization

Counts Unlimited  
("CONSULTANT")

By: Abe Campos  
Abe Campos (Dec 21, 2023 10:27 PST)

Abe Campos, Vice President

Dated: December 21, 2023

By: Kris Campos

Kris Campos, Secretary

Dated: December 21, 2023

# FY 23/24 CITYWIDE TRAFFIC DATA COLLECTION SERVICES

## EXHIBIT A SCOPE OF SERVICES

The traffic data collection consultant shall collect the traffic data according to the procedures outlined in the latest California Manual on Uniform Traffic Control Devices (MUTCD) by the California Department of Transportation and the following procedures.

### 1. Procedures:

#### **Speed Radar Surveys:**

Speed surveys shall be performed with a calibrated radar gun. The calibration certificate for radar gun shall be included with a final report to the City. The calibrated radar gun shall be checked periodically with tuning fork. Data shall be collected from an unmarked vehicle parked in an inconspicuous location on the roadside. Only free flowing vehicles in the traffic stream shall include in the survey to establish normal speed conditions. The speed survey shall not be conducted in a construction area (with or without traffic control devices), near traffic signals or stop signs, and during inclement weather.

On arterial and collector streets, the speed survey samples shall contain a minimum of one hundred (100) vehicles in each direction at each location. Speed surveys shall be performed during off peak hours on weekdays or non-City holidays. The radar survey shall not be performed during peak hours of 7:00 am - 9:00 am and 4:00 pm - 6:00 pm.

#### **Turning Movement Counts:**

Turning movement counts will be performed between Tuesdays through Thursdays only, during non-holidays, and only during non-adverse weather conditions. Counts on major and primary highways (three through lanes in each direction) shall be performed by a minimum two-person crew and shall include right, left and through movements for each direction. Manual counts shall be conducted at 15-minute intervals by movement at each intersection. Peak hour volumes are to be identified at each intersection. Peak hour defined as the highest one-hour period in both the A.M. and P.M. peak periods as determined by four (4) consecutive 15-minute count intervals. See attached sample TMC count sheet.

### **Pedestrian And Bicycle Counts**

Manual counts shall be conducted at 15-minute intervals by movement at each intersection. Counts shall be taken at 2 peak hours for two days at each location (one week day and one weekend) at locations listed on attached Location List.

### **Average Daily Traffic (ADT) & Vehicle Classification Counts:**

Machine count vehicles at street segments designated by the City over a 24-hour period. ADT count sheet shall include date & day of the count, hours of the day, 15-minute and hourly volumes per direction for each hour counted, peak hour volumes in each direction and total both directions. See attached sample ADT count sheet.

## **2. Deliverables:**

COMPANY shall provide to the City the followings:

- A summary of each radar speed survey performed. Each report or summary of data will contain the information as specified in Location List – Vehicle Speed Survey Sheet, ADT Count Sheet, Pedestrian & Bike Count Sheets.
- Count data and summary reports in PDF file and EXCEL format of all survey data.
- Location maps depict where the data being collected (KMZ Google Map/Earth files, Aerial Photos or GPS coordinates).
- Calibration Certificate(s) for radar equipment used in this contract.
- Media files if using cameras for collecting traffic data for turning movements, pedestrians and bicycles.

Traffic Data Collection Consultant shall provide data to the Project Manager for review. If in the opinion of the Project Manager the data is inconsistent or otherwise faulty, Consultant shall resurvey the location at no additional cost to the City.



TRAFFIC DATA LOCATION LIST

RADAR SPEED SURVEY

No.	Location	Street Classification	Date of Survey	Average Speed	10 mph Pace Speed	85th Percentile Speed
<b>Acapulco, Avenida</b>						
1	Avenida San Pablo to Avenida San Pablo	Residential Collector				
<b>Aguila, Calle</b>						
2	Avenida Vista Montana to Calle Pastadero	Residential				
<b>Altea, Calle</b>						
3	Camino La Pedriza to Terminus	Residential				
<b>Amanecer, Calle</b>						
4	Avenida Pico to Avenida La Pata	Collector				
<b>Calafia, Avenida</b>						
5	Avenida Del Presidente to terminus	Collector				
<b>Capistrano, Camino</b>						
6	El Camino Real (Pacific Coast Highway) to North City Limit	Secondary Arterial				
<b>Cerro, Del Calle</b>						
7	Avenida Pico to Avenida Vista Montana (west)	Collector				
<b>Cerro, Del Calle</b>						
8	Avenida Vista Montana to Avenida La Pata	Collector				
<b>Del Rio, Camino</b>						
9	Camino De Los Mares to Legendario	Secondary Arterial				
10	Legendario to Precipicio					
11	Precipicio to Avenida La Pata					
<b>El Portal, East</b>						
12	El Camino Real to Avenida de La Estrella	Collector				
<b>Estrella, Avenida De La</b>						
13	Calle De Los Molinos to East El Portal	Collector				
14	East El Portal to Avenida Presidio					
<b>Estrella, Camino de</b>						
15	Interstate 5 to West City Limit	Primary Arterial				
<b>Faro, Camino</b>						
16	Calle Frontera to Avenida Vista Hermosa	Residential Collector				
<b>Fresas, Avenida (CVC Private Street)</b>						
17	Calle Saluda to Calle Gaulteria	Residential Collector				
<b>Frontera, Calle</b>						
18	Avenida Pico to 600' s/o Cuadra	Collector				

TRAFFIC DATA LOCATION LIST

RADAR SPEED SURVEY

No.	Location	Street Classification	Date of Survey	Average Speed	10 mph Pace Speed	85th Percentile Speed
	<b>Frontera, Calle</b>					
19	~600' S. of Calle Cuadra to Calle Vallarta	Residential Collector				
	<b>Fuerte, Camino Viente (CVC Private Street)</b>					
20	Avenida Talega west to Via Agradar	Residential Collector				
21	Via Agradar to Avenida Talega east					
	<b>Grande, Camino Tierra (CVC Private Street)</b>					
22	Avenida Talega to Via Timon	Residential Collector				
23	Via Timon to Camino Viento Fuerte					
	<b>Guadalajara, Calle</b>					
24	Calle Nuevo to Avenida Vaquero	Residential Collector				
	<b>Hermosa West, Avenida Vista</b>					
25	I-5 Southbound Off-ramp to Avenida Costa Azul	Primary Arterial				
26	Avenida Costa Azul to Avenida Pico (west)					
	<b>Hermosa, Avenida Vista</b>					
27	I-5 Southbound Off-ramp to Via Turqueza	Primary Arterial				
28	Via Turqueza to Camino Vera Cruz					
	<b>Hermosa, Avenida Vista</b>					
29	Camino Vera Cruz to Avenida La Pata	Primary Arterial				
30	Avenida La Pata to Avenida Pico					
	<b>La Pata, Avenida</b>					
31	Camino Del Rio to County of Orange Limit Line	Primary Arterial				
	<b>La Pata, Avenida</b>					
32	Camino Del Rio to Calle Saluda	Primary Arterial				
33	Calle Saluda to Avenida Vista Hermosa					
34	Avenida Pico to Calle Del Cerro					
35	Calle Del Cerro to South City Limit					
36	Avenida Vista Hermosa to Avenida Pico	Major Arterial				
	<b>La Pedriza, Camino</b>					
27	Avenida Vista Hermosa to Via Amor	Collector				
38	Via Amor to Avenida Pico					
	<b>Mares, Camino De Los</b>					
39	Interstate 5 to Avenida Vaquero	Secondary Arterial				
	<b>Mares, Camino De Los</b>					
40	Avenida Vaquero to Camino Vera Cruz	Secondary Arterial				
41	Camino Vera Cruz to East City Limit					
	<b>Mira Costa, Camino</b>					
42	Camino Capistrano to Camino De Estrella	Secondary Arterial				
	<b>Montana, Avenida Vista</b>					
43	Calle Del Cerro to Calle Del Cerro	Collector				

TRAFFIC DATA LOCATION LIST

RADAR SPEED SURVEY

No.	Location	Street Classification	Date of Survey	Average Speed	10 mph Pace Speed	85th Percentile Speed
<b>Negocio, Calle</b>						
44	Calle Amanecer to its terminus	Collector				
<b>Ola Vista, South</b>						
45	Avenida Del Mar to Avenida Valencia	Collector				
46	Avenida Valencia to Avenida Califia					
<b>Pastadero, Calle</b>						
47	Avenida Vista Montana to its terminus	Collector				
<b>Pico, Avenida</b>						
48	El Camino Real to Calle De Los Molinos	Primary Arterial				
49	Calle De Los Molinos to Cale Frontera / Avenida Presidio					
<b>Pico, Avenida</b>						
50	Calle Frontera / Avenida Presidio to Amanecer	Major Arterial				
51	Calle Amanecer to Avenida La Pata					
<b>Pico, Avenida</b>						
52	Avenida La Pata to Avenida Vista Hermosa	Major Arterial				
53	Avenida Vista Hermosa to East City Limit					
<b>Portico Del Sur / Norte</b>						
54	Camino de Los Mares to Camino de Los Mares	Collector				
<b>Presidente, Avenida Del</b>						
55	Avenida Valencia to Avenida Califia	Collector				
56	Avenida Califia to Cristianitos Road					
<b>Presidio, Avenida</b>						
57	El Camino Real to Calle Escuela	Collector				
58	Calle Escuela to Avenida Pico					
<b>Puerta del Sol / Hermosa, Avenida Vista</b>						
59	Avenida Pico to Avenida Pico	Primary Arterial				
<b>Real, El Camino (Pacific Coast Highway)</b>						
60	Camino Capistrano to Avenida Estacion	Secondary Arterial				
<b>Real, El Camino</b>						
61	Avenida Estacion to Calle De Los Molinos	Secondary Arterial				
62	Calle De Los Molinos to El Portal					
<b>Real, El Camino</b>						
63	El Portal to Avenida Palizada	Secondary Arterial				
64	Avenida Palizada to Avenida Presidio					
65	Avenida Presidio to Avenida Valencia					
<b>Real, El Camino</b>						
66	Avenida Valencia to Del Commercio	Secondary Arterial				
67	Del Commercio to South City Limit					
<b>Saluda, Calle</b>						
68	Avenida La Pata to Avenida Fresas	Collector				
69	Avenida Fresas to Avenida Talega					

TRAFFIC DATA LOCATION LIST

RADAR SPEED SURVEY

No.	Location	Street Classification	Date of Survey	Average Speed	10 mph Pace Speed	85th Percentile Speed
	<b>Salvador, Avenida</b>					
70	Avenida Presidio to Avenida San Pablo	Collector				
	<b>San Pablo, Avenida (WB one-way)</b>					
71	San Gabriel to El Camino Real	Collector				
	<b>San Pablo, Avenida</b>					
72	San Gabriel to Avenida Acapulco	Collector				
	<b>San Pablo, Avenida</b>					
73	Avenida Acapulco to northerly terminus	Collector				
	<b>Sarmentoso</b>					
74	Camino Vera Cruz to Camino Del Rio	Collector				
	<b>Talega, Avenida</b>					
75	Avenida Vista Hermosa to Calle Saluda	Secondary Arterial				
	<b>Talega, Avenida</b>					
76	Calle Saluda to East City Limit	Secondary Arterial				
	<b>Vaquero, Avenida</b>					
77	Camino De Los Mares to Calle Guadalajara	Secondary Arterial				
78	Calle Guadalajara to Calle Vista Torito					
79	Calle Vista Torito to Camino Capistrano					
	<b>Vera Cruz, Camino</b>					
80	Avenida Pico to Avenida Vista Hermosa	Secondary Arterial				
81	Avenida Vista Hermosa to Via Blanco					
	<b>Vera Cruz, Camino</b>					
81	Via Blanco to Camino De Los Mares	Secondary Arterial				



TRAFFIC DATA LOCATION LIST

24-HOUR ADT

No.	Location - Street Name	Prefix	Section (EO - East of; WO - West of; SO - South of; NO - North of)	Street Classification
1	Acapulco	Avenida	NO Avenida Adobe	Residential Collector
2	Aguila	Calle	EO Avenida Vista Montana	Residential
3	Altea	Calle	NO Camino La Pedriza	Residential
4	Amanecer	Calle	WO Avenida La Pata	Collector
5	Amanecer	Calle	SO Avenida Pico	Collector
6	Calafia	Avenida	WO Avenida Del Presidente	Collector
7	Capistrano	Camino	EO El Camino Real	Secondary Arterial
8	Cerro	Del Calle	WO Avenida La Pata	Collector
9	Cerro	Del Calle	SO Avenida Pico	Collector
10	Cerro	Del Calle	SO Avenida Vista Montana	Collector
11	De Los Molinos	Calle	SO Avenida Pico	Collector
12	De Los Molinos	Calle	EO El Camino Real	Collector
13	Del Mar	Avenida	WO El Camino Real	Collector
14	Del Rio	Camino	WO Avenida La Pata	Secondary Arterial
15	Del Rio	Camino	EO Camino De Los Mares	Secondary Arterial
16	El Camino Real		SO Camino Capistrano	Secondary Arterial
17	El Camino Real		SO Camino San Clemente	Secondary Arterial
18	El Camino Real		NO Avenida Pico	Secondary Arterial
19	El Camino Real		SO Avenida Pico	Secondary Arterial
20	El Camino Real		SO Calle De Los Molinos	Secondary Arterial
21	El Camino Real		SO El Portal	Secondary Arterial
22	El Camino Real		SO Avenida Palizada	Secondary Arterial
23	El Camino Real		NO Avenida Del Mar	Secondary Arterial
24	El Camino Real		SO Avenida Presidio	Secondary Arterial
25	El Camino Real		NO Avenida Valencia	Secondary Arterial
26	El Camino Real		NO Avenida San Juan	Secondary Arterial
27	El Camino Real		NO Avenida San Gabriel	Secondary Arterial
28	El Camino Real		NO Avenida Magdalena	Secondary Arterial
29	El Camino Real		SO Camino San Luis Rey	Secondary Arterial
30	El Camino Real		SO Avenida Santa Margarita	Secondary Arterial
31	El Camino Real		SO Barcelona	Secondary Arterial
32	El Portal East		EO El Camino Real	Collector
33	Estrella	Avenida De La	SO Avenida Palizada	Collector
34	Estrella	Avenida De La	NO Avenida Palizada	Collector
35	Estrella	Avenida De La	NO Avenida Presidio	Collector
36	Estrella	Camino de	EO Mira Costa	Collector
37	Estrella	Camino de	EO Calle Hermosa	Collector
38	Faro	Camino	WO Avenida Vista Hermosa	Residential Collector
39	Faro	Camino	EO Calle Frontera	Residential Collector
40	Fresas	Avenida (CVC Private Street)	NO Calle Saluda	Residential Collector
41	Frontera	Calle	SO Calle Guadalajara	Residential Collector
42	Frontera	Calle	NO Avenida Pico	Residential Collector
43	Frontera	Calle	NO Avenida Faceta	Residential Collector
44	Frontera	Calle	NO Avenida Vista Hermosa	Residential Collector
45	Fuerte	Camino Viente (CVC Private Street)	NO Avenida Talega west	Residential Collector
46	Fuerte	Camino Viente (CVC Private Street)	NO Avenida Talega east	Residential Collector
47	Grande	Camino Viente (CVC Private Street)	NO Avenida Talega	Residential Collector
48	Grande	Camino Viente (CVC Private Street)	EO Camino Viento Fuerte	Residential Collector

TRAFFIC DATA LOCATION LIST

24-HOUR ADT

No.	Location - Street Name	Prefix	Section (EO - East of; WO - West of; SO - South of; NO - North of)	Street Classification
49	Guadalajara	Calle	NO Calle Vallarta	Residential Collector
50	Guadalajara	Calle	EO Avenida Vaquero	Residential Collector
51	Hermosa	Avenida Vista	WO Calle Frontera	Primary Arterial
52	Hermosa	Avenida Vista	EO Calle Frontera	Primary Arterial
53	Hermosa	Avenida Vista	NO Avenida Pico	Primary Arterial
54	Hermosa	Avenida Vista	EO Camino Vera Cruz	Primary Arterial
55	Hermosa	Avenida Vista	EO Via Turqueza	Primary Arterial
56	Hermosa	Avenida Vista	EO Avenida Talega	Primary Arterial
57	Hermosa	Avenida Vista	EO Avenida La Pata	Primary Arterial
58	La Esperanza		NO Avenida Presidio	Collector
59	La Pata	Avenida	NO Camino Del Rio	Primary Arterial
60	La Pata	Avenida	NO Avenida Vista Hermosa	Primary Arterial
61	La Pata	Avenida	NO Avenida Pico	Primary Arterial
62	La Pata	Avenida	SO Calle Amanecer	Primary Arterial
63	La Pata	Avenida	SO Calle Del Cerro	Primary Arterial
64	La Pedriza	Camino	NO Avenida Pico	Collector
65	La Pedriza	Camino	EO Avenida Vista Hermosa	Collector
66	Mares	Camino De Los	NO Camino Del Rio	Secondary Arterial
67	Mares	Camino De Los	EO Camino Vera Cruz	Secondary Arterial
68	Mares	Camino De Los	EO Calle Nuevo	Secondary Arterial
69	Mares	Camino De Los	EO Avenida Vaquero	Secondary Arterial
70	Mares	Camino De Los	EO Marbella	Secondary Arterial
71	Mares	Camino De Los	EO El Molino	Secondary Arterial
72	Mares	Camino De Los	EO I-5 NB Off-Ramp	Secondary Arterial
73	Marquita	West	WO El Camino Real alley	Residential collector
74	Miguel	Calle	SO Avenida Presidio	Residential collector
75	Mira Costa	Camino	SO Camino De Estrella	Secondary Arterial
76	Mira Costa	Camino	EO Camino Capistrano	Secondary Arterial
77	Negocio	Calle	NO Calle Amanecer	Collector
78	Ola Vista	Avenida	SO Avenida Palizada	Collector
79	Ola Vista	Avenida	SO Avenida Victoria	Collector
80	Ola Vista	Avenida	SO Avenida Valencia	Collector
81	Ola Vista	Avenida	SO Calle Marina	Collector
82	Ola Vista	Avenida	SO Barcelona	Collector
83	Ola Vista	Avenida	SO Avenida Calafia	Collector
84	Palizada	Avenida	WO El Camino Real alley	Collector
85	Pastadero	Calle	NO Avenida Vista Montana	Collector
86	Pico	Avenida	EO El Camino Real	Primary Arterial
87	Pico	Avenida	EO Avenida Vista Hermosa	Major Arterial
88	Pico	Avenida	EO SCHS Entrance	Major Arterial
89	Pico	Avenida	EO Calle Frontera / Avenida Presidio	Major Arterial
90	Pico	Avenida	EO Calle Del Cerro	Major Arterial
91	Pico	Avenida	EO Calle Amanecer	Major Arterial
92	Pico	Avenida	EO Camino Vera Cruz	Major Arterial
93	Pico	Avenida	EO W Plaza Pacifica	Major Arterial
94	Pico	Avenida	EO Avenida La Pata	Major Arterial
95	Portico Del Sur / Norte		NO Camino de Los Mares west	Collector
96	Presidente	Avenida Del	SO Avenida Valencia	Collector
97	Presidente	Avenida Del	SO Avenida Calafia	Collector
98	Presidio	Avenida	SO Avenida Pico	Collector

TRAFFIC DATA LOCATION LIST

24-HOUR ADT

No.	Location - Street Name	Prefix	Section (EO - East of; WO - West of; SO - South of; NO - North of)	Street Classification
99	Presidio	Avenida	SO Calle Miguel north	Collector
100	Presidio	Avenida	SO Avenida Salvador	Collector
101	Presidio	Avenida	SO Calle Cortez	Collector
102	Puerta del Sol / Hermosa	Avenida Vista	SO Avenida Pico	Collector
103	Saluda	Calle	WO Avenida Talega	Collector
104	Saluda	Calle	EO Avenida La Pata	Collector
105	Salvador	Avenida	SO Avenida Presidio	Collector
106	Salvador	Avenida	NO Avenida San Pablo	Collector
107	San Pablo	Avenida	EO Avenida Acapulco	Collector
108	San Pablo	Avenida	EO Avenida Salvador	Collector
109	Sarmentoso		NO Camino Vera Cruz	Collector
110	Sarmentoso		SO Camino Del Rio	Collector
111	Talega	Avenida	WO Camino Tierra Grande	Secondary Arterial
112	Talega	Avenida	EO Calle Saluda	Secondary Arterial
113	Talega	Avenida	EO Avenida Vista Hermosa	Secondary Arterial
114	Talega	Avenida	EO Avenida Pico	Secondary Arterial
115	Toledo	Calle	SO Avenida Barcelona	Residential collector
116	Valencia	Avenida	WO Avenida Del Presidente	Residential collector
117	Vallarta	Calle	EO Avenida Vaquero	Collector
118	Vaquero	Avenida	SO Camino De Los Mares	Secondary Arterial
119	Vaquero	Avenida	SO Calle Vallarta	Secondary Arterial
120	Vaquero	Avenida	NO Vista Torito	Secondary Arterial
121	Vaquero	Avenida	EO Camino Capistrano	Secondary Arterial
122	Vera Cruz	Camino	SO Camino De Los Mares	Secondary Arterial
123	Vera Cruz	Camino	SO Sarmentoso	Secondary Arterial
124	Vera Cruz	Camino	SO Via Blanco	Secondary Arterial
125	Vera Cruz	Camino	SO Avenida Vista Hermosa	Secondary Arterial
126	Vera Cruz	Camino	NO Avenida Pico	Secondary Arterial
127	Vista Montana	Avenida	SO Calle Del Cerro upper	Collector
128	Vista Montana	Avenida	SO Calle Del Cerro lower	Collector





TRAFFIC DATA LOCATION LIST

INTERSECTION TURNING MOVEMENT, PEDESTRIAN AND BICYCLIST - MANUAL COUNTS

No.	Location	TMC Weekdays	TMC Saturday	Pedestrian & Bicyclist Weekdays & Saturday
1	Avenida Pico & Avenida La Pata	W, Th or F 7:00 am - 9:00 am 4:00 pm - 6:00 pm	11:00 am - 1:00 pm	W, Th or F 7:00 am - 9:00 am 4:00 pm - 6:00 pm Saturday 11:00 am - 1:00 pm
2	Avenida Pico & Avenida Presidio_Calle Frontera	W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm	11:00 am - 1:00 pm	W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm Saturday 11:00 am - 1:00 pm
3	Avenida Pico & Camino Vera Cruz	W, Th or F 7:00 am - 9:00 am 3:30 pm - 5:30 pm	11:00 am - 1:00 pm	W, Th or F 7:00 am - 9:00 am 3:30 pm - 5:30 pm Saturday 11:00 am - 1:00 pm
4	Avenida Pico & Gateway Plaza	W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm	11:00 am - 1:00 pm	W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm Saturday 11:00 am - 1:00 pm
5	Avenida Vista Hermosa & Avenida La Pata	W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm		W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm
6	Avenida Vista Hermosa & Camino Vera Cruz	W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm		W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm
7	Beach Trail @ Avenida Estacion	W, Th or F 10:00 am - 12:00 pm 4:00 pm - 6:00 pm	11:00 am - 1:00 pm	W, Th or F 10:00 am - 12:00 pm 4:00 pm - 6:00 pm Saturday 11:00 am - 1:00 pm
8	Beach Trail @ Avenida Victoria/Pier Service Road			W, Th or F 8:00 am - 10:00 am 4:00 pm - 6:00 pm Saturday 11:00 am - 1:00 ppr
9	Beach Trail @ Calafia State Beach			W, Th or F 8:00 am - 10:00 am 4:00 pm - 6:00 pm Saturday 11:00 am - 1:00 ppr
10	Bike path to Trestles & Avenida Del Presidente			W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm Saturday 11:00 am - 1:00 pm
11	Camino De Los Mares & Camino Vera Cruz	W, Th or F 7:00 am - 9:00 am 3:30 pm - 5:30 pm		
12	El Camino Real & Avenida Pico	W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm	11:00 am - 1:00 pm	W, Th or F 6:30 am - 8:30 am 3:30 pm - 5:30 pm Saturday 11:00 am - 1:00 pm
13	El Camino Real & Camino Capistrano	W, Th or F 7:00 am - 9:00 am 3:30 pm - 5:30 pm	11:00 am - 1:00 pm	W, Th or F 7:00 am - 9:00 am 3:30 pm - 5:30 pm Saturday 11:00 am - 1:00 pm
14	El Camino Real & Estacion	W, Th or F 7:00 am - 9:00 am 3:30 pm - 5:30 pm	11:00 am - 1:00 pm	W, Th or F 7:00 am - 9:00 am 3:30 pm - 5:30 pm Saturday 11:00 am - 1:00 pm
<b>Total Location:</b>		<b>11</b>	<b>8</b>	<b>13</b>

# **FY 23/24 CITYWIDE TRAFFIC DATA COLLECTION SERVICES**

## **EXHIBIT B SCHEDULE OF SERVICES**

The Consultant shall begin work within ten (10) working days of receipt of the Notice to Proceed, or have the City Engineer approve Consultant's proposed schedule within ten days of the Notice to Proceed. The Consultant shall complete the subject project by 90 working days after receiving a Notice to Proceed from the City.

To ensure the project will progress smoothly, the Project Manager will be notified of each week's schedule in advance. This will allow the City to assist the Consultant to coordinate with any possible street construction or other factor that might have an adverse effect on the schedule.

Order of traffic count locations to be conducted:

- Radar Speed Surveys: Conducted Week 1 to 2
- 24-Hour ADT Directional Data Counts: Conducted Week 1 to Week 6
- Machine Counts 1-Week: Conducted Week 1 to Week 2
- Manual Turning Movement Counts: Conducted Week 1 and Week 2
- Pedestrian and Bicycle Counts: Conducted Week 1 and Week 2

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

3.2.12 Insurance.

3.2.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.12.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence. (1) a Personal Automobile Liability policy for the Consultant's own vehicle stipulating "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident"; and (2) a non-owned auto endorsement to the Commercial General Liability policy if Consultant uses vehicles of others (e.g., vehicles of employees).

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.12.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.4 Professional Liability (Errors & Omissions):

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

3.2.12.5 Workers' Compensation:

(A) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.12.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.12.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall specifically allow Consultant or others providing

insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.2.12.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention greater than \$5,000 must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.12.9 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.12.10 Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.

3.2.12.11 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A- VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.12.12 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.2.12.13 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.12.14 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing



subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

EXHIBIT D

FEE SCHEDULE OF SERVICES

In full compensation for the Services performed by Consultant, City shall pay Consultant for actual work performed based on the following fee schedule and actual quantities and hours:

Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Manual Radar Speed Survey for Roadway Segments (both directions, minimum 100 vehicles each direction)	82	EA	\$75.00	\$6,150.00
2	Machine Count 24-Hour ADT Directional Data for Street Segments listed on Exhibit B for 2-lane residential, collector and/or major arterial streets.	128	EA	\$75.00	\$9,600.00
3	Machine Count 1-Week ADT & Classification Data on Primary/Secondary Arterial (4-Lanes)	1	EA	\$750.00	\$750.00
4	Machine Count 1-Week ADT & Classification Data on Major Arterial (6-Lanes)	4	EA	\$900.00	\$3,600.00
5	Manual Count Weekdays - Intersection Turning Movement 2 Hours AM and 2 Hours PM	11	EA	\$160.00	\$1,760.00
6	Manual Count Saturday - Intersection Turning Movement 2 Hours AM/PM	8	EA	\$80.00	\$640.00
7	Pedestrians & Bicyclist Counts 2 Hours AM and 2 Hours PM Weekdays; 2 Hours AM/PM Saturday	13	EA	\$60.00	\$780.00
8	As Needed 24-Hour ADT & Classification on Primary/Secondary Arterial (4-Lanes)	1	EA	\$200.00	\$200.00
9	As Needed Manual Intersection Turning Movement Counts on Weekdays	1	HOUR	\$160.00	\$160.00
10	As Needed Manual Intersection Turning Movement Counts on Saturday	1	HOUR	\$80.00	\$80.00

Subtotal: \$23,720.00  
 As-needed counts (to be determined) \$1,280.00

There are no reimbursable expenses under this Agreement.

**Total (Not to Exceed): \$25,000.00**

WORKER'S COMPENSATION INSURANCE CERTIFICATION

**WORKERS' COMPENSATION DECLARATION**

I hereby affirm under penalty of perjury one of the following declarations:

**(ONE OF THE BOXES BELOW MUST BE CHECKED)**

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier CHUBB National Ins. Co.

Policy Number (24) 7178-70-98

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

**WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.**

Dated: December 21, 2023

Counts Unlimited, Inc.

("CONSULTANT")

By:

  
Alie Campos (Dec 21, 2023 10:27 PST)

Vice President

Title  
11681 Sterling Ave, Suite B

Address  
Riverside, CA 92503