



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, June 23, 2020 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

**Erica Pezold, Mayor Pro Tempore
Don Sedgwick, Council Member**

**Dore J. Gilbert, M.D., Council Member
Dave Wheeler, Council Member**

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, CA 92653

NOTICE REGARDING CORONAVIRUS (COVID-19): This meeting is being conducted utilizing teleconferencing and electronic means consistent with State of California Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The live stream of the meeting may be viewed online at <http://lagunahillsca.igm2.com/Citizens/Default.aspx>. If you wish to attend the Council meeting in person, the City Council Chambers is located at 24035 El Toro Road, Laguna Hills, CA 92653. The public shall have the right to observe and offer public comment at this location. If you plan on attending, please follow the California Department of Health Guidelines by washing your hands often, refrain from handshakes and maintain social distance of six feet between individuals.

Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the June 23, 2020, Council meeting, to please submit your comments by email to be read aloud at the meeting by the City Clerk. Email comments must be submitted to the City Clerk at publiccomments@lagunahillsCA.gov. All email comments shall be subject to the same rules as would otherwise govern speaker comments at the Council meeting. Electronic comments on agenda items for the June 23, 2020, Council meeting may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Reading of Public Comments: The City Clerk shall read all email comments, provided that the reading shall not exceed three (3) minutes, or such other times as the Council may provide, consistent with the time limit for speakers at a Council meeting. The email comments submitted shall become part of the record of the Council meeting.

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

PLEDGE OF ALLEGIANCE**ROLL CALL OF CITY COUNCIL MEMBERS****1. PRESENTATIONS AND PROCLAMATIONS****1.1 Presentation of Proclamation for "Wildfire Awareness and Prevention Season"**

Recommendation: That the City Council issue a Proclamation declaring mid-summer through early autumn as "Wildfire Awareness and Prevention Season" and that Mayor Heft present the Proclamation to the Orange County Fire Authority.

2. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

3. CONSENT CALENDAR

All matters listed under "CONSENT CALENDAR" are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for June 9, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 9, 2020, Regular Meeting.

3.3 Ratification of June 23, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 29, 2020, to June 11, 2020, in the amount of \$301,537.87.

3.4 Adoption of the Annual Appropriations Limit for Fiscal Year 2020/2021

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2020/2021 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

3.5 Amendment No. 2 to Traffic Signal Maintenance Services Agreement with Crosstown Electrical & Data, Inc.

Recommendation: That the City Council approve Amendment No. 2 to Traffic Signal Maintenance Services Agreement with Crosstown Electrical & Data, Inc., and authorize the City Manager to sign the Amendment No. 2.

3.6 Professional Services Agreements for On-Call Traffic Engineering, Traffic Signal Operations Support and Transportation Engineering Services

Recommendation: That the City Council approve the proposed Professional Services Agreements for On-Call Traffic Engineering, Traffic Signal Operations Support and Transportation Engineering Services with: (1) Advantec Consulting Engineers, Inc.; (2) Hartzog & Crabill, Inc.; and (3) RK Engineering Group, Inc., and authorize the Mayor to execute the Agreements.

3.7 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus, and Confirmation of the Director of Emergency Services/City Manager's Executive Orders Related Thereto

Recommendation: That the City Council: 1) Review the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's executive orders related thereto.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY**4.1. ROLL CALL OF PLANNING AGENCY MEMBERS****4.2. PUBLIC COMMENTS**

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

4.3. APPROVAL OF MINUTES**4.3.1 Approval of Minutes for June 9, 2020, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 9, 2020, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS**4.5. PLANNING AGENCY PUBLIC HEARINGS****PLANNING AGENCY ADJOURNMENT****5. CITY COUNCIL PUBLIC HEARINGS****6. ADMINISTRATIVE REPORTS****6.1. City Manager****6.2. City Attorney****6.2.1 Ordinance Adding Chapter 1-40 to the Laguna Hills Municipal Code Relating to Campaign Contribution Limits for Elective City Office**

Recommendation: That the City Council introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adding Chapter 1-40 to Title 1 (General Provisions) of the Laguna Hills Municipal Code relating to Campaign Contribution Limits for Elective City Office."

6.3. Deputy City Manager/Community Services Director**6.3.1 Coronavirus Update on Status of City of Laguna Hills' Recreation Facilities Openings and Closures**

Recommendation: That the City Council receive and file the report.

6.3.2 Small Business Grant Relief Program

Recommendation: That the City Council receive and file the report.

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8. CITY COUNCIL MEMBER COMMENTS****ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be July 14, 2020, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by June 19, 2020, at 5:00 pm.



City Clerk

June 19, 2020

Date

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Presentation of Proclamation for "Wildfire Awareness and Prevention Season"

RECOMMENDATION: That the City Council issue a Proclamation declaring mid-summer through early autumn as "Wildfire Awareness and Prevention Season" and that Mayor Heft present the Proclamation to the Orange County Fire Authority.

SUMMARY:

The City received a request from the Orange County Fire Authority (OCFA) to issue a Proclamation declaring the height of wildfire season beginning in mid-summer through early autumn as "Wildfire Awareness and Prevention Season". Staff is recommending that the City Council issue the Proclamation to be presented to OCFA Battalion Chief Michael Contreras at the June 23, 2020, City Council Meeting.

ATTACHMENTS:

- Proclamation

PROCLAMATION WILDFIRE AWARENESS AND PREVENTION SEASON MID-SUMMER THROUGH EARLY AUTUMN

WHEREAS, in the last four years, California has experienced 8 of the most destructive and 5 of the deadliest wildfires in the state's history. In 2019, wildfires burned more than 259,823 acres, destroyed over 732 structures and tragically claimed 3 lives; and

WHEREAS, climate change has created a new wildfire reality in California. Persistent drought, warmer temperatures and more severe winds have created conditions that will lead to more frequent and catastrophic fires. To meet this challenge, California must adopt an all-of-the-above approach to protecting public safety and maintaining the health of our forests; and

WHEREAS, eleven million people – approximately a quarter of the state's population – live in high fire risk areas, including the Wildland-Urban Interface. Public education and up-to-date regional emergency planning will be key to making our communities more resilient to the impacts of wildfire and other extreme weather events. Orange County residents can learn about Ready, Set, Go! to prepare for wildfire season and help prevent loss of life and property at www.OCFA.org/RSG; and

WHEREAS, we must also recognize that a robust wildfire response by firefighters alone cannot protect us, and every citizen has a key role in preventing destructive wildfires from occurring; and

NOW, THEREFORE, I, Janine Heft, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim the height of wildfire season beginning in mid-summer and running through early autumn as "Wildfire Awareness and Prevention Season" in Laguna Hills and encourages everyone to do their part to raise public awareness, take steps to protect our homes and businesses, and to prevent sparking a wildfire. One less spark means one less wildfire.

Dated this 12th day of May 2020.

JANINE HEFT, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for June 9, 2020, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the June 9, 2020, Regular Meeting.

ATTACHMENTS:

- 200609 CC Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**REGULAR MEETING
MINUTES
Tuesday, June 9, 2020**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:30 p.m. by Mayor Heft.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Erica Pezold	Mayor Pro Tempore	Present	
Dore J. Gilbert, M.D.	Council Member	Remote	
Don Sedgwick	Council Member	Remote	
Dave Wheeler	Council Member	Remote	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no public comments on closed session item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

The City Council convened into Closed Session to consider the matter listed above.

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - CONVENING AT 7:00 PM**CALL TO ORDER**

The meeting was called to order at 7:00 p.m. by Mayor Heft.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE PEZOLD**ROLL CALL OF CITY COUNCIL MEMBERS**

Attendee Name	Title	Status	Arrived
Janine Heft	Mayor	Present	
Erica Pezold	Mayor Pro Tempore	Present	
Dore J. Gilbert, M.D.	Council Member	Remote	
Don Sedgwick	Council Member	Remote	
Dave Wheeler	Council Member	Remote	

CLOSED SESSION REPORT

City Attorney Simonian stated that the City Council convened into closed session this evening pursuant to the authorities listed on the Agenda. There was no reportable action taken.

1. PRESENTATIONS AND PROCLAMATIONS

There were no presentations or proclamations.

2. PUBLIC COMMENTS

Mike Slawinski, a resident of Laguna Hills, expressed concerns regarding sounds of explosions near Sheep Hills Park.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar with Council Member Wheeler removing Item No. 3.7 and Item No. 3.9.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor Pro Tempore
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for May 26, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the May 26, 2020, Regular Meeting.

3.3 Ratification of June 9, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 15, 2020, to May 28, 2020, in the amount of \$1,073,314.75.

3.4 City Wide Engineering and Traffic Survey for Speed Limits

Recommendation: That the City Council approve and adopt the Engineering and Traffic Survey for Speed Limits, April 2020.

3.5 Renewed Measure M (M2) Compliance Reporting to the Orange County Transportation Authority (OCTA)

Recommendation: That the City Council: (1) Approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited, to the Seven-Year Capital Improvement Program; (2) Adopt the Pavement Management Plan; and (3) Adopt Resolution No. 2020-06-09-1: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the update of the Local Signal Synchronization Plan for the Measure M (M2) Program."

3.6 Approval of Amendment Five to "Cooperation Agreement Between the County of Orange and City of Laguna Hills" for the Purpose of Extending the City's Eligibility to Participate in the County of Orange Community Development Block Grant (CDBG) Program

Recommendation: That the City Council approve Amendment Five to the Cooperation Agreement between the County of Orange and the City of Laguna Hills and authorize the City Manager to sign the Amendment.

3.8 A Proposed Resolution Authorizing an Application For, and Receipt Of, Local Government Planning Support Grant Program Funds from the Local Early Action Planning (LEAP) Program.

Recommendation: That the City Council adopt Resolution No. 2020-06-09-2: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing an application for, and receipt of, Local Government Planning Support Grant Program Funds."

3.10 City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus, and Confirmation of the Director of Emergency Services/City Manager's Executive Order Related Thereto

Recommendation: That the City Council: 1) Review the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's executive order related thereto.

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.7 Fiscal Years 2020/2021 - 2024/2025 Trauma Intervention Program Agreement

Council Member Wheeler removed Item No. 3.7 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve the proposed (5 year) Victim Support Services Agreement with Trauma Intervention Programs, Inc., for Fiscal Years 2020/2021 - 2024/2025 and authorize the City Manager to execute the Agreement.

A motion was made to move staff's recommendation by Mayor Pro Tempore Pezold, seconded by Council Member Sedgwick.

A substitute motion was made to table the item by Council Member Wheeler and no second was made. As a result, no action was taken on this motion.

Mayor Heft called for a vote on the original motion as moved by Mayor Pro Tempore Pezold, seconded by Council Member Sedgwick.

Council Member Gilbert was inadvertently disconnected from the meeting at 7:19 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor Pro Tempore
SECONDER:	Don Sedgwick, Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Don Sedgwick, Council Member; Dave Wheeler, Council Member
ABSENT:	Dore J. Gilbert, M.D., Council Member

Council Member Gilbert rejoined the meeting at 7:20 p.m.

3.9 2019 Laguna Hills Police Services Annual Report

Council Member Wheeler removed Item No. 3.7 from the Consent Calendar to request additional information.

Recommendation: That the City Council receive and file the 2019 Laguna Hills Police Services Annual Report.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

Robin Jochims, a resident of Laguna Hills, expressed her appreciation for law enforcement.

4. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:28 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Erica Pezold	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Remote	
Dave Wheeler	Agency Member	Remote	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for May 26, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the May 26, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Erica Pezold, Vice Chair
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

4.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2020/2021 Capital Improvement Program

Assistant City Manager/Director of Public Services Rosenfield reviewed the information provided in the staff report.

Recommendation: That the Planning Agency adopt Resolution No. PA2020-06-09-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2020/2021 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Erica Pezold, Vice Chair
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 7:33 p.m. Mayor Heft and Mayor Pro Tempore Pezold were present. Council Member Gilbert, Council Member Sedgwick, and Council Member Wheeler were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

6. ADMINISTRATIVE REPORTS**6.1. City Manager****6.1.1 Fourth of July Fireworks Contract**

City Manager White reviewed the information provided in the staff report.

At the request of Mayor Heft, Matt Biolchino, a licensed pyrotechnician with Fireworks America, spoke regarding potential options for a fireworks show.

Recommendation: That the City Council receive and file this report.

A motion was made to move staff's recommendation by Council Member Gilbert, seconded by Mayor Pro Tempore Pezold.

A substitute motion was made to have a fireworks only show with live video streaming and to approve the Fireworks America contract by Mayor Heft, seconded by Council Member Wheeler.

RESULT:	FAILED [2 TO 3]
MOVER:	Janine Heft, Mayor
SECONDER:	Dave Wheeler, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Council Member
NAYS:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member

Mayor Heft called for a vote on the original motion as moved by Council Member Gilbert, seconded by Mayor Pro Tempore Pezold.

RESULT:	APPROVED [3 TO 2]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member
NAYS:	Janine Heft, Mayor; Dave Wheeler, Council Member

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

8. CITY COUNCIL MEMBER COMMENTS

Council Member Wheeler

Council Member Wheeler reported on a recent ACC-OC meeting he attended.

Council Member Wheeler requested that an issue regarding businesses recording personal medical information be agendized for a future meeting and received a second from Mayor Heft.

Council Member Sedgwick

Council Member Sedgwick stated that the State requires that an organization adopt a contract tracing protocol of some sort.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 7:57 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of June 23, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of June 23, 2020, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from May 29, 2020, to June 11, 2020, in the amount of \$301,537.87.

SUMMARY:

The City issues accounts payable disbursements on a regular basis and presents it to City Council for ratification at its next regularly scheduled City Council Meeting. The attached Warrant Register containing checks and electronic funds transfers for the period from May 29, 2020, to June 11, 2020, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - June 23, 2020
- Warrant Register, Payables Detail Report - June 23, 2020



City of Laguna Hills, CA

Warrant Register - June 23, 2020

By Check Number

Date Range: 05/29/2020 - 06/11/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8818016	A-0360	ARC DOCUMENT SOLUTIONS, LLC	06/04/2020	447.77
8818017	A-0365	AT&T - CALNET 3	06/04/2020	20.78
8818018	C-1176	COMPUTER SERVICE CO.	06/04/2020	4,872.80
8818019	C-0023	COX COMMUNICATION	06/04/2020	211.81
8818020	D-0461	DATA TICKET, INC.	06/04/2020	343.21
8818021	D-0561	DOCU-TRUST LAGUNA VAULT	06/04/2020	75.00
8818022	E-0554	ECONOMICS, INC.	06/04/2020	7,774.65
8818023	Z-CS-0342	GRIFFITH, BARBARA	06/04/2020	100.00
8818024	I-0902	INT'L INST. OF MUNICIPAL CLERK	06/04/2020	135.00
8818025	J-1057	JAMEY CLARK, INC.	06/04/2020	376.00
8818026	K-1196	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	06/04/2020	15,840.00
8818027	Z-CS-0009	LAGUNA HILLS HIGH SCHOOL	06/04/2020	100.00
8818028	L-1381	LEE, JENNIFER	06/04/2020	239.09
8818029	M-1600	MERCY HOUSE LIVING CENTERS, INC.	06/04/2020	352.12
8818030	M-1388	MOBILE MINI, INC.	06/04/2020	82.97
8818031	M-1302	MOULTON NIGUEL WATER DISTRICT	06/04/2020	3,396.41
8818032	N-1474	NIEVES LANDSCAPE, INC.	06/04/2020	86,674.00
8818033	N-1492	NV5, INC.	06/04/2020	1,240.00
8818034	R-1946	RK ENGINEERING GROUP, INC.	06/04/2020	7,808.00
8818035	R-1813	RPW SERVICES, INC.	06/04/2020	1,560.00
8818036	S-1904	SOUTHERN CALIFORNIA EDISON	06/04/2020	703.63
8818037	S-2095	STONE IMAGERY	06/04/2020	43.10
8818038	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	06/04/2020	163.54
8818039	W-2337	WEST COAST ARBORISTS, INC.	06/04/2020	33,911.85
8818040	Z-CS-0346	ALDANA, GINA	06/11/2020	500.00
8818041	A-0360	ARC DOCUMENT SOLUTIONS, LLC	06/11/2020	67.91
8818042	B-0304	BEE MAN, THE	06/11/2020	155.00
8818043	B-0440	BUCKNAM INFRASTRUCTURE GROUP, INC.	06/11/2020	10,218.16
8818044	C-1133	CALIFORNIA YELLOW CAB	06/11/2020	160.00
8818045	C-1144	CHARLES ABBOTT ASSOCIATES, INC	06/11/2020	18,229.29
8818046	C-1139	COMPLETE OFFICE OF CALIFORNIA	06/11/2020	1,140.76
8818047	C-1176	COMPUTER SERVICE CO.	06/11/2020	5,488.08
8818048	C-0023	COX COMMUNICATION	06/11/2020	195.86
8818049	D-0541	DIAMOND ENVIRONMENTAL SERVICES	06/11/2020	2,580.48
8818050	E-0589	ESSEX REALTY MANAGEMENT, INC.	06/11/2020	4,296.53
8818051	C-1190	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	06/11/2020	3,006.00
8818052	Z-CS-0347	HOOD, DONNA	06/11/2020	310.00
8818053	I-0942	IRVINE RANCH WATER DISTRICT	06/11/2020	160.53
8818054	G-0709	JOE A. GONSALVES & SON	06/11/2020	2,900.00
8818055	Z-CS-0343	MARCHANT, BECKY	06/11/2020	500.00
8818056	M-1302	MOULTON NIGUEL WATER DISTRICT	06/11/2020	18,764.81
8818057	N-1474	NIEVES LANDSCAPE, INC.	06/11/2020	10,017.99
8818058	O-1546	OFFICE SOLUTIONS	06/11/2020	343.06
8818059	P-1829	PEST OPTIONS, INC.	06/11/2020	225.00
8818060	Z-CS-0344	POPER, MICHELLE	06/11/2020	175.00
8818061	R-1881	R.E.S.S.	06/11/2020	351.00
8818062	Z-CS-0345	SALVAY, ERICA	06/11/2020	180.00
8818063	S-1902	SAN DIEGO GAS & ELECTRIC	06/11/2020	9,739.34
8818064	S-1904	SOUTHERN CALIFORNIA EDISON	06/11/2020	3,947.70
8818065	T-2698	TPX COMMUNICATIONS	06/11/2020	545.65
8818066	T-2656	TYLER TECHNOLOGIES, INC.	06/11/2020	23,971.66
8818067	V-2249	US BANK VOYAGER FLEET SYSTEM	06/11/2020	582.34
8818068	V-2224	VERIZON WIRELESS	06/11/2020	2,295.99

Attachment: Warrant Register - June 23, 2020 (2154 : Warrant Register, June 23, 2020)

Warrant Register - June 23, 2020

Date Range: 05/29/2020 - 06/11/2020

Check Number	Vendor Number	Vendor Name
8818069	W-2448	WEST GATE CONTRACTOR

Payment Date	Payment Amount
06/11/2020	14,018.00
Total Regular:	301,537.87

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	54	0.00	301,537.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	76	54	0.00	301,537.87

Attachment: Warrant Register - June 23, 2020 (2154 : Warrant Register, June 23, 2020)

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	76	54	0.00	301,537.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	76	54	0.00	301,537.87

Fund Summary

Fund	Name	Period	Amount
998	POOL	6/2020	301,537.87
			301,537.87



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 05/29/2020 - 06/11/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
06/04/2020	AT&T - CALNET 3	000014686850	Traffic Signal, Public Services, Apr '20	100-355-630000	20.78
06/04/2020	DOCU-TRUST LAGUNA VAULT	039954	Offsite Data Storage, May '20	100-155-700030	75.00
06/04/2020	INT'L INST. OF MUNICIPAL CLERK	040220a	Annual Memberships, City Clerk, SC	100-155-610000	135.00
06/04/2020	COX COMMUNICATION	051920	Cable, City Hall, May '20	100-195-630000	32.19
06/04/2020	COX COMMUNICATION	052020	WiFi, City Hall, May '20	100-195-630000	179.62
06/04/2020	LEE, JENNIFER	060320	Mileage Reimbursement, City Clerk, 1/8 - 3/13/20	100-155-613000	239.09
06/04/2020	MOULTON NIGUEL WATER DISTRICT	060320	Water Usage, Public Services & Com Ctr, Apr '20	100-310-635100	621.09
06/04/2020	SOUTHERN CALIFORNIA EDISON	060320	Street Lights, Traffic Control, May '20	100-355-631000	20.89
06/04/2020	SOUTHERN CALIFORNIA EDISON	060320	Street Lights, Traffic Control, May '20	100-355-631900	682.74
06/04/2020	MOULTON NIGUEL WATER DISTRICT	060320	Water Usage, Public Services & Com Ctr, Apr '20	100-355-635000	2,775.32
06/04/2020	ARC DOCUMENT SOLUTIONS, LLC	10638939	Printing Services, Engineering, CIP 168-l, May '20	100-600-790600	447.77
06/04/2020	DATA TICKET, INC.	112688	Process Fee, Parking Citations, Apr	100-420-720823	343.21
06/04/2020	WEST COAST ARBORISTS, INC.	160082	Tree Trimming Services, Apr '20	100-355-720702	33,407.85
06/04/2020	WEST COAST ARBORISTS, INC.	160083	Tree Trimming Services, Apr '20	100-355-720702	504.00
06/04/2020	NV5, INC.	164557	Professional Services, Apr '20	100-355-950002	1,240.00
06/04/2020	RPW SERVICES, INC.	19786	Rodent Control, Public Services, May '20	100-355-720700	1,560.00
06/04/2020	RK ENGINEERING GROUP, INC.	200508	Engineering Services, SB-743, May	100-355-700101	4,928.00
06/04/2020	STONE IMAGERY	26043	Office Supplies, Jun '20	100-155-620000	43.10
06/04/2020	COMPUTER SERVICE CO.	4296-20-005	Traffic Signal Maintenance, May '20	100-355-720420	4,872.80
06/04/2020	MERCY HOUSE LIVING CENTERS, INC.	5003-20-03	Contract Services - Homelessness, Mar '20	100-310-720302	352.12
06/04/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	520200367	Street Maintenance, Jun '20	100-355-720400	112.30
06/04/2020	NIEVES LANDSCAPE, INC.	67368	Monthly and Misc Landscape, May	100-355-720700	86,674.00
06/04/2020	JAMEY CLARK, INC.	71859	Graffiti Removal, Public Services, May '20	100-355-720500	376.00
06/04/2020	MOBILE MINI, INC.	9008472853	Storage Rental, Community Center, 5/19 - 6/15/20	100-310-641000	82.97
06/04/2020	LAGUNA HILLS HIGH SCHOOL	CSRFSECOV-0001	Refund, Rec Fees - Special Events, R #1034323.002	100-000-451200	100.00
06/04/2020	GRIFFITH, BARBARA	CSRFSECOV-0002	Refund, Rec Fees - Special Events, R #1034323.002	100-000-451200	100.00
06/04/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	dsb20192808	Street Maintenance, Jun '20	100-355-720400	51.24
06/11/2020	TYLER TECHNOLOGIES, INC.	025-296315	Maintenance Agreement, Network Support, FY 20/21	100-000-140000	23,971.66
06/11/2020	COX COMMUNICATION	052920	WiFi Community Center, May '20	100-195-630000	195.86
06/11/2020	IRVINE RANCH WATER DISTRICT	060220	Water Usage, Public Services, May	100-355-635000	160.53
06/11/2020	SOUTHERN CALIFORNIA EDISON	060920	Street Lights, Traffic Control, May '20	100-355-631000	66.22
06/11/2020	SAN DIEGO GAS & ELECTRIC	060920	Street Lights, Traffic Control, May '20	100-355-631400	9,739.34
06/11/2020	SOUTHERN CALIFORNIA EDISON	060920	Street Lights, Traffic Control, May '20	100-355-631900	3,881.48
06/11/2020	MOULTON NIGUEL WATER DISTRICT	060920	Water Usage, Public Services, May	100-355-635000	18,764.81
06/11/2020	ARC DOCUMENT SOLUTIONS, LLC	10645442	Printing Services, Engineering, May	100-355-623000	67.91
06/11/2020	BEE MAN, THE	109659	Bee Removal, Public Services, Jun '20	100-355-720701	155.00
06/11/2020	WEST GATE CONTRACTOR	13	Graffiti Removal, Public Services, May '20	100-355-720500	14,018.00
06/11/2020	TPX COMMUNICATIONS	130210099-0	Communications Expense, Jun '20	100-195-630000	545.65
06/11/2020	JOE A. GONSALVES & SON	158249	Legislative Services, Jun '20	100-155-700020	2,900.00
06/11/2020	COMPLETE OFFICE OF CALIFORNIA	2460852-0	Operating Supplies, Comm Ctr, Jun	100-310-622005	35.90
06/11/2020	COMPLETE OFFICE OF CALIFORNIA	2461315-0	Computer Supplies, Jun '20	100-195-621000	300.62

Attachment: Warrant Register, Payables Detail Report - June 23, 2020 (2154 : Warrant Register, June 23, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 05/29/2020 - 06/11/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
06/11/2020	COMPUTER SERVICE CO.	3112 - 3146	Traffic Signal Maintenance, May '20	100-355-720420	5,488.08
06/11/2020	PEST OPTIONS, INC.	350537	Rodent Control, Public Services, May '20	100-355-720700	225.00
06/11/2020	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-01.07	City Engineer Services, May '20	100-355-700100	1,232.50
06/11/2020	BUCKNAM INFRASTRUCTURE GROUP, INC.	361-02.05	City Engineer Services, May '20	100-355-700100	8,985.66
06/11/2020	CHARLES ABBOTT ASSOCIATES, INC	61140	Road Maintenance, May '20	100-355-720400	18,229.29
06/11/2020	NIEVES LANDSCAPE, INC.	67434	Monthly and Misc Landscape, May	100-355-720700	1,280.00
06/11/2020	NIEVES LANDSCAPE, INC.	67451	Monthly and Misc Landscape, May	100-355-720700	903.13
06/11/2020	NIEVES LANDSCAPE, INC.	67452	Tree Trimming, May '20	100-355-720702	7,315.00
06/11/2020	NIEVES LANDSCAPE, INC.	67542	Monthly and Misc Landscape, May	100-355-720700	82.58
06/11/2020	NIEVES LANDSCAPE, INC.	67543	Monthly and Misc Landscape, May	100-355-720700	92.28
06/11/2020	NIEVES LANDSCAPE, INC.	67544	Monthly and Misc Landscape, May	100-355-720700	345.00
06/11/2020	R.E.S.S.	72043	Flag Replacement, Community Center, Jun '20	100-310-620500	351.00
06/11/2020	US BANK VOYAGER FLEET SYSTEM	869321901022 GENGOV:	Vehicle Fuel, May '20	100-155-613100	127.94
06/11/2020	US BANK VOYAGER FLEET SYSTEM	869321927022 COMSVCS	Vehicle Fuel, May '20	100-310-613100	96.26
06/11/2020	US BANK VOYAGER FLEET SYSTEM	869322032022 POLSVCS	Vehicle Fuel, May '20	100-420-613100	122.82
06/11/2020	US BANK VOYAGER FLEET SYSTEM	869322040022 PUBSVCS	Vehicle Fuel, May '20	100-355-613100	235.32
06/11/2020	VERIZON WIRELESS	9855383709	Communication Expense, May '20	100-000-120000	57.12
06/11/2020	VERIZON WIRELESS	9855383709	Communication Expense, May '20	100-195-630000	2,238.87
06/11/2020	POPER, MICHELLE	CSPCOV-0047	Refund, Program Fee, R	100-000-451000	175.00
06/11/2020	SALVAY, ERICA	CSPCOV-0048	Refund, Program Fee, R	100-000-451000	180.00
06/11/2020	HOOD, DONNA	CSPCOV-0049	Refund, Program Fee, R	100-000-451000	310.00
06/11/2020	MARCHANT, BECKY	FRDCOV-0049	#1017596.001 & #1017597.001 Refund, Facility Deposit, R	100-000-222000	500.00
06/11/2020	ALDANA, GINA	FRDCOV-0050	#1034206.002 Refund, Facility Deposit, R	100-000-222000	500.00
06/11/2020	OFFICE SOLUTIONS	I-01759163	#1033852.002 Operating Supplies, Jun '20	100-195-622000	152.64
06/11/2020	OFFICE SOLUTIONS	I-01759173	Office Supplies, Jun '20	100-195-620000	19.58
06/11/2020	OFFICE SOLUTIONS	I-01760258	Office Supplies, Jun '20	100-195-620000	170.84
06/11/2020	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 56295	Fingerprint ID System Charges, May '20	100-420-720835	1,503.00
06/11/2020	FINGERPRINT ID (AFIS) LAW ENF. - COUNTY OF ORANGE	SH 56456	Fingerprint ID System Charges, Jun	100-420-720835	1,503.00
Fund 100 - GENERAL FUND Total:					267,201.97
Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT					
06/04/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	060220	Professional Services, May '20	101-000-223000	15,840.00
06/04/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	060220	Professional Services, May '20	101-000-450000	(15,840.00)
06/04/2020	KELLY ASSOCIATES MANAGEMENT GROUP, LLC	060220	Professional Services, May '20	101-225-700040	15,840.00
06/04/2020	RK ENGINEERING GROUP, INC.	200509	Traffic Study, Village at Laguna Hills, May '20	101-000-223000	2,880.00
06/04/2020	RK ENGINEERING GROUP, INC.	200509	Traffic Study, Village at Laguna Hills, May '20	101-000-450000	(2,880.00)
06/04/2020	RK ENGINEERING GROUP, INC.	200509	Traffic Study, Village at Laguna Hills, May '20	101-225-700101	2,880.00
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					18,720.00
Fund: 221 - SENIOR MOBILITY PROGRAM					
06/11/2020	CALIFORNIA YELLOW CAB	4406020	Senior Mobility Program, Apr '20	221-310-720000	30.00
06/11/2020	CALIFORNIA YELLOW CAB	5406020	Senior Mobility Program, May '20	221-310-720000	130.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					160.00
Fund: 307 - C & D FORFEITED DEPOSITS					
06/04/2020	ECONOMICS, INC.	2017-2018.35	Professional Services, Recycling Program, May '20	307-355-700000	7,774.65
Fund 307 - C & D FORFEITED DEPOSITS Total:					7,774.65

Attachment: Warrant Register, Payables Detail Report - June 23, 2020 (2154 : Warrant Register, June 23, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 05/29/2020 - 06/11/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 430 - LOCAL EMERGENCY - COVID-19					
06/11/2020	DIAMOND ENVIRONMENTAL	0002624276	Contract Serv - Sanitation, Cabot Park, Jun '20	430-420-721505	860.16
06/11/2020	DIAMOND ENVIRONMENTAL	0002624277	Contract Serv - Sanitation, Comm Ctr, Jun '20	430-420-721505	860.16
06/11/2020	DIAMOND ENVIRONMENTAL	0002624278	Contract Serv - Sanitation, Civic Ctr, Jun '20	430-420-721505	860.16
06/11/2020	ESSEX REALTY MANAGEMENT, INC.	060820	Glass Install, Planning Dept	430-420-910000	4,296.53
06/11/2020	COMPLETE OFFICE OF CALIFORNIA	2460494-0	Supplies, Public Safety, COVID-19, Jun '20	430-420-622000	475.82
06/11/2020	COMPLETE OFFICE OF CALIFORNIA	2461312-0	Supplies, Public Safety, COVID-19, Jun '20	430-420-622000	328.42
Fund 430 - LOCAL EMERGENCY - COVID-19 Total:					7,681.25
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
06/04/2020	ARC DOCUMENT SOLUTIONS, LLC	10638939	Printing Services, Engineering, CIP 168-I, May '20	600-000-490100	(447.77)
06/04/2020	ARC DOCUMENT SOLUTIONS, LLC	10638939	Printing Services, Engineering, CIP 168-I, May '20	600-251-950168	447.77
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					301,537.87

Attachment: Warrant Register, Payables Detail Report - June 23, 2020 (2154 : Warrant Register, June 23, 2020)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	267,201.97	267,201.97
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	18,720.00	18,720.00
221 - SENIOR MOBILITY PROGRAM	160.00	160.00
307 - C & D FORFEITED DEPOSITS	7,774.65	7,774.65
430 - LOCAL EMERGENCY - COVID-19	7,681.25	7,681.25
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	301,537.87	301,537.87

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	57.12	57.12
100-000-140000	Pre-paid Expenditures	23,971.66	23,971.66
100-000-222000	Refundable Deposits	1,000.00	1,000.00
100-000-451000	Recreation Fees	665.00	665.00
100-000-451200	Recreation Fees-SpclEvents 7/4	200.00	200.00
100-155-610000	Memberships and Dues Expense	135.00	135.00
100-155-613000	Mileage Reimbursement	239.09	239.09
100-155-613100	Vehicle-Fuel	127.94	127.94
100-155-620000	Office Supplies	43.10	43.10
100-155-700020	Professional Services - Legislative	2,900.00	2,900.00
100-155-700030	Professional Svcs- City Clerk	75.00	75.00
100-195-620000	Office Supplies	190.42	190.42
100-195-621000	Computer Supplies	300.62	300.62
100-195-622000	Operating Supplies	152.64	152.64
100-195-630000	Telephone & Communication	3,192.19	3,192.19
100-310-613100	Vehicle-Fuel	96.26	96.26
100-310-620500	Office Supplies - Comm Ctr	351.00	351.00
100-310-622005	Operating Supplies Comm Ctr	35.90	35.90
100-310-635100	Utilities - Water Comm Ctr	621.09	621.09
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-720302	Contract Services - Homelessness	352.12	352.12
100-355-613100	Vehicle-Fuel	235.32	235.32
100-355-623000	Printing	67.91	67.91
100-355-630000	Telephone & Communication	20.78	20.78
100-355-631000	Utilities - Electric	87.11	87.11
100-355-631400	Electric-Street Lights/Signals	9,739.34	9,739.34
100-355-631900	UtilitiesElectricOnBillFinancing	4,564.22	4,564.22
100-355-635000	Utilities - Water	21,700.66	21,700.66
100-355-700100	City Engineer Services	10,218.16	10,218.16
100-355-700101	Traffic Engineer Services	4,928.00	4,928.00
100-355-720400	Street Maintenance	18,392.83	18,392.83
100-355-720420	Traffic Signal Maintenance	10,360.88	10,360.88
100-355-720500	Graffiti Removal	14,394.00	14,394.00
100-355-720700	Landscape Maintenance Contract	91,161.99	91,161.99
100-355-720701	Parks Contract Repair	155.00	155.00
100-355-720702	Tree Maintenance	41,226.85	41,226.85
100-355-950002	Landscape Repairs - Luna Bonita	1,240.00	1,240.00
100-420-613100	Vehicle-Fuel	122.82	122.82
100-420-720823	Parking Citation Processing	343.21	343.21
100-420-720835	Fingerprint Identification Svc	3,006.00	3,006.00
100-600-790600	Transfers Out - Capital Imprv	447.77	447.77
101-000-223000	Plan Application Deposit	18,720.00	18,720.00
101-000-450000	Planning Fees	(18,720.00)	(18,720.00)
101-225-700040	Consultant Services, Project	15,840.00	15,840.00
101-225-700101	Consultant Services, Traffic	2,880.00	2,880.00
221-310-720000	Contract Services	160.00	160.00
307-355-700000	Professional Services	7,774.65	7,774.65

Attachment: Warrant Register, Payables Detail Report - June 23, 2020 (2154 : Warrant Register, June 23, 2020)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
430-420-622000	Supplies - Public Safety, COVID-	804.24	804.24
430-420-721505	Contract Services-	2,580.48	2,580.48
430-420-910000	Equipment & Machinery-Public	4,296.53	4,296.53
600-000-490100	Transfer In- General Fund	(447.77)	(447.77)
600-251-950168	TrafficSignalImprovCoordination	447.77	447.77
Grand Total:		301,537.87	301,537.87

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	301,537.87	301,537.87
Grand Total:	301,537.87	301,537.87



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Adoption of the Annual Appropriations Limit for Fiscal Year 2020/2021

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2020/2021 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

SUMMARY:

In accordance with Article XIII B of the California Constitution, which placed limits on the amount of revenue that can be spent by public entities from proceeds of taxes, the City is required to establish a new appropriations limit each year. By applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for Fiscal Year 2020/2021 is calculated to be \$42,636,391. Staff has determined that the City will be under the limit by \$28,672,703 for the Fiscal Year 2020/2021. A Resolution establishing the limit for Fiscal Year 2020/2021 is attached to this report.

BACKGROUND:

As required by law, the voters approved an appropriations limit of \$9,102,336 for Fiscal Year 1993/1994. This limit serves as the "base year" and is adjusted annually based on population and inflation factors. In Fiscal Year 1996/1997, the limit was adjusted by \$2,032,217 to account for the anticipated increase in revenues due to the annexation of North Laguna Hills. This amount was based on the information available from the County. Subsequently, actual revenues exceeded the initial forecast, thus an additional

Appropriations Limit for FY 2020/2021

June 23, 2020

Page 2

revenue amendment of \$1,858,438 was factored into the Fiscal Year 1999/2000 limit calculation. In Fiscal Year 2001/2002, the limit was amended in order to use the City's actual population change to reflect the increase in the City's population as a result of the Westside annexation.

Applying the allowable population and per capita income growth factors, the appropriation limit for the City of Laguna Hills for Fiscal Year 2020/2021 is calculated to be \$42,636,391. This calculation must be made available to the public for 15 days prior to adoption. This requirement has been satisfied.

Pursuant to State law, the City may not appropriate any proceeds of taxes it receives in excess of \$42,636,391 for Fiscal Year 2020/2021. The anticipated proceeds of taxes, less qualified exclusions for Fiscal Year 2020/2021, resulted in an amount of \$13,963,688 subject to the limit, which is well below the legal limit by \$28,672,703. The following calculation shows the amount under the limit for Fiscal Year 2020/2021:

Fiscal Year 2020/2021 Appropriations Limit	\$42,636,391
Less: Total Subject to Appropriations Limit	\$13,963,688
Amount Under the Appropriations Limit	\$28,672,703

State law also requires that the annual calculation of the limit be reviewed as part of an annual financial audit. This annual review evaluates the accuracy of the computations and the adequacy of documentation. In compliance with the requirements of Section 1.5 of Article XIII B of the California Constitution, an agreed upon procedures engagement is performed by the City's auditors as part of the annual financial audit each fiscal year.

ATTACHMENTS:

- Proposed Resolution - Appropriations Limit for Fiscal Year 2020/2021
- Proposed Resolution Exhibit A - Appropriations Limit Calculation FY 2020/2021
- Appropriations Limit FY 2020/2021 Calculation Worksheets

RESOLUTION NO. 2020-06-23-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2020/2021 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA AND SECTION 7910 OF THE GOVERNMENT CODE

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Article XIII B requires public entities in the State of California to set an annual Appropriations Limit; and

WHEREAS, the league of California Cities issued in March 1991 uniform guidelines for the implementation of the provision of Article XIII B of the California Constitution; and

WHEREAS, Government Code Section 7910 calls for the adoption of the annual Limit prior to the beginning of the Fiscal Year 2020/2021; and

WHEREAS, Article XIII B requires the City Council to select the population and inflation factors for the year's Appropriations Limit calculation; and

WHEREAS, the Appropriations Limit must be adhered to in adopting the City's Biennial Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That in accordance with Article XIII B of the Constitution of the State of California and Section 7910 of the Government Code and as set forth in detail in the attached Exhibit "A" the Appropriations Limit beginning July 1, 2020, is established at \$42,636,391.

SECTION 2. That the inflation factor being utilized to calculate the Fiscal Year 2020/2021 Appropriations Limit is based on the percentage change in California's per capita income.

SECTION 3. That the population factor being utilized to calculate Fiscal Year 2020/2021 Appropriations Limit is the population growth for the County of Orange.

SECTION 4. That the Appropriations Limit shall not be exceeded in the adopted budget nor by any proposed amendment to the budget.

PASSED, APPROVED, AND ADOPTED this 23rd day of June 2020.

JANINE HEFT, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of
Resolution No. 2020-06-23-X adopted by the City Council of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 23rd day of June 2020, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

CITY OF LAGUNA HILLS
ANNUAL APPROPRIATIONS LIMIT
FISCAL YEAR 2020/21

APPROPRIATIONS LIMIT

Fiscal Year 2019/20 Appropriations Limit		\$	41,086,806
<i>Adjustment Factors</i>			
A. Inflation adjustment factor	1.0373		
B. Population adjustment factor	1.0004		
Total Adjustment Factor (A x B)	1.0377		
Annual Adjustment			<u>1,549,586</u>
Fiscal Year 2020/21 Appropriations Limit		\$	<u><u>42,636,391</u></u>

CITY OF LAGUNA HILLS ANNUAL APPROPRIATIONS LIMIT

Fiscal Year Appropriation Limit	Inflation Adjustment ^{(a) (e)} Factor	Population Adjustment ^{(a) (f)} Factor	Total Growth Factor	Appropriations Limit	Adjustment for Annexation	Adjusted Appropriations Limit
1993-94	1.0272	1.0215	1.04928	\$9,102,336 ^b		
1994-95	1.0071	1.0164	1.02362	\$9,317,301		
1995-96	1.0472	1.0172	1.06521	\$9,924,899		
1996-97	1.0467	1.0105	1.05772	\$10,497,813	\$2,032,217 ^c	\$12,530,030
1997-98	1.0467	1.0107	1.05791	\$13,255,633		\$13,255,633
1998-99	1.0415	1.0169	1.05915	\$14,039,638		\$14,039,638
1999-00	1.0453	1.0177	1.06380	\$14,935,393	\$1,858,438 ^d	\$16,793,831
2000-01	1.0491	1.0156	1.06547	\$17,893,255		\$17,893,255
2001-02	1.0782	1.0817	1.16629	\$20,868,705		\$20,868,705
2002-03	0.9873	1.0113	0.99846	\$20,836,494		\$20,836,494
2003-04	1.0231	1.0165	1.03998	\$21,669,561		\$21,669,561
2004-05	1.0328	1.0142	1.04747	\$22,698,123		\$22,698,123
2005-06	1.0526	1.0113	1.06449	\$24,162,025		\$24,162,025
2006-07	1.0396	1.0083	1.04823	\$25,327,327		\$25,327,327
2007-08	1.0442	1.0084	1.05297	\$26,668,948		\$26,668,948
2008-09	1.0429	1.0102	1.05354	\$28,096,739		\$28,096,739
2009-10	1.0062	1.0102	1.01646	\$28,559,303		\$28,559,303
2010-11	0.9746	1.0101	0.98444	\$28,115,019		\$28,115,019
2011-12	1.0251	1.0070	1.03228	\$29,022,451		\$29,022,451
2012-13	1.0377	1.0089	1.04694	\$30,384,635		\$30,384,635
2013-14	1.0512	1.0078	1.05940	\$32,189,463		\$32,189,463
2014-15	0.9977	1.0093	1.00698	\$32,414,101		\$32,414,101
2015-16	1.0382	1.0108	1.04941	\$34,015,765		\$34,015,765
2016-17	1.0537	1.0099	1.06410	\$36,197,251		\$36,197,251
2017-18	1.0369	1.0069	1.04410	\$37,791,907		\$37,791,907
2018-19	1.0367	1.0069	1.04385	\$39,449,204		\$39,449,204
2019-20	1.0385	1.0029	1.04151	\$41,086,806		\$41,086,806
2020-21	1.0373	1.0004	1.0377	\$42,636,391		\$42,636,391

^(a) Source: California Department of Finance

^(b) Permanent Limit of \$9,102,336 was adopted following the first fiscal year of operations. The Limit was approved by voters on November 8, 1994 and adopted by Resolution 94-06-28-3.

^(c) The Appropriations Limit was increased by the transfer of revenues from the County following the annexation effective July 1, 1996.

^(d) The Appropriations Limit was adjusted by amending the revenues attributable to annexation, based on actual receipts for FY96/97 & FY97/98.

^(e) Subdivision (e) of Section 8 of Article XIII B of the California Constitution defines "change in the cost of living" as either (1) the percentage change in California per capital personal income from the preceding year or (2) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

^(f) Either the City's own population growth or the population growth of the entire County may be used.

Attachment: Appropriations Limit FY 2020/2021 Calculation Worksheets (2155 : Appropriations Limit for FY 2020/2021)

CITY OF LAGUNA HILLS
ANNUAL APPROPRIATIONS LIMIT
FISCAL YEAR 2019/20

APPROPRIATIONS LIMIT

Fiscal Year 2019/20 Appropriations Limit		\$ 41,086,806
<i>Adjustment Factors</i>		
A. Inflation adjustment factor	1.0373	
B. Population adjustment factor	1.0004	
Total Adjustment Factor (A x B)	1.0377	
Annual Adjustment		1,549,586
Fiscal Year 2020/21 Appropriations Limit		\$ 42,636,391

APPROPRIATIONS SUBJECT TO LIMITATION

	Fiscal Year 2020/21 Budget
Proceeds of Taxes	
Property Tax	\$ 11,704,415
Sales Tax	5,990,338
Transient Occupancy Tax	1,365,813
Motor Vehicle In Lieu	15,000
Interest Earned from Net Invested Taxes	64,639
Total Proceeds of Taxes	\$ 19,140,205
Less: Exclusions	
Federal Mandates	\$ 3,149,635
Qualified Capital Outlays	240,000
Qualified Debt Service	1,786,881
Total Exclusions	\$ 5,176,516
Total Appropriations Subject to Limitation	\$ 13,963,688
(Over)/Under Appropriations Limit	28,672,703



**DEPARTMENT OF
FINANCE**
OFFICE OF THE DIRECTOR

GAVIN NEWSOM • GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2020

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2020, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2020-21. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2020-21 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2020.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data. Given the stay-at-home orders due to COVID-19, growth in the coming years may be substantially lower than recent trends.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

/s/ Keely Martin Bosler

KEELY MARTIN BOSLER
Director

Attachment

Attachment: Appropriations Limit FY 2020/2021 Calculation Worksheets (2155 : Appropriations Limit for FY 2020/2021)

May 2020

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2020-21 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2020-21	3.73

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2020-21 appropriation limit.

2020-21:

Per Capita Cost of Living Change = 3.73 percent
 Population Change = 0.22 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.73 + 100}{100} = 1.0373$

Population converted to a ratio: $\frac{0.22 + 100}{100} = 1.0022$

Calculation of factor for FY 2020-21: $1.0373 \times 1.0022 = 1.0396$

Fiscal Year 2020-21

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2019 to January 1, 2020 and Total Population, January 1, 2019

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2019-2020	1-1-19	1-1-20	1-1-2020
Orange				
Aliso Viejo	0.46	49,815	50,044	50,044
Anaheim	0.18	356,652	357,308	357,325
Brea	1.67	44,879	45,629	45,629
Buena Park	-0.51	82,422	81,998	81,998
Costa Mesa	0.20	114,543	114,772	114,778
Cypress	0.60	48,976	49,272	49,272
Dana Point	-0.20	33,212	33,146	33,146
Fountain Valley	-0.39	56,099	55,878	55,878
Fullerton	-0.05	141,931	141,863	141,863
Garden Grove	-0.14	175,052	174,801	174,801
Huntington Beach	0.02	201,239	201,281	201,281
Irvine	1.53	277,462	281,707	281,707
Laguna Beach	-0.45	22,445	22,343	22,343
Laguna Hills	-0.52	31,674	31,508	31,508
Laguna Niguel	-0.07	65,363	65,316	65,316
Laguna Woods	-0.53	16,329	16,243	16,243
La Habra	0.08	63,319	63,371	63,371
Lake Forest	0.16	84,576	84,711	84,711
La Palma	-0.51	15,572	15,492	15,492
Los Alamitos	-0.08	11,576	11,567	11,567
Mission Viejo	-0.53	94,766	94,267	94,267
Newport Beach	0.09	85,706	85,780	85,780
Orange	-0.25	140,410	140,065	140,065
Placentia	-0.49	51,750	51,494	51,494
Rancho Santa Margarita	-0.53	49,051	48,793	48,793
San Clemente	0.06	64,541	64,581	64,581
San Juan Capistrano	0.47	36,149	36,318	36,318
Santa Ana	-0.77	337,639	335,052	335,052
Seal Beach	-0.42	24,480	24,376	24,992
Stanton	-0.05	39,097	39,077	39,077
Tustin	-0.14	80,491	80,382	80,382
Villa Park	-0.35	5,786	5,766	5,766
Westminster	-0.34	92,737	92,421	92,421
Yorba Linda	0.28	68,458	68,650	68,650
Unincorporated	0.26	128,082	128,421	128,421
County Total	0.04	3,192,279	3,193,693	3,194,332

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment: Appropriations Limit FY 2020/2021 Calculation Worksheets (2155 : Appropriations Limit for FY 2020/2021)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Amendment No. 2 to Traffic Signal Maintenance Services Agreement with Crosstown Electrical & Data, Inc.

RECOMMENDATION: That the City Council approve Amendment No. 2 to Traffic Signal Maintenance Services Agreement with Crosstown Electrical & Data, Inc., and authorize the City Manager to sign the Amendment No. 2.

SUMMARY:

There is a need to increase the annual maximum compensation limit in the Traffic Signal Maintenance Services Agreement for the current and next fiscal years to account for a heretofore unprecedented number of traffic related damages to traffic signal equipment causing multiple emergency responses, and temporary and emergency repairs resulting in costs not contemplated in the annual maximum compensation limit in the Agreement. The proposed Amendment No. 2 to Traffic Signal Maintenance Services Agreement with Crosstown Electrical & Data, Inc., will add \$48,000 to the Agreement in the current fiscal year and \$46,000 to the Agreement in next fiscal year. These increases in the maximum annual compensation limits are necessary to complete the known traffic signal maintenance needs in order to maintain the traffic safety operations of the traffic signals.

BACKGROUND:

The City maintains its 48 traffic signals through a maintenance services agreement. The Traffic Signal Maintenance Services Agreement (Agreement) is in the first year of a two-year term extension as approved by Amendment No. 1 to the Agreement,

Amendment No. 2 to Traffic Signal Maintenance Services Agreement with Crosstown
Electrical & Data
June 23, 2020
Page 2

effective July 1, 2019. The original 2014 Agreement, Amendment No. 1 to the Agreement and the Assignment and Assumption Agreement, through which the Agreement with Computer Service Company was assigned to Crosstown Electrical & Data, Inc., are attached for reference. Amendment No. 1 set the annual maximum compensation limit for FY 2019-2020 at \$152,000 and for FY 2020-2021 at 154,000.

Traffic signal maintenance generally occurs in three categories of work. There is daily work under the Agreement consisting of 1) routine inspections of all equipment including cleaning cabinets, testing components and observing operations, 2) extraordinary work consisting of trouble-shooting complaints, replacing burnt out bulbs, replacing failing equipment and utility markings of underground signal electrical lines and 3) 24-hour emergency response to traffic signal damages as the result of traffic collisions or natural events. Historically, emergency responses of any significant dollar value have rarely occurred and have been budgeted at one event per year in the range of \$20,000.

This fiscal year, the City has suffered an unusual number of events resulting in traffic signal damages of which some repairs have been completed and other repairs are pending the receipt of signal pole replacements and equipment replacements. These events have included traffic collisions damaging signal poles and or equipment at Alicia Parkway/Community Center Drive, Alicia Parkway/Moulton Parkway, and two events at Cabot Road/Rapid Falls Road, as well as a pole deterioration at Moulton Parkway/El Pacifico. Taken together, the emergency response and some of the required repairs will cause the annual maximum compensation limits in the Agreement, as updated by Amendment No. 1, to be exceeded in this fiscal year and next fiscal year.

Staff is proposing Amendment No. 2 to the Traffic Signal Maintenance Services Agreement to raise the annual maximum compensation limits to \$200,000 in each of the current and next fiscal year. This represents a \$48,000 increase in the current fiscal year and a \$46,000 increase in next fiscal year. These increases in the maximum annual compensation limits are necessary to complete the known traffic signal maintenance needs in order to maintain the traffic safety operations of the traffic signals.

Amendment No. 2 to Traffic Signal Maintenance Services Agreement with Crosstown
Electrical & Data
June 23, 2020
Page 3

FISCAL IMPACT:

The increase in the annual maximum compensation limit of the Traffic Signal Maintenance Services Agreement will change the Public Services Department Operating Budget but not increase the total budget values due to savings and planned adjustments in other operations.

ATTACHMENTS:

- Proposed Amendment No. 2 to Crosstown Electrical & Data, Inc. Agreement
- Agreement with Computer Service Company (2014)
- Amendment No. 1 to Computer Service Company Agreement
- Assignment & Assumptions Agreement with Crosstown Electrical & Data, Inc. (Computer Service Company)

**AMENDMENT NO. 2
TO
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
Crosstown Electrical & Data, Inc.
(City-Wide Traffic Signal Maintenance Services)**

THIS SECOND AMENDMENT to the Crosstown & Electrical Data, Inc. Traffic Signal Maintenance Services Agreement (the "Amendment" or "Amendment No. 2") is made and entered into to be effective the 23rd day of June 2020, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and CROSSTOWN ELECTRICAL & DATA, INC., a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. On July 1, 2014, the City and Computer Service Company (hereinafter referred to as "CSC") previously entered into a traffic signal maintenance services agreement entitled "Traffic Signal Maintenance Services Agreement, Computer Service Company (City-Wide Traffic Signal Maintenance Services)," for a contract term of five (5) years (the "Initial Term") commencing on July 1, 2014, and ending on June 30, 2019 (the "Agreement"), which may be duly amended, in writing, from time to time by the parties.

B. On July 1, 2019, the City and CSC executed Amendment No. 1 to the Agreement, by which the parties entered into a mutual written agreement to extend the term of the Agreement for two (2) additional years to June 30, 2021 (the "Term Extension"), in order for CSC to provide for continued, uninterrupted city-wide traffic signal maintenance and related services ("Amendment No. 1"). As part of Amendment No. 1, the Maximum Contract Amount set forth in Section 2.1 of the Agreement was also increased by \$550,000.00 from \$500,000.00 to \$1,050,000.00, which sum shall not exceed \$152,000.00 and \$154,000.00 per Fiscal Year, respectively, during the authorized two-year Term Extension.

C. On May 7, 2020, the City entered into an assignment and assumption agreement entitled "Assignment and Assumption Agreement Relating to the 2014 Traffic Signal Maintenance Services Agreement Between the City and Computer Service Company for City-Wide Traffic Signal Maintenance Services" (the "Assignment"). Pursuant to the Assignment, Contractor assumed all of CSC's rights, obligations, and interests in the Agreement.

D. Due to unforeseen and unprecedented multiple signal damages and knockdowns that have been experienced by the City, the Parties now desire to enter into this Amendment No. 2 for the purpose of increasing the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$94,000 from \$1,050,000 to \$1,144,000, which sum shall not exceed \$200,000.00 per Fiscal Year during the authorized two-year Term Extension.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 2.1, entitled "Maximum Contract Amount," of the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Million One Hundred Forty-Four Thousand Dollars (\$1,144,000.00) (hereinafter referred to as the "Maximum Contract Amount"), which sum shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00) for the first Fiscal Year (i.e., from July 1, 2014 through June 30, 2015, which sum shall not exceed One Hundred Thirty-Two Thousand Dollars (\$132,000.00) for the second Fiscal Year (i.e., from July 1, 2015 through June 30, 2016), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the third Fiscal Year (i.e., from July 1, 2016 through June 30, 2017), which sum shall not exceed One Hundred Seventy-One Thousand Dollars (\$171,000.00) for the fourth Fiscal Year (i.e., from July 1, 2017 through June 30, 2018), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the fifth Fiscal Year (i.e., from July 1, 2018 through June 30, 2019), which sum shall not exceed Two Hundred Thousand Dollars (\$200,000.00) for the sixth Fiscal Year (i.e., from July 1, 2019 through June 30, 2020), which sum shall not exceed Two Hundred Thousand Dollars (\$200,000.00) for the seventh Fiscal Year (i.e., from July 1, 2020 through June 30, 2021) (hereinafter referred to as the "Annual Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2. Full Force and Effect. This Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.

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

4. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment to the Agreement as of the date first written above.

"CITY"
CITY OF LAGUNA HILLS,
 a California municipal corporation

By: _____
 Donald J. White,
 City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
 Gregory E. Simonian,
 City Attorney

By: _____
 Melissa Au-Yeung,
 City Clerk

"CONTRACTOR"
CROSSTOWN ELECTRICAL & DATA,
INC., a California corporation

By: _____
 Name: David P. Heermance
 Its: President & CEO

Date: 6/16/2020

By: Benjamin Heermance
 Name: Benjamin Heermance,
 Its: CFO

Date: 6/16/20

TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT

Computer Service Company (City-Wide Traffic Signal Maintenance Services)

THIS TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and COMPUTER SERVICE COMPANY, a California corporation (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed electrical and traffic signal engineering and maintenance company to provide specialized city-wide traffic signal maintenance for forty-seven (47) traffic signals and various ancillary devices through the use of commonly accepted traffic engineering principles, concepts, effective transportation planning practices, and proper traffic signal maintenance safety measures and industry protocols (the "Project").

B. Contractor has submitted to City a proposal, dated May 1, 2014, to provide professional traffic signal engineering and maintenance services to City for the Project pursuant to the terms of this Agreement.

C. Contractor is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide these traffic signal engineering and maintenance services and has agreed to provide such services to City for the Project as provided herein.

D. City desires to retain Contractor to provide such maintenance services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. MAINTENANCE SERVICES

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the professional traffic signal engineering and maintenance services for the Project as set forth in the Proposal/Scope of Work, dated May 1, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as the "Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor acknowledges and

understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Contractor's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such service and work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Contractor represents and warrants that it and all of its employees and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Contractor's signed, original Proposal/Scope of Work dated May 1, 2014 ("Contractor's Proposal") and submitted to City in response to City's Request for Proposals; and, (3) the City's Request for Proposals (RFP) dated April 2, 2014, which shall all be referred to collectively hereinafter as the "Contract Documents." The Contractor's Proposal and the City's Request for Proposals (RFP), which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Contractor's Proposal, and the City's Request for Proposals shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the terms, conditions, specifications, requirements, and provisions of the City's Request for Proposals (RFP) (Exhibit "B"); and (3rd) the provisions of the Contractor's Proposal (Exhibit "A").

1.3 Compliance with Law. Contractor shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Contractor 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 Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any work or services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its elected and appointed officers and officials, directors, employees, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any services hereunder, Contractor shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the traffic signal maintenance Work and Services required by this Agreement. Contractor represents and warrants

to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement, and Contractor shall defend, indemnify, and hold the City, its elected and appointed officers and officials, employees, directors, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Contractor represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor represents and warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

1.6 Care of Work. Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Contractor. It is expressly understood by Contractor that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Work exceeds any time or material amounts or estimates provided therein.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of five hundred thousand dollars (\$500,000.00), which sum shall not exceed one hundred thousand dollars (\$100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor hereby acknowledges that it accepts the risk, that the Services and Work identified in the Scope of Work may be more costly and/or time-consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Work. The maximum amount of City's payment obligation under this section is the amount specified herein. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall nevertheless complete the Work without liability on the City's part for further payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Contractor wishes to receive payment, no later than the 10th working day of such month, Contractor shall submit to the City, in a form approved by the City's finance manager, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The Schedule of Compensation/Fees (Exhibit "A"), also referred to herein as Contractor's hourly rates or billing rate schedule, shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Contractor may submit a request to adjust its hourly rates once per year during the remainder of the contract term. However, approval of any request to adjust Contractor's hourly rates shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of

April of any given year. In no event shall any fee adjustment as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Work or Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional work or services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

2.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City. If annual budget appropriations are made at less than the annual contract amount set forth in Section 2.1 above, then the actual budget appropriations shall become the maximum annual contract amount for that Fiscal Year.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance (Exhibit "A").

3.2 Schedule of Performance. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any

delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2014 and ending on June 30, 2019.

3.5 Task Orders. Contractor hereby agrees and acknowledges that any and all Work or Services performed pursuant to this Agreement shall be based upon the issuance of a project task order by the City. Contractor acknowledges that it is not guaranteed any minimum or specific amount of Work as all Work shall be authorized through task order issued by the City.

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **JEFF TELANDER, Operations Manager**. It is expressly understood that the experience, knowledge, education, capability, expertise, 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 Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with

and will make all payments to Contractor. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

4.4.1. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

4.4.2. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

4.4.3. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. **Errors and Omissions Insurance.** Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Contractor shall either: (a) certify in writing to the City that Contractor is unaware of any professional liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification pursuant to (a), Contractor may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event

of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Contractor either: (a) shall certify in writing to the City that Contractor is unaware of any liability claims made against Contractor, and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification pursuant to (a), Contractor may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and

self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Contractor pursuant to this Agreement:

- 5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Contractor pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.
- 5.3.2. For any claims related to this Agreement, Contractor's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3. Any failure by Contractor to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing in this subsection, if coverage is to be suspended, voided, or cancelled because of Contractor's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.
- 5.3.5. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.6. None of the insurance coverages required herein will be in compliance with these requirements if they include any limiting endorsement which substantially impairs

the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.
- 5.3.8 Contractor agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.
- 5.3.9 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Contractor agrees to provide immediate notice to City of any claim or loss against

Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.

- 5.3.14 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

5.4 Verification of Coverage. Contractor shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Contractor shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Contractor shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

6.1 To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its officers, council members, officials, 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 (Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

6.2 Contractor shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Contractor shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Contractor is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the

applicable statute of limitations or, if an action is timely filed, until such action is final.

7. REPORTS AND RECORDS

7.1 Accounting Records. Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to 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.

7.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as 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 Orange, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 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.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Contractor thirty (30) days written notice. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

8.4 Default of Contractor.

8.4.1. Contractor's failure to comply with any provision of this Agreement shall constitute a default.

8.4.2. If the City Manager, or his designee, determines that Contractor is in

default in the performance of any of the terms or conditions of this Agreement, he shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

8.4.3. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4.B, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies 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 and 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.

8.7 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 declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorney fees,

expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership, or association in which he is, directly or indirectly, interested in violation of any state statute or regulation. Contractor warrants that it 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.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permissible under law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise, it is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or

copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Contractor shall not be obligated to indemnify City under any settlement made without Contractor's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, California 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2633

To Contractor :

Computer Service Company
Attention: Jeff Telander, Operations Manager
12907 E. Garvey Avenue
Baldwin Park, CA 91706
Telephone: (951) 738-1444, Ext. 8901
Facsimile: (626) 962-2521

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any

provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. Except as may be expressly provided for herein, 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 hereto.

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he is signing is bound.

10.9 Prevailing Wages. Contractor 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. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected and appointed officers and officials, employees, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

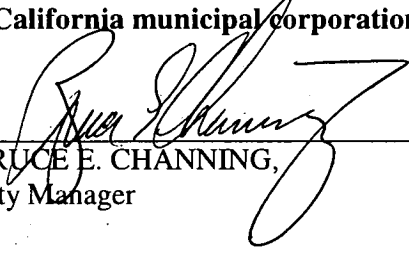
10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

///

[SIGNATURES ON NEXT PAGE]

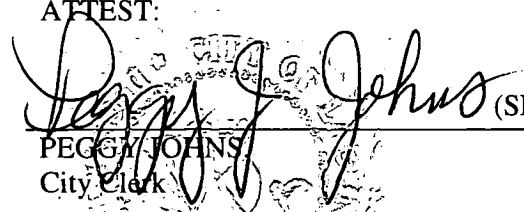
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement of the date first written above.

"CITY"
CITY OF LAGUNA HILLS,
 a California municipal corporation



 BRUCE E. CHANNING,
 City Manager

ATTEST:

 (SEAL)

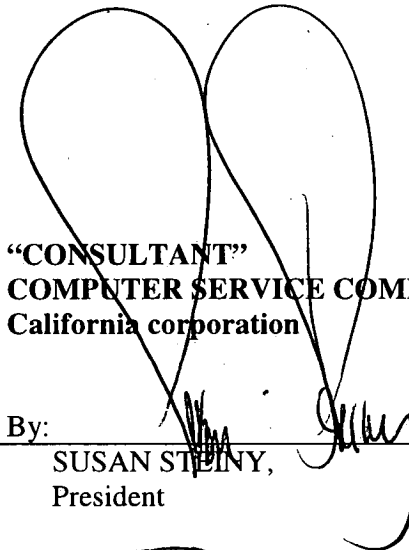
 PEGGY JOHNS,
 City Clerk

APPROVED AS TO FORM:



 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
COMPUTER SERVICE COMPANY, a
 California corporation

By: 

 SUSAN STEINY,
 President

By: 

 VINCENT P. MAUCH,
 Chief Financial Officer

EXHIBIT "A"**MAY 1, 2014 PROPOSAL/ SCOPE OF WORK****INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



May 1, 2014

Mr. Kenneth H. Rosenfield
Director of Public Services/City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: REQUEST FOR PROPOSAL - TRAFFIC SIGNAL MAINTENANCE

Dear Mr. Rosenfield,

Computer Service Company ("CSC"), a Woman Owned Business, located at 12907 E. Garvey Ave., Baldwin Park, CA 91706 is pleased to submit this proposal in response to the City of Laguna Hill's Request for Proposal dated April 2, 2014 including Addendum Number 1.

CSC has a proven track record for 35 years as an organization entirely focused on providing quality services to our customers for traffic signal system maintenance. CSC intends to use in-house personnel and equipment required to service the City of Laguna Hills's 47 traffic signal systems, 8 flashing beacons, interconnect, illuminated street name signs, guide and bridge signs, bridge underdeck lights, highway safety lighting, and city owned street name signs as outlined in the Exhibit B.

In the event further information or clarification is required during review of the proposal, please feel free to contact me directly.

Kind Regards,

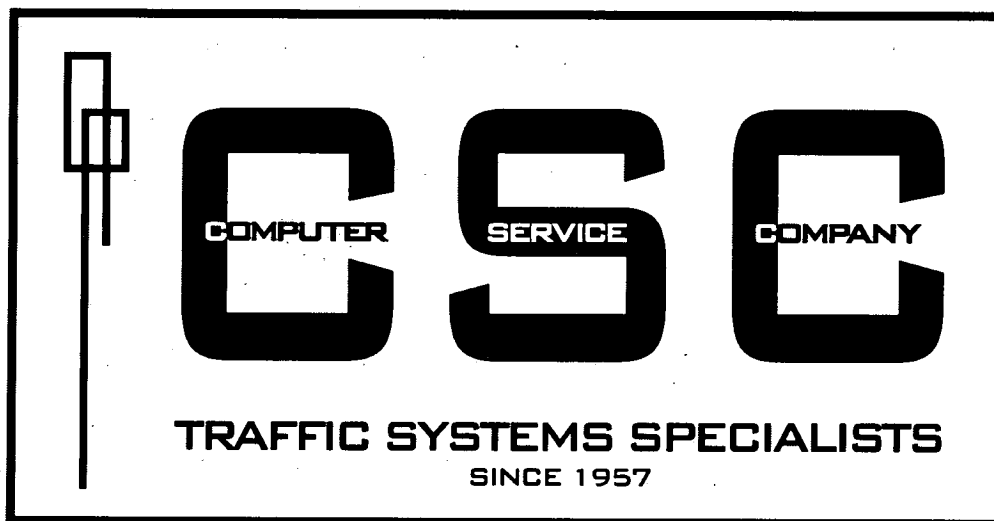
Jeff Telander – Operations Manager
12907 E. Garvey Ave.
Baldwin Park, CA 91706
Mobile: (714) 981-7989
Phone: (951) 738-1444 Ext. 8901
Fax: (626) 962-2521
Email: jtelande@computerservco.com

City of Laguna Hills
Request for Proposal - Traffic Signal Maintenance
Issued: April 2, 2014



Table of Contents

1. Company and Organization	3
2. Summary Sheet	4
3. Allocation of Resources and Scope of Work	6
4. References	10





1. Company and Organization

CSC a sister company of Steiny and Company was incorporated in 1957 and has provided traffic signal maintenance since 1979 and maintains private ownership with no anticipated bankruptcy, pending litigation, planned office closures or impending merger. CSC currently employs professional traffic signal technicians and operational staff consisting of dispatchers, billing specialists, customer service representatives, purchasing agent, and management team. CSC is a Woman Owned Business and an equal employment opportunity company that does not discriminate against current or potential employees or applicants based on race, religion, color, age, sex, or national origin.



CSC is focused on developing a significant customer base primarily located in Southern California. Personnel are seasoned professionals with diverse field experience and training to meet the needs of our traffic signal maintenance customers. CSC's home office is centrally located at the junction of the 10 and 605 freeways, in the city of Baldwin Park and maintains equipment storage facilities in Southern California located in strategic locations, including Laguna Hills to best serve our customer base. Our offices are open from 7:00am to 5:00pm Monday thru Friday with emergency contacts available 24 hours a day. Field technician's normal working hours are from 7:00am to 5:00 pm Monday thru Friday with after hour availability on an as needed basis.

CSC currently provides services to maintain traffic signal equipment, street and parking lot lighting, cabinet and conflict monitor testing and intersection construction projects for approximately 20 cities containing up to 150 intersections serviced per customer. The following contacts are knowledgeable about CSC and can provide the City of Laguna Hills with information in association with work performed.

CSC supports the International Municipal Signal Association (IMSA) training procedures with many technicians obtaining advanced certification through in house training and participation in IMSA certification courses. The specialized experience and professional competence of CSC personnel identified as part of this RFP is reflected in the following section of this response.



2. Summary Sheet

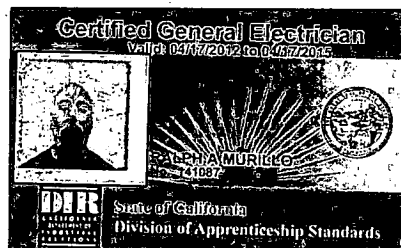
1. Summary Sheet

See attached Exhibit D

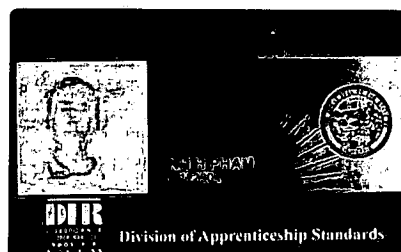
2. Personnel assigned to the Project

CSC will maintain adequate level of labor resources as required by the Scope of Work and no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the City of Laguna Hills/Engineering Department. The designated manager will have full involvement of the work effort and conversant in its details on a day-to-day basis. The following key personnel and support team will be associated with the fulfillment of this Scope of Work and performance of specified tasks.

Ralph Murillo - Maintenance Technician Lead / IMSA Field Technician Level III /NEC Certified: Ralph has been employed by CSC for 7 years as a Maintenance Technician Lead and Construction Supervisor. Ralph is currently the Lead for the oversight of personnel and maintenance of traffic signal systems supporting cities within CSC's service areas including Orange County. Ralph will be responsible for providing approximately 80% of support for this project.



Minh Pham- Maintenance Technician Lead / IMSA Field Technician Level III /NEC Certified: Minh has been employed by CSC for 12 years as a Maintenance Technician Lead. Minh is currently the Lead for the oversight of personnel and maintenance of traffic signal systems supporting cities within CSC's Southern Territory which covers an area servicing cities located in Orange County. Minh will be responsible for providing 20% support for this project.





Wes Sumner – Communications Systems / Engineering Technician: Wes is a Level III Technician and a valuable asset to Computer Service Company for over 30 years. He is responsible for running CSC's bench repair, test lab and is a traffic systems subject matter expert. Wes has experience with building system ready traffic cabinets and has the ability to effectively troubleshoot field cabinet, communication, video detection, microwave and fiber optic related problems. Wes is trained and uses communication systems such as; Aries, Quiknet and MICS. As requested, Wes covers "turn-on" activities for other manufacturers to meet their workload demand. Wes possesses IMSA Work Zone Safety, Level I, Level II, Level III, NEC and 170 Controller maintenance certifications.

3. Management Contacts for the City

Jeff Telander – Operations Manager: Jeff has 30+ years of experience in the transportation safety industry working for companies focused on traffic, rail and red-light signal systems such as; Intersection Development Company (US Traffic), Signal Control Company, Superior Signal Service, American Traffic Solutions, Nestor Traffic, Burlington Northern Railroad and Boston and Main / Springfield Terminal Railroad. His vast knowledge includes operational and management positions responsible for planning, engineering, construction, installation, testing, maintenance/repair, inventory, business development, marketing, programming, vendor and customer relations, staff development, product and service management. Jeff is driven by his passion for public safety, quality and customer service. He earned a Railroad Signalman Certificate and IMSA certifications in Work Zone Safety, Field Technician Levels I and II.

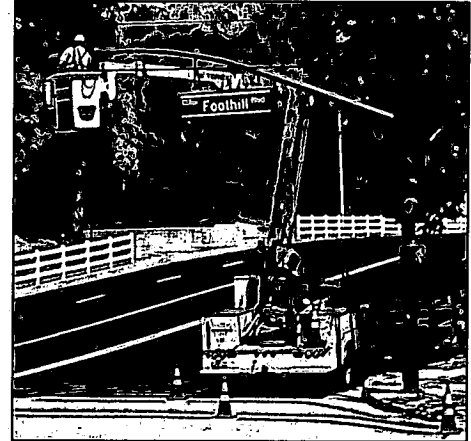
Justin Cataldo – Project Manager: Justin has been a valuable contributor to CSC for over 17 years including roles such as; Project Manager, Field Service Manager, Operations Manager, Maintenance Supervisor and a maintenance technician with our traffic signal construction division. Justin will be the primary contact for the City of Laguna Hills and works closely with the Field Service Manager on the daily delivery of this contract. Justin has a great deal of experience in the area of signal maintenance, ranging from emergency situations such as knockdowns to complicated signal modifications. Justin has his IMSA Work Zone Safety, Level I and Level II Certificates.

Jerry Davis – Field Service Manager: Jerry is responsible for the day to day direction, oversight and quality control of the field technicians and delivery of service on this contract. He has over 25 years of experience in the following areas: Traffic Signal Construction Tech/Foreman and Superintendent, Equipment and Crew Coordinator/Scheduler/Dispatcher, Project Engineering, Operations and Service Manager. Jerry has his IMSA Work Zone Safety, Level I and Level II Certificates.



3. Allocation of Resources and Scope of Work

The following sets forth Computer Service Company's (CSC) approach to accomplishing the tasks outlined in the Scope of Work (SOW). CSC complies with all applicable federal, state and local laws, codes, ordinances and regulations. In the case of a conflict between federal, state, or local laws or regulations, the strictest shall be adhered to. CSC agrees to permit any authorized federal, state, county and City of Laguna Hills official access to its place of work, books, documents, papers, payroll materials, and other relevant contract-related records associated with this contract. All relevant records shall be retained for a minimum of three (3) years.



CSC will provide services for routine preventative maintenance, written inventory, extraordinary maintenance, and additional maintenance of traffic signal systems; including, furnishing of all tools, equipment, apparatus, facilities, labor services and material, and perform all work necessary to maintain traffic signal, flashing beacon, and other facilities referenced in this SOW.

CSC will provide and be equipped with spare parts sufficient to place the signal system back in operation for ordinary trouble calls, including sensing devices for induction loop detectors. All work performed or equipment or parts supplied by the CSC may be inspected for approval by the City Engineer, or his authorized representative. No permanent or temporary change of controller mechanisms shall be done without prior approval of the City except in case of an emergency.

CSC will assign a technician that meets City requirements and will regularly consult with the City regarding the performance of the technician or other representative of CSC. In order to efficiently keep our customers up to date with current events concerning their traffic signal system, the technician will be the primary contact with the City and will perform the services scheduled in the Scope of Services portion of the Request for Proposal.

CSC maintains an operation that covers twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year, in order to effectively address and respond to both routine and emergency service requests. For the purpose of this contract, "normal hours" are defined as Monday through Friday from 7:00 a.m. to 5:00 p.m. (excluding holidays formally recognized by the City.) All requests shall be addressed by an appropriate timely response as outlined in this SOW.

CSC will ascertain whether service requests are of an "emergency" nature requiring an immediate response or whether the request is general in nature requiring routine response. Requests deemed to be "emergencies" shall be responded to immediately with all possible haste, arriving at the signal location within one (1) hour of first notification during normal working hours and two (2) hours during non-working hours. Routine requests

City of Laguna Hills
Request for Proposal - Traffic Signal Maintenance
Issued: April 2, 2014



shall be responded to within twenty-four (24) hours of first notification unless the City agrees upon other arrangements.

The following events shall establish an emergency condition and the following action shall be taken:

1. Events: Failure or malfunction of the traffic signal system, or interruption of normal signal operations so as to create a public hazard. This may be caused by damage from vehicle collisions or accidents, acts of nature, civil disorder, malicious mischief, vandalism, or actions of other contractors or utility companies.
2. Actions: Under these conditions, CSC will immediately restore the traffic signal to normal operations. If that is not possible due to the extent of damage, sufficient repairs shall be made to enable the intersection to operate safely.

CSC will notify the City Engineer or his authorized representative of any planned alterations, substitutions, or removal of any controller or component, or alteration and any emergency call outs to the operation of any signal system as outlined in the SOW.

CSC will keep a current, permanent operational record of all work performed at the intersection, including routine maintenance, emergency and non-emergency service calls, and extraordinary maintenance for traffic control or safety equipment maintain by this contract. A copy of such records will be provided to the City Engineer or his authorized representative within two (2) working days upon request.

CSC will visit and provide preventative maintenance for the City's approximately 47 traffic signals and 8 flashing beacons once a month. CSC will develop a monthly summary report containing the minimum information outlined in the SOW in cooperation with the City and submitted with the monthly invoice.



Salvaged or damaged equipment shall become the property of CSC including the proper disposal and recycling of such material unless otherwise directed by the City.

CSC will notify the City Engineer or his authorized representative, at least 48 hours in advance of any scheduled signal turn-off necessitated by CSC operations. CSC will not make any turn-off until given permission to proceed by the City Engineer or his authorized representative. Once permission is obtained, CSC will notify the City of Laguna Hills Police Department of said planned shutdown, as well as the anticipated duration of said shutdown.



CSC will guarantee the work against defective material or workmanship for a period of one (1) year from date of completion of the work. Damage due to traffic accidents, acts of nature and service power surges including those from sabotage and/or vandalism are exempt from the guarantee.

CSC will conduct work in such a manner as to minimize the disruption of traffic flow and follow the California Manual of Uniform Traffic Control Devices (CA MUTCD) standards. CSC will furnish all flaggers, barricades, barriers, lights, signs, and any other devices which may be necessary for adequate and safe traffic control.

CSC will provide a program of routine preventative maintenance of Traffic Signals and Safety Lighting System designed to eliminate or reduce the incidents of malfunction and extend the useful life of the equipment. The routine preventative maintenance services will be provided by Personnel identified in Section above.

CSC will inspect and service each signalized intersection once a month or at the frequency outlined in the SOW. CSC will provide all material, labor and equipment, including a service bucket truck capable of performing all the required maintenance functions for each assigned technician, to perform these services. The repair or replacement of traffic signal communications and interconnect equipment not enclosed within the controller cabinet shall be considered EXTRA WORK and will require prior approval by the Engineer before work is commenced.

CSC will inspect and perform routine preventative maintenance service of Flashing Beacon locations and provide the labor, equipment and material to perform the services outlined in the SOW by Key Personnel identified in Section above.

Extraordinary maintenance as listed in the Contract Agreement includes all the labor, equipment, and materials necessary to ensure the safe and efficient operation of the City's traffic signal system that goes beyond the normal routine preventative maintenance program established by this SOW. The extraordinary maintenance, except for emergency repairs as provided for in this SOW, shall require prior written authorization from the City Engineer.

CSC maintains a lab and bench repair operation that uses certified testing procedures that are on file with the California Department of Transportation allowing for the testing of new equipment and other related technical activities as may be required. CSC has excellent facilities and tools available to assist in the repair and bench testing of existing equipment.

CSC maintains a quality assurance program for quality control and identification of continual service improvement opportunities. Methods include the review for accuracy of all service reports and invoices, periodic independent site evaluation and review sessions with assigned personal.

City of Laguna Hills
Request for Proposal - Traffic Signal Maintenance
Issued: April 2, 2014



CSC consistently operates in a safe, workmanlike manner. Safety meetings are held on a regular basis and all safety laws are adhered to. There is no negative history to report with respect alleged significant prior or on-going contract failures, civil or criminal litigation or pending investigation involving CSC.

CSC supplies the best traffic system maintenance service possible by fulfilling each City's expectations and requirements. Since the inception of CSC in 1979, we have continued to foster an attitude and approach to customer service that provides value through care and accountability to delivery of quality services. As a result, technicians consider each City, "their City" and its care a source of personal pride. This is evidenced by the longevity of CSC in the Traffic Signal System maintenance industry and the quality services provided to our customers.

CSC maintains a "C-10" license. CSC and all its subcontractors will obtain and pay for all permits and licenses as required under this contract. CSC is a signatory to an Agreement with the International Brotherhood of Electrical Workers, local 11. The Agreement provides for classifications specific to the maintenance and repair of traffic signals and appurtenances, including street lighting systems. CSC does not currently employ Transportation Systems Electricians as they are covered under a separate agreement that CSC is not a signatory.





4. References

a) Sample of Current City Contracts

City of Lake Forest – 91 Intersections
Doug Anderson, Traffic Engineering Manager – (949) 461-3486

City of Tustin - 122 Intersections
Terry Lutz, City Engineer - (714) 731-9455

City of Laguna Niguel - 75 Intersections
Dave Rogers, Director of Public Works - (949) 362-4377

City of San Dimas - 34 Intersections
John Campbell, Public Works Maintenance Superintendent - (909) 394-6270

City of Chino Hills – 51 Intersections
Joe Dyer, Assistant City Engineer – (909) 364-2771

City of La Palma - 21 Intersections
Larry Baldwin, Engineering Technician - (714) 690-3325

City of Los Alamitos - 20 Intersections
Tony Brandyberry, Public Works Superintendent - (562) 431-3538 ext 105

City of Covina - 49 Intersections
Paul Hertz, Superintendent - (626) 384-5219

City of Monterey Park - 57 Intersections
Ray Alfonso, Assistant City Engineer - (626) 307-1330

City of Coachella - 16 Intersections
George Torres, Street Division Supervisor - (760) 398-4202

b) Recently Expired City Contracts

City of Chino - 102 Intersections
Mario Flores, Engineer - (909) 591-9828

City of Aliso Viejo - 46 Intersections
Shawn Pelletier, City Engineer - (949) 425-2533

City of Placentia - 44 Intersections
Ruth Smith - Traffic Engineer - (714) 993-8131



CITY OF LAGUNA HILLS

April 17, 2014

Computer Service Company
12907 Garvey Avenue
Baldwin Park, Ca 91706

SUBJECT: ADDENDUM NO.1 TO REQUEST FOR PROPOSAL (RFP) FOR
TRAFFIC SIGNAL MAINTENANCE SERVICES

Dear Mr. Telander,

You are informed of the following changes to the subject document which are material to your Proposal.

- 1) The RFP does not make any reference to "Holiday Pay" rates in Exhibit B. If you require Holiday Pay rates, add a paragraph explanation to your fee proposal stating the details of, and when, the Holiday Pay rates would apply.
- 2) On Exhibit B, under Extraordinary Maintenance, Fee Item No. 6, manually change the quantities for the line items described and shown revised below.

6. Painting of Controller Cabinets/Signal Heads

<u>Item</u>	<u>Quantity</u>
"Clean, primer and repaint controller cabinets..."	10
"Clean, primer and repaint signal head..."	205

Proposing Firms shall return a signed copy of this Addendum No. 1 with their Proposal.

Sincerely,

Kenneth H. Rosenfield, P.E.
Director of Public Services

Received By:

Firm/Proposer Print Name

Signature

EXHIBIT D

TRAFFIC SIGNAL MAINTENANCE
CONTRACTOR / FIRMS INFORMATIONFirm Name: Computer Service Company

Firm Parent or Ownership: _____

Firm Address: 12907 E. Garvey Ave., Baldwin Park, CA 91706Firm Telephone Number: (951) 738-1444Firm Fax Number: (626) 962-2521Number of years in existence: 35

Management Contact (person responsible for direct contact with the City of Laguna Hills and services required for this Request for Proposal):

Name: Jeff Telander Title: Operation ManagerTelephone Number: (714) 981-7989 Fax: (626) 962-2521Email: jtelande@computerservco.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Justin Cataldo Title: Project ManagerTelephone Number: (714) 920-4617 Fax: (626) 962-2521Email: jcataldo@computerservco.comTypes of services provided by the firm: Traffic Signal & StreetlightMaintenance

EXHIBIT E

TRAFFIC SIGNAL MAINTENANCE

REQUIRED CITY FORMS (Return with Proposal)

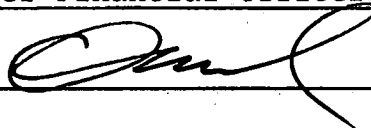
CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTSNAME OF CONTRACTOR/FIRM: Computer Service CompanyDISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:NONEDISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:NONEI declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.Signed this 1st day of May, 2014, at 12907 E. Garvey Ave.Baldwin Park, California.Name: Vincent P. MauchTitle: Chief Financial OfficerSignature: 

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of Computer Service Company
(Contractor/Firm) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Vincent P. Mauch

Title: Chief Financial Officer

Signature: 

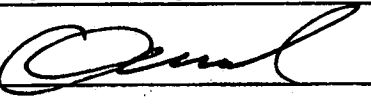
Date: 05/01/2014

**CONTRACTOR'S STATEMENT OF ACCEPTANCE
OF
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT**

I hereby certify on behalf of Computer Service Company
(Contractor/Firm) that I/we have reviewed in full the draft Traffic Signal Maintenance Agreement, Appendix A to the Request for Proposal, understand the obligations in the Agreement and are prepared to execute the Agreement as presented in Appendix A.

Name: Vincent P. Mauch

Title: Chief Financial Officer

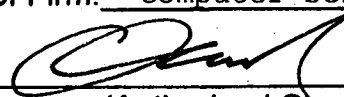
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Date: 05/01/2014

EXHIBIT F

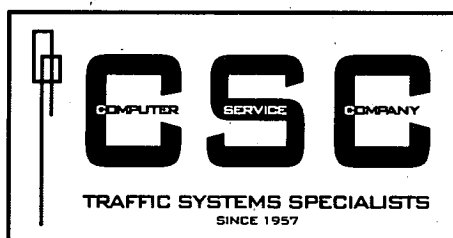
CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated August 6, 2013, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated April 2, 2014.
5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from May 1, 2014.

Name of Firm: Computer Service CompanyBy: 
(Authorized Signature)Type Name: Vincent P. MauchTitle: Chief Financial OfficerDate: 05/01/2014

Allocation of Resources City of Laguna Hills

Monthly 2014	WEEK 1							WEEK 2							WEEK 3							WEEK 4									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Ralph Murillo (909) 322-7712	PM	PM	PM	PM	PM			PM	PM	PM	PM	PM																			
	Service Calls																														
	Extra Ordinary Regular/Work																														
Minh Pham (909) 322-7416	Service Calls																														
	Extra Ordinary Regular/Work																														
	After Hours On Call																														
Vinny Nguyen	After Hours On Call																														
	Available for Service Calls If Needed																														
Art Torres	Night Survey Drive (one night to complete during first week of every month)																														



May 1, 2014

Mr. Kenneth H. Rosenfield
Director of Public Services/City Engineer
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Exhibit B Fee Schedule

Dear Mr. Rosenfield,

Computer Service Company ("CSC"), a Woman Owned Business, located at 12907 E. Garvey Ave., Baldwin Park, CA 91706 is pleased to submit this Exhibit B Fee Schedule in response to the City of Laguna Hill's Request for Proposal dated April 2, 2014 including Addendum Number 1.

In the event further information or clarification is required during review of the proposal, please feel free to contact me directly.

Kind Regards,

Jeff Telander – Operations Manager
12907 E. Garvey Ave.
Baldwin Park, CA 91706
Mobile: (714) 981-7989
Phone: (951) 738-1444 Ext. 8901
Fax: (626) 962-2521
Email: jtelande@computerservco.com

CITY OF LAGUNA HILLS
FEE SCHEDULE
EXHIBIT B
ROUTINE MAINTENANCE

**MAINTENANCE OF TRAFFIC SIGNALS AND APPURTENANCES,
CITY STREETLIGHTS, GUIDE SIGNS ILLUMINATED STREET NAME SIGNS,
SAFETY LIGHTS, AND CITY MONUMENT LIGHTS**

Firms Name: Computer Service Company

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems and interconnect and appurtenances Per intersection, per month:	47 Traffic Signals	\$ 65.00 Each	\$3,055.00 Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons Per location, per month:	8 Beacons locations	\$ 20.00 Each	\$ 160.00 Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights Per light, per month:	189 Lights	\$ 2.15 Each	\$ 406.35 Monthly
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs Per sign, per month:	166 ISNS	\$ 2.15 Each	\$ 356.90 Monthly
5	Routine inspection, preventative maintenance, and repairs of illuminated guide signs on sign bridge Per sign, per month:	4	\$ 25.00 Each	\$ 100.00 Monthly
6	Routine inspection, preventative maintenance, and repairs of City street lights + bridge underdeck lights Per light, per month:	28	\$ 2.25 Each	\$ 63.00 Monthly

-Continue next page-

7	Routine inspection, preventative maintenance, and repairs of City monument lights + tree uplights Per light, per month:	117	\$ 4.50 Each	\$ 526.50 Monthly
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE				\$4,667.75 MONTHLY
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE WRITTEN IN WORDS: <u>Four thousand six hundred sixty seven and seventy five cents.</u>				

Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed. Contractor is solely responsible to understand the full scope of work and existing equipment to be maintained.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside marked limits of work. No compensation will be allowed for disposing of rejected or excess material.

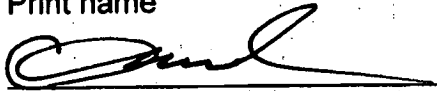
Contractor shall note that the award, if any, of this contract will be to the most responsible Contractor per the selection criteria. The City reserves the right to reject all proposals. In case of discrepancy between unit and total price, the unit price shall prevail.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretion, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to be effective July 1st.

Acknowledged:

Firm/Contractor: Computer Service Company

By: Vincent P. Mauch
Print name

Signature: 

Date: 05/01/2014

-Continue next page-

CITY OF LAGUNA HILLS
Schedule (continued)
EXTRAORDINARY MAINTENANCE

The description of extraordinary maintenance is provided per the provision of the scope of work.

Firms Name: Computer Service Company

1.	Labor	Regular Time	Overtime
	Signal Maintenance Superintendent	\$ 95.00	\$ 142.00
	Signal Maintenance Technicians	\$ 80.00	\$ 120.00
	Field Traffic Signalman	\$ 76.00	\$ 114.00
	Laborer	\$ 70.00	\$ 105.00
	Painter	\$ 70.00	\$ 105.00
	Engineer Technician	\$ 95.00	\$ 142.00
	Interconnect/Communications Specialist - Ethernet	\$ 95.00	\$ 142.00
2.	Equipment	Rate Per Hour	
	Flex Lift (Hydraulic Boom)	\$ 170.00	
	Pickup Truck	\$ 18.00	
	Service Truck	\$ 22.00	
	Service Ladder Truck	\$ N/A	
	Boom Ladder Truck (Man Lift) (Bucket Truck)	\$ 32.00	
	Concrete Saw and Water Truck	\$ 40.00	
	Compressor with Tools	\$ 25.00	

The following EXTRAORDINARY MAINTENANCE quantities are estimates only and are provided solely for bidding purposes and for establishing the rates to be applied to actual annual EXTRAORDINARY MAINTENANCE PERFORMED. These estimates should not be construed as a minimum or maximum of actual EXTRAORDINARY MAINTENANCE performed per year. Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

3.	Controller, Cabinet and Appurtenances	Unit Quantity	Unit Cost	Total Cost
	Installation of new, fully wired Type P cabinet	2	\$28,000	\$ 56,000
	Paint all signal heads, back plates, housings and visors within 18 months	47 Intersections	\$1,900	\$ 89,300
	Installation of new NEMA type TS1 controller	2	\$4,000	\$ 8,000

-Continue next page-

Major upgrade of existing controller cabinet (excluding controller) such as painting, rewiring, auxiliary equipment upgrades including rack-mounted detection and new signal monitor		2	\$5,000	\$ 10,000
Type III service – stainless steel		4	\$2,850	\$ 11,400
Replace splice cabinet stainless steel		4	\$1,550	\$6,200
Replacement of shelf-mounted detectors with rack-mounted (estimate based on the replacement of 12 detectors)		10	\$2,700	\$27,000
Individual replacement of detectors in controller as needed		10	\$350.00	\$ 3,500
Installation of new LCD-12P Signal Monitor unit as needed		4	\$950.00	\$ 3,800
Operation and certification testing of new cabinet and controllers and appurtenances (work shall be in accordance with State of California testing procedures)		2	\$1,100	\$ 2,200
Annual Conflict Monitor Testing		47	\$85.00	\$ 3,995
Replacement of Inoperable Conflict Monitors		2	\$950.00	\$ 1,900
4.	All 12" Vehicle Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
	Replace red ball LED display	50	\$89.00	\$ 4,450
	Replace red arrow LED display	50	\$86.00	\$ 4,300
	Replace yellow ball LED display	20	\$90.00	\$ 1,800
	Replace yellow arrow LED display	20	\$ 86.00	\$ 1,720
	Replace green ball LED display	40	\$125.00	\$ 5,000
	Replace green arrow LED display	40	\$115.00	\$ 4,600
	Replace red Programmable Visor (PV) LED	10	\$128.00	\$ 1,280
	Replace yellow Programmable Visor (PV) LED	10	\$120.00	\$ 1,200
	Replace green Programmable Visor (PV) LED	10	\$190.00	\$ 1,900
5.	Pedestrian Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
	Replace pedestrian push button signing	10	\$35.00	\$ 350.00
	Replace pedestrian module kits (countdown only)	32	\$350.00	\$ 11,200
	Replace pedestrian push buttons	4	\$105.00	\$ 420.00
	Paint Pedestrian Heads/Frameworks per intersection	10	\$ 60.00	\$ 600.00

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6.	Painting of Controller Cabinets/Signal Heads	Unit Quantity	Unit Cost	Total Cost
	Clean, primer, and repaint controller cabinet exterior surfaces with paint color as specified by City	205 50	\$550.00	\$27,500
	Clean, primer, and repaint signal head and mounting surfaces per industry standard color as approved by City	50 205	\$145.00	\$29,725
7.	Replacing Detection	Unit Quantity	Unit Cost	Total Cost
	Install 6' round three- or four-turn Type E loop detectors including sawcut lead-in	52	\$410.00	\$21,320
	Purchase, installation and replacement of video detection camera	4	\$4,200	\$16,800
8.	Battery Back-up System	Unit Quantity	Unit Cost	Total Cost
	Back-up unit	1	\$4,400	\$4,400
	Batteries	8	\$260.00	\$2,080
9.	Traffic Signs/ISNS/Lighting	Unit Quantity	Unit Cost	Total Cost
	Purchase, installation and replacement of regulatory and warning signs on poles/mast arms	10	\$220.00	\$2,200
	Purchase, installation and replacement of 6' ISNS LED complete with premium printed panels	48	\$2,700	\$129,000
	Purchase, installation and replacement of 8' ISNS LED complete with premium printed panels	6	\$2,700	\$16,200
	Purchase, installation and replacement of Inoperable Safety Light	10	\$450.00	\$4,500
	Replacement of City Owned Street Light / Guide sign Light	10	\$450.00	\$4,500
	Purchase, installation and replacement of Inoperable ISNS Light	10	\$85.00	\$850.00
10.	Interconnect Installation and Replacement	Unit Quantity	Unit Cost	Total Cost
	Furnish & install 2" conduit with pull boxes and pull rope		(LF)	
	Bore under sidewalk/street	1,000	\$22.00	\$22,000
	Trenched in dirt	1,000	\$10.00	\$10,000
	Wheeled in asphalt	1,000	\$34.00	\$34,000

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Furnish & install 3" conduit with pull boxes and pull rope				
	Bore under sidewalk/street	1,000	\$29.00	\$ 29,000
	Trenched in dirt	1,000	\$17.00	\$ 17,000
	Wheeled in asphalt	1,000	\$42.00	\$ 42,000
Furnish & install interconnect cable(s)				
	6 pair #22 cable	500	\$ 1.00	\$ 500.00
	12 pair #22 cable	1,000	\$ 2.00	\$ 2,000
	25 pair #22 cable	2,500	\$ 3.00	\$ 7,500
Furnish & install pull boxes or splice pedestals				
	#5 pull box	10	\$225.00	\$ 2,250
	#6 pull box	10	\$294.00	\$ 2,940
	Splice pedestals with locks – stainless steel	10	\$1,850	\$18,500
	Replace lock assembly on splice pedestals	10	\$ 30.00	\$ 300.00
Furnish & install termination/connector equipment in splice pedestals				
	Terminal block for #22 cable	10	\$110.00	\$ 1,100
Interconnect cable connections including verification of operation				
	6/12/25 pair #22 connections	20	\$30.00	\$ 600.00
	Interconnect/communications troubleshooting	100	\$105.00	\$ 10,500
11.	Construction Response	Unit Quantity	Unit Cost	Total Cost
	Response to construction site timing adjustments/ signal flash	10	\$105.00	\$ 1,050
12.	Underground Alert Responses/ Marking of Facilities	Unit Quantity	Unit Cost	Total Cost
	Response to all USA Underground Alert requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs	50	\$200.00	\$ 10,000

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13.	Monuments	Unit Quantity	Unit Cost	Total Cost
	Purchase, installation and replacement of in-ground tree/wall upright unit to match existing	10	\$320.00	\$ 3,200
	Purchase, installation and replacement of above-ground tree/wall upright unit to match existing	10	\$345.00	\$ 3,450
	Purchase, installation and replacement of inoperable upright bulb	20	\$ 95.00	\$ 1,900
	Purchase, installation and replacement of inoperable monument light bulb	10	\$ 95.00	\$950.00

All extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to task order issued by the City.

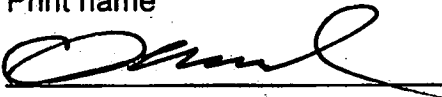
The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement. Thereafter, annually, effective July 1st, the fees may be adjusted consistent with the consumer price index (CPI) for the Los Angeles / Orange County fee for the logging 12 months as of the April CPI report, as solely approved by City.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretions, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to the effective July 1st.

Acknowledged:

Firm/Contractor: Computer Service Company

By: Vincent P. Mauch
Print name

Signature: 

Date: 05/01/2014

-Continue next page-

EXHIBIT "B"**CITY OF LAGUNA HILLS
REQUEST FOR PROPOSALS
FOR
TRAFFIC SIGNAL MAINTENANCE****DATED: APRIL 2, 2014**



CITY OF LAGUNA HILLS

**REQUEST FOR PROPOSAL
FOR
TRAFFIC SIGNAL MAINTENANCE**

APRIL 2, 2014

CITY OF LAGUNA HILLS
REQUEST FOR PROPOSAL
TRAFFIC SIGNAL MAINTENANCE

TABLE OF CONTENTS

Introduction	2
Proposal Schedule	3
Proposal Submittal Requirements	3
General Requirements	6
Scope of Work	Exhibit A
Fee Schedule	Exhibit B
Listing of Worksites	Exhibit C
Contractor/Firm Information	Exhibit D
Required City Forms	Exhibit E
Certification of Proposal	Exhibit F
Traffic Signal Maintenance Services Agreement	Appendix A
Evaluation Procedure	Appendix B

CITY OF LAGUNA HILLS
REQUEST FOR PROPOSAL
TRAFFIC SIGNAL MAINTENANCE

The City of Laguna Hills ("City") seeks proposals from qualified firms for Traffic Signal Maintenance.

Responses must conform with the requirements of this Request for Proposal ("RFP"). The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Selection of the proposer will be made solely by the City on criteria determined by the City.

The use of the term "firm" throughout this document means individual proprietorship, partnership, limited liability company, corporation or joint venture.

By submitting a project proposal, the proposer agrees to all of the terms of the RFP and Agreement (Appendix A), unless exceptions to the RFP or Agreement are stated by the proposer in its project proposal. The successful proposer will be required to enter into an Agreement (Appendix A) which will include the requirements of this RFP as well as other requirements. The City reserves the right to reject any proposal(s) exceptions or changes to the Agreement or Request for Proposal.

1. ABOUT THE CITY

The City of Laguna Hills is located in southern Orange County, California, in the area commonly referred to as the Saddleback Valley, with a population of approximately 31,000 encompassing 6.7 square miles. The City of Laguna Hills fiscal year begins on July 1 and ends on June 30.

The City was incorporated in 1991, operates under the Council/Manager form of government and is considered a contract city. The five Members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected annually from among the Council Members. The Council meets on the 2nd and 4th Tuesdays of each month.

The firm's principal contact with the City of Laguna Hills will be Kenneth Rosenfield, P.E., Director of Public Services, (949) 707-2655 or a designated representative, who will coordinate the assistance to be provided by the City of Laguna Hills to the proposer.

City Hall is located at 24035 El Toro Road, Laguna Hills, California 92653. The telephone number is (949) 707-2600, and the fax is (949) 707-2633. The City website address is www.ci.laguna-hills.ca.us.

2. PROPOSAL SCHEDULE

The schedule is as follows:

Proposals Due at City Hall	May 1, 2014 4:00 p.m.
Negotiations Complete/ Agreement signed by Proposer	May 20, 2014
City Council Selection*	May 27, 2014
First Working Day	July 1, 2014 12:01 a.m.

*The City expects, but does not guarantee, that the decision on selection of a firm will be made by the City Council on the date indicated above.

3. PROCEDURE FOR SUBMITTING PROJECT PROPOSALS

A. Time, Place and Format

Proposals must be received at City Hall no later than 4:00 p.m. on the date indicated in Section 2. Proposals received in the mail after 4:00 p.m. on the date indicated in Section 2, regardless of the date of their postmarks, will be rejected. Proposals must:

- not be folded, tabbed or bound
- show page numbers for all pages in the proposal
- include 3 copies punched for a standard 3-ring binder and placed in the binders
- be on 8-1/2"x11", 20-24 lb. white paper (do not submit covers)
- be submitted in one or more envelopes, each of which clearly:
 - ✓ states "Traffic Signal Maintenance Proposal"

- ✓ identifies the proposer
- ✓ states the number of the envelope and the total number of envelopes submitted by the proposer
- Includes Exhibits D, E & F
- the envelope must be addressed as follows:
 City of Laguna Hills
 Attn: Director of Public Services
 24035 El Toro Road
 Laguna Hills, CA 92653

Proposals must address the requirements of the RFP in the exact order set forth in Section 4. They should be as concise as possible and must not contain any promotional, advertising or display material.

B. Opening of Responses

All proposals will be opened and considered within ten days after the deadline date shown in Section 2, using evaluation procedures set forth in Appendix B.

4. DATA TO BE SUBMITTED WITH PROJECT PROPOSALS

The content and sequence of the information contained in each copy of the proposal shall be as follows:

A. Letter of Transmittal

Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested. Also, state the Management Contact (Representative authorized to sign an Agreement for your firm) and Project Manager (person responsible for day-to-day management of the project).

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Summary Sheet

1. This section of the proposal must include a fully-completed copy of the Summary Sheet included with this RFP (Exhibit D).
2. Provide the name, title, experience and qualifications of the personnel who will be assigned to the project.
3. Provide the resumes of the Management Contact with the City and the Project Manager (person responsible for day-to-day work on the project).

D. Allocation of Resources

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated for this project. Submittal of a project schedule is required as part of the Allocation of Resources.

E. Scope of Work

Proposals must address all items set forth in Section 5 "Scope of Work, Exhibit A and Exhibit C." Additional information which, in your opinion, should be included must be clearly identified.

F. References

Each firm must include the following references:

1. List similar services performed as the prime consultant for all similar organizations/entities (not to include the City of Laguna Hills) in the last five years and when performed. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.
2. List all similar public agencies (not to include the City of Laguna Hills) for which contracts were terminated in the last three years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reason(s) for termination(s).

G. Certification of Proposals and Required City Forms

Return a copy of the entire completed certification properly executed and required city forms as provided for in Appendix E and Appendix F.

5. SCOPE OF WORK

The Scope of Work, as may be modified through negotiation and/or by written addendum issued by the City, will be made a part of the Agreement and shall conform to Exhibits A through F, inclusive, attached hereto. The firm is solely responsible to research, review and understand the full scope of work to be done to the City's satisfaction.

The Scope of Work is expected to be completed within 5 years. At the City's option, the Agreement may be extended for one additional term of 5 years.

6. DATA TO BE SUBMITTED WITH COST PROPOSALS

A separate, sealed Cost Proposal shall be submitted with the Project Proposal. The separate, sealed envelope shall be marked "Cost Proposal – Traffic Signal Maintenance" and shall include Exhibit B with a transmittal letter.

Compensation and rates shall not be changed for the first two years of the Contract. Thereafter, a change in compensation, not to exceed 5% and equal to the Consumer Price Index change for the LA/OC area for the logging 12 months as of April, may be considered by the City.

7. GENERAL REQUIREMENTS

A. Personnel

The Agreement and Letter of Transmittal shall identify the Management Contact (representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of project). The successful proposer may change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

B. Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

C. Right to Reject Proposals

The City reserves the right without prejudice to reject any or all proposals.

D. Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be sent to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

E. Public Record

All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

F. Additional Services

The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

G. Conflict of Interest

By signing the Agreement, the successful proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her

termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

H. Confidential Information

The City shall refrain from releasing Proposer'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 Proposer of its intention to release Proprietary Information. Proposer shall have five (5) working days after receipt of the Release Notice to give City written notice of Proposer's objection to the City's release of Proprietary Information. Proposer 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) Proposer 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.

8. TERM

Unless earlier terminated as provided in the Agreement, the Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years commencing on July 1, 2014, and ending on June 30, 2019.

EXHIBIT A
SCOPE OF WORK
CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE SPECIFICATIONS

I. SCOPE OF WORK

A. General Description

The traffic signal maintenance contractor ("Contractor" or "Firm") shall perform routine scheduled maintenance, extraordinary maintenance, emergency repairs and technical support for the City of Laguna Hills ("City") traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment. Contractor shall furnish and have accessible all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work necessary to maintain in a good and workmanlike manner traffic signal facilities in accordance with the proposal and the defined scope of work. Traffic signal systems shall include but, not be limited to, all traffic signal indications, traffic signal controllers, electrical service, battery back-ups, electrical or mechanical traffic control or traffic devices, traffic poles, emergency vehicle pre-emption equipment, interconnect, cabinets, splice pedestals, pan/tilt/zoom cameras, detection cameras, loops and all related hardware at all City signalized intersections and City street lights, underdeck lights, guide sign lights and City monument lights.

As specified herein, the Contractor shall maintain traffic signal systems to eliminate or reduce the incidences of malfunctions, reduce operational complaints, and maintain equipment in proper working order. Required normal working hours for maintenance coverage is from 7:00 a.m. to 5:00 p.m. Monday through Friday; however, twenty-four (24) hour, on-call response to City's request for maintenance and repair services is required. In general, routine responses related to these maintenance functions during normal working hours and maintenance requiring scheduled night-rides shall be considered normal scheduled maintenance work. All extraordinary and emergency work performed outside these specified hours and on holidays shall be paid at the approved overtime rates.

All identified City intersections per this agreement shall be regularly patrolled by Contractor or its representative with verified monthly inspections with an established checklist. The Contractor shall recognize these traffic signals, warning devices, and highway safety lighting as critical safety devices to the public; timely response to requests and completion of repairs is imperative.

B. Specifications

All signal work shall be performed in accordance with the current Standard Plans and Section 86 of the Standard Specifications for the State of California, Department of Transportation (latest edition), and "Greenbook" Standard Specifications for Public Works Construction (latest edition), and the current City Standard Plans. All work performed or equipment or parts supplied by Contractor shall be subject to applicable Federal and State Standards, approved proposals, contract documents, City inspection, and approval by the City, its Director of Public Services, or his authorized representative. Failure to pass inspection on any maintenance, repair and service item will result in non-payment for that item until such time as the Contractor can complete the item to the satisfaction of the City.

C. Compensation For Maintenance

City will compensate Contractor for monthly routine maintenance at the contract monthly unit price (lump sum). Said compensation shall include all labor, materials, equipment, overhead and profits to perform the routine service and no extra compensation will be allowed.

Extraordinary maintenance shall be invoiced at the established rates per Exhibit B and shall include, as appropriate, all labor, materials, equipment and profit. All items not covered shall require a negotiated price and approval by the Director of Public Services or his authorized representative. All extraordinary maintenance requires City authorization per Task Order prior to beginning the work unless the work is an emergency repair required to restore the safe operation of the traffic signal system. Contractor shall still submit the appropriate documentation for subsequent authorization of the emergency work including photos of any visible damage with details of any final repairs that might be required including a schedule for completion. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

II. CONTRACTOR REQUIREMENTS

A. Facilities

The Contractor shall at all times maintain local facilities where assigned personnel have access to all required tools, equipment, apparatus, facilities, skilled labor, services, and material, to perform all work within the required response times necessary to maintain in a good and workmanlike manner all traffic signal systems, interconnect, flashing warning lights, illuminated street name signs, highway safety lighting, City owned street lights, and all appurtenant equipment in accordance with the proposal and the defined scope of work.

The Contractor shall be equipped with spare parts sufficient to return a defective signal to operational following ordinary trouble calls. The Contractor shall have on-hand at least five (5) spare Econolite ASC/3-2100 NEMA controllers which are Centrac system-compatible (includes controller software updates and ethernet ready) and five (5) spare NEMA Conflict Monitors available for deployment within the City. The Contractor shall also have at least two (2) spare battery sets to replace failed Battery Back-Up Units.

The Contractor shall provide to the technicians assigned to the City digital cameras that can clearly record damaged or inventoried equipment and provide visual records relating to work requests submitted to the City. Contractor shall have and monitor a local telephone number, fax number and email address.

The Contractor shall have available adequately skilled personnel and proper lab testing facilities to perform inspection of new controller mechanisms including controller units, auxiliary equipment, and traffic control appurtenances. All testing and test facilities shall conform to State of California, Department of Transportation (Caltrans) current specifications for NEMA controllers.

B. Personnel

The Contractor shall provide at least two (2) full-time Transportation System Electricians to perform normal scheduled and extraordinary/emergency maintenance duties. Normal scheduled maintenance services shall be provided during the normal 7:00 a.m. to 5:00 p.m. weekday working hours of this contract. In addition, these positions may be required to perform extra work or additional repairs at the request of the Director of Public Services or designee. The Transportation System Electricians shall be certified or licensed according to State of California requirements for electrical workers, and shall have current certification of at least Level II Traffic Signal Technician or higher from the International Municipal Signal Association (IMSA) throughout the entire duration of the contract. They shall also be trained in the operation and repair of Econolite ACS/3-2100 controllers and its integrated operation with Econolite Centrac (monitoring central master) and Actellis Data Transmitters including software compatibility and timing functions.

The Contractor shall provide City with documentation on the approved electricians including copies of their licenses or certifications, assigned service vehicle information and contact information. All technicians shall be equipped to perform all required duties of the trade at all times. Reports accounting for one-hundred percent (100%) of assigned technician time shall be submitted weekly as outlined in this scope of work.

The Contractor shall also provide support personnel of an appropriate craft to complete work not requiring the services of a certified Transportation System Electrician to be deployed on an as-needed basis such as re-lamping, lens cleaning, underground services alert responses, painting, night rides for Illuminated Street Name Signs (ISNS), safety lighting, City owned street lights, monuments or other work as required. Monthly

night inspections for safety lighting, City owned street lights, Battery Backup Systems, ISNS and monuments will be conducted after dusk and overtime rates shall not apply to these activities.

All personnel shall be trained in Equal Employment Opportunity policies and shall conduct themselves in a respectful and professional manner at all times. The City reserves the right at all times to concur with the Contractor's assignment of personnel to the City. If requested by the City, the Contractor shall replace any personnel assigned to the City whose performance or conduct is considered unacceptable by the City, or the standards established per the contract.

C. Service Requests 24-Hour Phone Access

The Contractor shall maintain a single, attended (real person contact) local telephone number where they can be reached twenty-four (24) hours a day, seven days a week to provide maintenance and repair services as requested by the City, including replacement of burned-out vehicles indications, adjustments of turned signal heads, repair of vehicle detectors (video and loop) repair of controller malfunctions or any damage creating a public hazard. Contractor vehicles shall also carry portable stop signs should City request this installation for blacked out signals. This telephone number shall be made available to all persons designated by the City.

The Contractor shall maintain and provide mobile communication that permits City direct phone and email communications with all supervisors and technicians assigned to the City and their designated representatives. This includes providing equipment for their receipt and responses to emails in addition to phone calls while in the field.

The Contractor shall subscribe to Underground Services Alert (USA) on-line interconnect notifications to receive direct request or notices for identification of City underground facilities and respond within 48 hours to such notices.

D. Response Criteria for Requested Services

Whenever the Contractor receives requested service calls from the City or its designated representatives, Contractor shall provide immediate response to emergency calls and dispatch the qualified personnel and equipment to reach the site within one (1) hour of notification during normal working hours of the contact, and within two (2) hours during non-working hours of the contact, including Saturdays, Sundays, and holidays. Contractor is required to provide the reporting party with an estimated time of arrival.

As part of emergency response, Contractor may be required to respond to accidents at signalized intersections to inspect and/or repair traffic signal system, equipment, and operation. Contractor shall perform a complete preventive maintenance check as outlined in this scope of work, thoroughly examining and inspecting all equipment at the location for physical damage or equipment malfunctions including a complete check of the controller and conflict monitor. Photos shall be taken of any damage and submitted

with a written report summarizing the results of the examination and inspection. These reports and photos shall be submitted within five (5) calendar days. A request for authorization for the emergency work and needed repairs shall also be submitted with the required report and photos.

E. Additions To System

Contractor shall maintain, at the same unit price, additional traffic signals and appurtenant devices as they are installed or become a part of the maintenance requirements of the City. In the event that notification is made of a new installation at other than the beginning of a monthly period, the unit cost of routine maintenance will be prorated from the day the Contractor is notified.

F. Maintenance Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment listing dates, hour of day, and description of work or work performed. All proposed forms shall be submitted by the Contractor to the City for its approval prior to use.

1. **Each Intersection.** The Contractor shall keep current, a permanent operational record of each and every piece of traffic control or safety equipment which the Contractor is required to maintain by this contract, including but not limited to, vehicle and pedestrian timing sheets, detectors, cabinet wiring, interconnect equipment, pre-emptive control, or similar equipment. Existing operational records shall also be maintained for historical purposes.

The Contractor shall maintain a separate record at each intersection detailing monthly maintenance, inspections, and repairs of controller and related equipment. All entries shall be made on a standardized form as approved by City, legible and made in chronological order on the sheet in indelible ink. The required entry shall include date, time, reason for visit, observations and/or work performed, and initials of individual making the entry. A copy of such record shall be maintained at all times within the controller cabinet at each signal location.

2. **Office Records.** The Contractor shall maintain a complete set of records for all locations noting all inspections and repairs completed. A separate daily log or diary for every person and vehicle employed on the contract shall also be maintained. Said log or diary shall fully describe the work or service performed by each individual on each piece of equipment and show all chargeable time to this contract for every twenty-four (24) hour period. This record shall include the date and time of day the work was performed at each intersections, the description of work performed, and the name of the technician(s) that performed the work.

Upon request, the Contractor shall provide monthly summaries accounting for one hundred percent (100%) of the work hours of the assigned technicians and related staff assigned to the City. This shall include all assignments per the City's scope of work and any shared time staffing other contracts. Failure to comply will delay payment of the monthly invoices.

- 3. Activities Report.** Two monthly reports providing a complete record of all work performed on the City's Traffic Signal Facilities and a status of pending work orders shall be attached to each associated monthly invoice. The Activities Report is considered part of the routine monthly maintenance; therefore, invoices will not be paid until these summary reports have been received. The monthly Activities Report submitted with each invoice shall include:

- Location of each separate service
- Date and approximate time for the service
- Reason for the service
- Identification of the type of service (Routine, Extraordinary and/or Emergency)
- Status of repair (complete or temporary)
 - For Temporary—Estimated date of final repairs
- Who called in the request for service
- Name of technicians(s) performing the service
- Number of hours spent for each service

With each monthly invoice, the Contractor shall provide a monthly status report of open or incomplete work orders. This shall include any work that has been identified pending approved maintenance/repairs, temporary repairs, or maintenance pending delivery of equipment. The report shall include:

- Location of pending work
- Date of authorization
- Reason the work is incomplete
- Estimated date when the service will be completed

- 4. Citywide Underground References.** Contractor shall be responsible to maintain copies of City records for performing the required underground marking of facilities including, but not limited to, traffic signal and interconnect plans in response to U.S.A. callouts. The Contractor shall also note any corrections to these records or location of traffic signal facilities that have been identified by Contractor for future use. Copies of these updates to the records shall be transmitted to the City with the monthly invoices.

G. City Notification of Changes in Traffic Signal Equipment or Operation

Contractor shall notify by telephone and/or email within twenty-four (24) hours of the next business day the Director of Public Services or his authorized representative regarding alterations of the operation of any signal or the installation/removal of any substitute controller or component.

H. Shut Downs

Contractor shall notify Laguna Hills Police Services (Orange County Sheriff's Department) and the Director of Public Services or his authorized representative of any signal turn-offs or turn-ons necessitated by his operations and shall not make said turn-offs or turn-ons until a police officer is present or unless given permission to proceed without police control by the Director of Public Services or his authorized representative.

I. Type of Signal System Equipment

The fee prices for both the routine and extraordinary maintenance shall apply to all types of signal controllers, accessories and systems as may exist in the City now or that may be installed during the life of the Contract. At no additional compensation, the Contractor shall provide training and certifications to the personnel assigned to the City in maintenance and operation of the current City traffic signal equipment and related systems as needed.

J. Warranty Service

Newly installed traffic signal components typically carry a one (1) year warranty provided by the manufacturer and/or installing company except for new ISNS which shall carry a five (5) year warranty. During the warranty period, Contractor is expected to coordinate warranty repairs with the appropriate manufacturer and/or installing firm. The Contractor shall notify the City of any undue delays in response by these other responsible parties in responding to warranty requests and provide a detail summary of the incident.

K. Traffic Control

Contractor shall provide safe and continuous passage for pedestrian and vehicular traffic at all times and conduct its operation as to cause the least possible obstruction and inconvenience to public traffic. No lane closures will be permitted between the hours of 7:00 a.m. and 9:00 a.m. or 3:30 p.m. to 6:00 p.m. unless an emergency exists and such a closure is necessary to safeguard the traveling public.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with Part 6 "Temporary Traffic Control" of the current "California Manual of Uniform Traffic Control Devices" (MUTCD-Latest Version) published by the State of California, Department of Transportation, the standards as contain in the "Work Area Traffic Control Handbook" (WATCH-latest edition) published by Building News Inc. or as may be deemed necessary by the Director of Public

Services to give adequate warning to the public at all times that the road or street is obstructed and of any abnormal conditions to be encountered as a result thereof.

All trucks shall be equipped with a minimum of four (4) STOP signs and small barricades or stands that can be placed in the intersection during an emergency response or "blackout" intersection as needed. Each vehicle used to place and remove components shall be equipped with a flashing arrow board, which shall be in operation when the vehicle is being used for placing, maintaining, or removing components. All staff shall, at all times, wear ANSI 107-2010, class III safety vests.

III. ROUTINE MAINTENANCE

The Contractor shall provide a continuing, comprehensive, routine maintenance program designed to eliminate or reduce the incidents of malfunctions, operational complaints and extend the useful life of the equipment. Contractor shall inspect, clean, and if necessary adjust all traffic signal control equipment to meet manufacturer's original specifications at each signalized intersection once each calendar month. The monthly inspection and cleaning of cabinets shall include the repair/replacement of parts in controller cabinet, detector loop patching, cleaning and realignment of signal indications, continuity checks, testing of the City's signal interconnect system, testing and repair of battery back-up systems, LED and pedestrian indication replacements (labor), rewiring, concrete and foundation repairs, and lamping to maintain existing operation. The Contractor shall be financially responsible for equipment determined to be damaged or affected due to neglected regularly scheduled maintenance.

A. Monthly Inspection

Contractor shall clean, adjust and make a routine inspection of each traffic signal location once per month per the approved proposal. Contractor agrees that it will maintain a record in each controller cabinet showing the date and time checked. Controllers shall not be replaced, except for repair, without prior approval of the City.

The Contractor shall submit, for City approval, a standard checklist for inspections and tasks that are conducted at each intersection, which shall include but not be limited to the following:

1. Clean the inside and outside of all controller cabinet assemblies, electrical service, battery back-up cabinets, and interconnect cabinets, removing any foreign material including graffiti. Tighten all electrical termination and check all Ethernet connections. Inspect/protect all related facilities for/from ant, bug, or rodent infiltration. Rust and water damage shall be reported to the City in the monthly report.
2. Check the timing of individual signal phasing and integral timing circuits for the correct operation per the timing sheet.

3. Check and verify timing of yellow (clearance) intervals on all phases by stopwatch per the timing sheet.
4. Check detector units and systems including but not limited to inductive loops, video detection, and pedestrian push buttons for correct detection of vehicles, bicycles and pedestrians and adjust or repair as necessary to restore intended operation and inspect pan/tilt/zoom cameras. This includes the splicing (or re-splicing) of detector loops and the replacement of pedestrian buttons as needed.
5. Inspect all relays, clocks, dials, motors, switches, and similar equipment for all components of the traffic signal systems. Make routine adjustments or minor repairs as needed.
6. Walk all approaches of the intersection and visually inspect all signal poles, mast arms, signal head and indications (including programmed visibility indications), traffic control signs, pedestrian signals, illuminated street name signs, loop sealants, pull box covers, and any other devices to verify the correct condition, placement, and/or operation. Any traffic signal or illuminated indication that is burned out or has reached 80 percent depletion curve shall be replaced. All traffic heads and pedestrian heads found out of alignment shall be properly aligned and secured. Check all traffic signal indication visibility at approach distances, remedy, or report visibility deficiencies to the City immediately. Missing signs including pedestrian push button plates shall be replaced. Cracked or damaged loop sealants shall be re-sealed. All other equipment found loose, missing or damaged shall be secured, replaced, or repaired.
7. Immediately correct all safety deficiencies found during routine inspection and submit work authorizations request to the City to schedule non-emergency work.
8. Check all traffic signal controller communication equipment for proper operation, verify correct IP addresses (controller) and adjust or repair as needed. Replacement of Ethernet switches shall be coordinated with the City and subject to its approval. Contractor shall verify the grounds and connections of the copper twisted pairs at those locations using this communication system. Contractor shall test and make any repairs or adjustments. The City reserves the right to contract this work out to others. Contractor may be required to provide assistance to the City or other firms selected by the City to trouble-shoot Ethernet connections as requested.
9. Check Battery Back-up Systems for proper operation and connections including checking and recording operational voltage range of all batteries, and adjust or repair as needed. The date of new battery installations shall

be recorded in the traffic signal cabinet and in the monthly status reports to track the frequency of their required maintenance. The Contractor shall notify the City of non-operable or low-output batteries within twenty-four (24) hours. The replacement of batteries shall be considered extra work and will require approval by the City. If batteries are found to be "exploded" or cracked, the Contractor may be responsible for the cost of the replacement if it is determined that they have not been properly inspected or maintained.

10. Check the operation of the Emergency Vehicle Pre-Emption (EVP) equipment in the cabinet.
11. Inspection of illuminated street name signs, guide signs, safety lights, monument lights and City owned street lights shall include at least one night-time inspection each month with replacement lamps as required in addition to the timely replacement of burned-out lamps as reported or observed. The Contractor shall notify the City of any sign panels or housing in need of refurbishment or replacement.
12. Inspect the operation of the flashing beacons and make any repairs or replacement of lights as required.

B. Quarterly Maintenance (Every Three Months)

1. Cabinet door locks and padlocks shall be lubricated with graphite lubricant or equivalent and maintained in good working order. Any missing or damaged locks shall be replaced and/or repaired. Clean the lenses of video detection cameras and EVP units.

C. Semi Annual Maintenance (Every Six Months)

1. Contractor shall replace the air filter elements in all cabinets so equipped every six (6) months. Clean the housing and lenses of pan/tilt/zoom cameras.

D. Yearly Maintenance

The following tasks required once a year shall be included in the established monthly fees for routine maintenance.

1. Conflict Monitor

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a

schedule approved by the Director of Public Services. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

2. Emergency Vehicle Pre-emption (EVP)

The optical detector lens shall be cleaned quarterly according to the manufacturer's specifications at all signalized intersections and fire-house installations throughout the City.

3. Battery Back-Up System

Traffic signal battery back-up systems shall be checked by electrical bypass for appropriate operation per the manufacturer's specifications. The City shall approve the schedule prior to the commencement of work. Contractor shall also review and prepare a report of annual replacement of batteries by location and submit to the City.

4. Traffic Signal Controller Software

Contractor shall annually verify and update records of current software or firmware for the Econolite ASC/3 controllers and the Centrac system. This includes the spare controllers that the Contractor maintains for emergency replacement of failed controllers. All updates of controllers that require shut-down of the signal shall be coordinated with the City and may be required to be conducted at night. Software updates may be required as needed more frequently than once a year.

5. Painting

- a) Painting to remove graffiti on signal equipment shall be performed by Contractor within twenty-four (24) hours of the observation or report. Contractor shall use the City's current paint standard color and apply paint coverage to provide uniform color on the equipment.
- b) Within 18 months of the beginning of this Agreement, Contractor shall re-paint 100% of all signal faces, visors, housings and back plates per the fee schedule
- c) Contractor shall prepare and submit an annual work authorization request to the City listing cabinets (i.e., controller, splice pedestals, service) and signal head equipment that need painting as identified during the monthly maintenance reviews. Special notification shall be provided regarding rusting or water damage. Authorization for Contractor to proceed on the painting shall be subject to authorization per the terms of Extraordinary Maintenance.

E. Repair and Replacement

Contractor shall replace or repair any and all defective parts of the signal system which cause signal failure or malfunction, as the occasion arises per the routine maintenance, such as the signal controller, flashers, burned-out lamps, detector loops, video detection cameras and/or units, push buttons, sensing units and wiring system, communication internal modems and/or interface units, unless the failure or malfunction falls in the category of extraordinary maintenance as defined in this Request for Proposal.

The Contractor shall complete all work within a timely manner notifying the City within twenty-four (24) hours of the next working day when any equipment is replaced with temporary replacements pending permanent repairs.

F. Loop Detector Replacement

Once it is determined and the City has issued a task order, that the sawcut has deteriorated to a point that applying more sealant is insufficient, the loop detector shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

G. Lamps and Lighting

Contractor shall furnish and replace all illuminated street name sign lamps and safety lighting lamps at all traffic signals, flashers, street lights, under-deck lights, monument lights, and guide sign lights based upon an 80% depletion curve. Contractor shall clean all LED modules, test for luminescence and report any that fall outside acceptable levels according to the specifications.

ISNS lamps shall be F72T2 Cool White Fluorescent lamps meeting the requirements of ANSI Standard C78. Safety lighting shall be replaced with the equivalent per the existing lamp. Contractor shall clean all LED and programmed visibility lenses, align signal heads and adjust all mast-arm-mounted street name signs as needed.

The monthly routine maintenance bid price shall include lamp replacement of burned-out lights as needed. LED modules and pedestrian indication replacement modules (equipment only) are billed under extraordinary maintenance and shall be warranted for 5-years of services.

H. Conflict Monitors

Contractor shall test conflict monitors using the MT-180 or equivalent conflict monitor tester on an annual basis. Contractor shall supply a report for each test conducted. The test shall be conducted utilizing a replacement monitor (like kind) to monitor the intersection while the test is being conducted. The testing shall take place on a schedule approved by the Director of Public Services. Testing of conflict monitors shall be included in the lump sum bid for extraordinary maintenance. Any conflict monitor

that does not pass the test shall be repaired or replaced and billed as extraordinary maintenance.

I. Battery Back-up Systems

Battery Back-up Systems including back-up unit and batteries shall be tested monthly in accordance with the manufacturer's recommended maintenance as a part of routine maintenance. Battery Back-Up Units and Battery Back-Up Systems' batteries shall be replaced at the bid price stated in the proposal per extraordinary maintenance.

J. Emergency Service

Contractor shall maintain a 24-hour-per-day emergency service per the provision of routine maintenance for the replacement of burned-out lamps, turned heads, and controller malfunctions. The Contractor shall make the required repairs to restore or maintain the traffic signal in good working condition. Temporary repairs may be required in the event of an accident or failure that may be covered under extraordinary maintenance. The intersections where said traffic signals are located shall be regularly patrolled by Contractor or his representatives.

Contractor shall make immediate service calls on an emergency basis, responding within one (1) hour of notification during normal working hours of the Contact, and within two (2) hours during non-working hours of the Contact, including Saturdays, Sundays, and holidays in the event of malfunctions of the controller or signal system or turned head. Contractor is required to provide the reporting party or Contact with an estimated time of arrival. The replacement of red lamps is an emergency call. The replacement of burned-out lamps (other than red) need not be on emergency basis provided that there are at least two (2) indications still operative for each direction of travel. Such replacement shall be handled as soon as possible in a routine manner.

K. Payment for Routine Maintenance

Contractor shall submit separate monthly billings for routine maintenance at the Contract lump sum price per signalized intersection, flashing beacon, highway safety light, guide signs, city owned street lights and illuminated street name sign, per month. Said compensation shall include all labor, materials, equipment, overhead and profits for routine services in the price bid per intersection, per month, and no extra compensation will be allowed.

IV. EXTRAORDINARY MAINTENANCE

Extraordinary/emergency maintenance involves the repair or replacement of equipment damaged by vehicle collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation. Extraordinary/emergency maintenance also includes replacements based on obsolescence, required MUTCD updates, or other unusual factors when the labor and materials necessary to ensure the safe and efficient

operation of the City's traffic signal system goes beyond routine maintenance, as defined in Section III.

Contractor shall provide extraordinary/emergency maintenance for the City's traffic signal system and related equipment. The Contractor shall prepare and submit a work order to the City providing the details and justification for the needed repairs. The work shall be subject to City issuance of a task order and will be scheduled during regular hours whenever possible. City reserves the right to separately bid extraordinary maintenance work to other firms in the event a negotiated price or schedule of completing repairs cannot be reached which is acceptable to both parties or is deemed by the City to exceed the terms of the current Contract. Contractor may be required to assist or support other firms selected by the City as requested.

Generally, extraordinary/emergency maintenance of the City's traffic signal equipment and systems will include but not be limited to:

1. Repair and/or replacement of a failed or malfunctioning signal system caused by collisions, vandalism, civil disorder, windstorm, natural disasters, street construction or excavation.
2. Modifications to traffic signal equipment such as, but not limited to, upgrades of controller cabinets and controller components.
3. Replacement of batteries for battery back-up systems.
4. LED module replacements.
5. Pedestrian indication replacements.
6. Painting of cabinets and signal heads (except for the initial painting per the fee schedule).
7. New lenses and framework.
8. Signal loop detector replacement.
9. Video detection camera replacement.
10. Interconnect installation, repair, terminations, and testing of same (excludes monthly testing).
11. Replacement when said equipment becomes obsolete or deteriorates beyond repair.
12. Pan/tilt/zoom camera replacement.
13. ISNS LED sign complete replacement.
14. Monument, tree, wall unit complete replacement.

Other Extraordinary Scope of Work

Contractor response to all Underground Service Alert (USA) requests/notices relating to traffic signals and interconnect shall be billed as extraordinary maintenance.

Contractor may be required to assist in the final inspection of new installation or provide interim emergency response or repairs of signals not currently owned by the City as authorized by the City.

A. Notifications

On a monthly basis, the Contractor shall report to the Director of Public Services or his authorized representative the conditions and provide satisfactory evidence that replacement is necessary per terms of Extraordinary Maintenance with cost estimates, including labor, to perform said work. Contractor shall also submit to the City photo records of damaged equipment requiring repair or replacement resulting from collisions. No work shall proceed without the Director of Public Services or his authorized representative's written authorization via a task order, except in emergencies and/or when the immediate replacement or repairs are required to prevent injury to persons or property damage.

All items of work requested in said Extraordinary Maintenance Task Orders shall be completed by the Contractor to the City's satisfaction within ten (10) calendar days with the exemption given to Task Orders requiring materials to be purchased or unless specifically directed otherwise by the City. The completion of final repairs subsequent to the Contractor's initial temporary repairs shall be subject to the same ten (10) calendar days completion requirements. Should the Contractor be unable to complete the extra work within the specified time, the Contractor shall submit to the City a written explanation for the delay and an anticipated completion date for said work.

B. Emergencies

The Contractor shall respond immediately to emergency calls, such as a total blackout, when directed by the City or Orange County Sheriff's Department and dispatch the qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. For the emergency repair of a signal which is totally blacked out, the following procedure of traffic control shall apply:

1. The Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour under normal circumstances. The Contractor's vehicle shall carry traffic cones, etc., which shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, the Director of Public Services or his representative.
2. If no police officer is present and temporary stop signs have been set up when the Contractor arrives at the site, the Contractor shall set up more traffic warning and control devices, if deemed necessary, and proceed to repair the signal. After the signal is back in operation, the Contractor shall remove all of the temporary traffic control devices and return those devices owned by the City to the City storage.
3. If a police officer is still at the site when the Contractor arrives, the Contractor shall quickly examine the signal, evaluate the situation, and discuss it with the police officer. If the repair will take only a few minutes, the police officer may stay to continue to direct traffic while the Contractor

repairs the signal. If the repair will take longer than the officer can wait, the Contractor shall immediately set up temporary stop signs and all other necessary warning devices and relieve the police officer.

4. If the Contractor representative must leave a blacked out signal location that has stop signs, the technician shall use the police panel switch to set a flash operation when the power is restored. Contractor shall schedule a follow-up visit to turn off the flash and restore normal traffic signal operation when the power is available.

C. Underground Service Alert

The Contractor shall be the designated City representative in response to all Underground Service Alert (USA) requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduit, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs.

The Contractor shall be responsible for equipping its technicians with the proper locating devices and for maintaining an up-to-date or current inventory of as-builts (City to provide a set of its current records) for these facilities including field verification using these locating devices. All updates shall be transmitted to the City in a format adequate for its records.

In the event underground equipment is damaged by construction due to the Contractor's failure to properly mark the underground facilities per the records or reasonable effort using the appropriate equipment as determined by the Director of Public Services, the costs for repairs shall be the sole responsibility of the Contractor for facilities which were not properly marked. It shall also be the Contractor's responsibility to contact requesting party in the event the scope of work is vague or incomplete.

D. Traffic Signal Master/Interconnect

Contractor shall provide trained technicians/personnel in the field who have training in the operation and integration of the Econolite Centracs traffic signal master or equivalent and the related interconnect or communication system. Technicians assigned to the installation or repair of the City's interconnect shall have training or be directly supervised by a technician with experience in the installation and handling of copper, and Ethernet equipment. If this work is subcontracted, this information shall be supplied and subject to the approval of the City. Costs for additional assistance shall be assumed per the unit price for related interconnect.

E. Painting

Contractor shall repaint all metal standards, signal heads, back plates, visors, and controller housings as directed by the City. Repainting shall be conducted by spray

painting methods with colors consistent with traffic signal standards and as approved by the City. Contractor shall annually prepare as part of the routine maintenance, a list of locations where painting may be necessary and submit to the City for work authorization for painting per extraordinary maintenance. In the first 18 months of this Agreement, Contractor shall repaint 100% of all of the above described equipment per the fee schedule.

F. Method of Payment

Upon the receipt of an itemized invoice within thirty (30) days of completion of the work, City shall compensate Contractor for such repairs required beyond the scope of routine maintenance as follows. Any work not invoiced by the Contractor within 90 days of completion of the work shall not be paid.

1. Materials

The City shall pay to the Contractor for materials used in extraordinary maintenance the Contractor's cost from the supplier plus the percentage mark-up specified in the Contractor's bid proposal but in no case greater than 15%. All materials and parts shall be new or have the approval of the Director of Public Services, if otherwise. The City has the right to inspect the Contractor's records to verify any material costs used in extraordinary maintenance.

2. Direct Labor

Contractor shall present with its monthly invoice a record of hours spent in extraordinary maintenance of traffic signals and appurtenances per intersection. City shall pay the Contractor for such hours of extraordinary maintenance at the rates specified on Exhibit B of the Contract. Said hourly rates shall be the total cost to City. Rates shall include all compensation for wages, profit, overhead, any fringe benefits such as employer payments to, or on behalf of, workmen for health and welfare, insurance workmen's compensation, pension, vacation, sick leave, or any local, state, federal, or union tax or assessment.

3. Equipment

City shall pay Contractor for equipment used in extraordinary maintenance on a per-hour basis as specified in Exhibit B of the Contract and per the appropriate required equipment to complete the work.

The Contractor's listing of per-hour equipment rates shall constitute total rates to be paid by City when specified equipment is used. No additional payments of any kind shall be paid for equipment except as specified on Exhibit B of the Contract for per-hour rates.

No additional compensation shall be paid for transporting the equipment to or from the job site.

V. OTHER

A. Labor Strike

It shall be the responsibility of the Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in the City. In case of any labor strikes, the Contractor shall provide other means, at its own cost, to provide comparable continuous service as if there were no strike. Failure to do so will cause the City to take whatever actions are deemed necessary to provide such service and the costs will be borne by the Contractor.

B. Permits And Licenses

The Contractor shall procure all permits and license, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. No fees will be charged for City-related projects.

C. Patents

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

VI. EQUIPMENT REPLACEMENT

The replacement of any equipment or material utilized in fulfillment of this Agreement shall be of the highest quality and premium standard equipment available to the City's satisfaction. Contractor shall submit up to three recommendations with manufacturers information for City review, approval and selection of the equipment and materials. City shall solely select the equipment or materials, regardless of cost, and Contractor shall then purchase and install the equipment in accordance with the fee schedule without any change in compensation.

EXHIBIT "B"
FEE SCHEDULE

(RETURN IN FEE PROPOSAL ENVELOPE)
ALONG WITH A TRANSMITTAL LETTER

CITY OF LAGUNA HILLS

**FEE SCHEDULE
EXHIBIT B
ROUTINE MAINTENANCE**

**MAINTENANCE OF TRAFFIC SIGNALS AND APPURTENANCES,
CITY STREETLIGHTS, GUIDE SIGNS ILLUMINATED STREET NAME SIGNS,
SAFETY LIGHTS, AND CITY MONUMENT LIGHTS**

Firms Name: _____

Item No.	Item Description	Unit Quantity	Unit Price	Total Price
1	Routine inspection, preventive maintenance, and repairs of traffic signal systems and interconnect and appurtenances Per intersection, per month:	47 Traffic Signals	\$ Each	\$ Monthly
2	Routine inspection, preventive maintenance, and repairs of flashing beacons Per location, per month:	8 Beacons locations	\$ Each	\$ Monthly
3	Routine inspection, preventive maintenance, and repairs of safety lights Per light, per month:	189 Lights	\$ Each	\$ Monthly
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs Per sign, per month:	166 ISNS	\$ Each	\$ Monthly
5	Routine inspection, preventative maintenance, and repairs of illuminated guide signs on sign bridge Per sign, per month:	4	\$ Each	\$ Monthly
6	Routine inspection, preventative maintenance, and repairs of City street lights + bridge underdeck lights Per light, per month:	28	\$ Each	\$ Monthly

-Continue next page-

7	Routine inspection, preventative maintenance, and repairs of City monument lights + tree uplights Per light, per month:	117	\$ Each	\$ Monthly
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE				\$ MONTHLY
TOTAL PROPOSAL AMOUNT FOR MONTHLY ROUTINE MAINTENANCE WRITTEN IN WORDS:				

Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed. Contractor is solely responsible to understand the full scope of work and existing equipment to be maintained.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside marked limits of work. No compensation will be allowed for disposing of rejected or excess material.

Contractor shall note that the award, if any, of this contract will be to the most responsible Contractor per the selection criteria. The City reserves the right to reject all proposals. In case of discrepancy between unit and total price, the unit price shall prevail.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretion, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to be effective July 1st

Acknowledged:

Firm/Contractor: _____

By: _____
Print name

Signature: _____

Date: _____

-Continue next page-

CITY OF LAGUNA HILLS
Schedule (continued)
EXTRAORDINARY MAINTENANCE

The description of extraordinary maintenance is provided per the provision of the scope of work.

Firms Name: _____

1.	Labor	Regular Time	Overtime
	Signal Maintenance Superintendent	\$	\$
	Signal Maintenance Technicians	\$	\$
	Field Traffic Signalman	\$	\$
	Laborer	\$	\$
	Painter	\$	\$
	Engineer Technician	\$	\$
	Interconnect/Communications Specialist - Ethernet	\$	\$
2.	Equipment	Rate Per Hour	
	Flex Lift (Hydraulic Boom)	\$	
	Pickup Truck	\$	
	Service Truck	\$	
	Service Ladder Truck	\$	
	Boom Ladder Truck (Man Lift)	\$	
	Concrete Saw and Water Truck	\$	
	Compressor with Tools	\$	

The following EXTRAORDINARY MAINTENANCE quantities are estimates only and are provided solely for bidding purposes and for establishing the rates to be applied to actual annual EXTRAORDINARY MAINTENANCE PERFORMED. These estimates should not be construed as a minimum or maximum of actual EXTRAORDINARY MAINTENANCE performed per year. Unit prices shall include all labor, materials, equipment, overhead and profit and no additional compensation will be allowed.

3.	Controller, Cabinet and Appurtenances	Unit Quantity	Unit Cost	Total Cost
	Installation of new, fully wired Type P cabinet	2	\$	\$
	Paint all signal heads, back plates, housings and visors within 18 months	47 Intersections	\$	\$
	Installation of new NEMA type TS1 controller	2	\$	\$

-Continue next page-

Major upgrade of existing controller cabinet (excluding controller) such as painting, rewiring, auxiliary equipment upgrades including rack-mounted detection and new signal monitor		2	\$	\$
Type III service – stainless steel		4	\$	\$
Replace splice cabinet stainless steel		4		
Replacement of shelf-mounted detectors with rack-mounted (estimate based on the replacement of 12 detectors)		10	\$	\$
Individual replacement of detectors in controller as needed		10	\$	\$
Installation of new LCD-12P Signal Monitor unit as needed		4	\$	\$
Operation and certification testing of new cabinet and controllers and appurtenances (work shall be in accordance with State of California testing procedures)		2	\$	\$
Annual Conflict Monitor Testing		47	\$	\$
Replacement of Inoperable Conflict Monitors		2	\$	\$
4.	All 12" Vehicle Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
Replace red ball LED display		50	\$	\$
Replace red arrow LED display		50	\$	\$
Replace yellow ball LED display		20	\$	\$
Replace yellow arrow LED display		20	\$	\$
Replace green ball LED display		40	\$	\$
Replace green arrow LED display		40	\$	\$
Replace red Programmable Visor (PV) LED		10	\$	\$
Replace yellow Programmable Visor (PV) LED		10	\$	\$
Replace green Programmable Visor (PV) LED		10	\$	\$
5.	Pedestrian Heads and Equipment	Unit Quantity	Unit Cost	Total Cost
Replace pedestrian push button signing		10	\$	\$
Replace pedestrian module kits (countdown only)		32	\$	\$
Replace pedestrian push buttons		4	\$	\$
Paint Pedestrian Heads/Frameworks per intersection		10	\$	\$

-Continue next page-

6.	Painting of Controller Cabinets/Signal Heads	Unit Quantity	Unit Cost	Total Cost
	Clean, primer, and repaint controller cabinet exterior surfaces with paint color as specified by City	205	\$	\$
	Clean, primer, and repaint signal head and mounting surfaces per industry standard color as approved by City	50	\$	\$
7.	Replacing Detection	Unit Quantity	Unit Cost	Total Cost
	Install 6' round three- or four-turn Type E loop detectors including sawcut lead-in	52	\$	\$
	Purchase, installation and replacement of video detection camera	4	\$	\$
8.	Battery Back-up System	Unit Quantity	Unit Cost	Total Cost
	Back-up unit	1	\$	\$
	Batteries	8	\$	\$
9.	Traffic Signs/ISNS/Lighting	Unit Quantity	Unit Cost	Total Cost
	Purchase, installation and replacement of regulatory and warning signs on poles/mast arms	10	\$	\$
	Purchase, installation and replacement of 6' ISNS LED complete with premium printed panels	48	\$	\$
	Purchase, installation and replacement of 8' ISNS LED complete with premium printed panels	6	\$	\$
	Purchase, installation and replacement of Inoperable Safety Light	10	\$	\$
	Replacement of City Owned Street Light / Guide sign Light	10	\$	\$
	Purchase, installation and replacement of Inoperable ISNS Light	10	\$	\$
10.	Interconnect Installation and Replacement	Unit Quantity	Unit Cost	Total Cost
	Furnish & install 2" conduit with pull boxes and pull rope		(LF)	
	Bore under sidewalk/street	1,000	\$	\$
	Trenched in dirt	1,000	\$	\$
	Wheeled in asphalt	1,000	\$	\$

-Continue next page-

Furnish & install 3" conduit with pull boxes and pull rope				
	Bore under sidewalk/street	1,000	\$	\$
	Trenched in dirt	1,000	\$	\$
	Wheeled in asphalt	1,000	\$	\$
Furnish & install interconnect cable(s)				
	6 pair #22 cable	500	\$	\$
	12 pair #22 cable	1,000	\$	\$
	25 pair #22 cable	2,500	\$	\$
Furnish & install pull boxes or splice pedestals				
	#5 pull box	10	\$	\$
	#6 pull box	10	\$	\$
	Splice pedestals with locks – stainless steel	10	\$	\$
	Replace lock assembly on splice pedestals	10	\$	\$
Furnish & install termination/connector equipment in splice pedestals				
	Terminal block for #22 cable	10	\$	\$
Interconnect cable connections including verification of operation				
	6/12/25 pair #22 connections	20	\$	\$
	Interconnect/communications troubleshooting	100	\$	\$
11.	Construction Response	Unit Quantity	Unit Cost	Total Cost
	Response to construction site timing adjustments/ signal flash	10	\$	\$
12.	Underground Alert Responses/ Marking of Facilities	Unit Quantity	Unit Cost	Total Cost
	Response to all USA Underground Alert requests/notices or at the request of City staff for the marking and protection of traffic signal underground facilities such as traffic signal and electrical conduits, interconnect facilities, loops, and other appurtenant equipment which might conflict with other right-of-way construction or repairs	50	\$	\$

-Continue next page-

13.	Monuments	Unit Quantity	Unit Cost	Total Cost
	Purchase, installation and replacement of in-ground tree/wall uplight unit to match existing	10	\$	\$
	Purchase, installation and replacement of above-ground tree/wall uplight unit to match existing	10	\$	\$
	Purchase, installation and replacement of inoperable uplight bulb	20	\$	\$
	Purchase, installation and replacement of inoperable monument light bulb	10	\$	\$

All extraordinary maintenance service costs are estimates for purposes of budgeting and establishing total costs for specific work task during the year. The quantity of work is not guaranteed. It may increase or decrease depending on the required work and subject to task order issued by the City.

The fees charged to the City shall remain unchanged for a minimum of the first two years of the Agreement. Thereafter, annually, effective July 1st, the fees may be adjusted consistent with the consumer price index (CPI) for the Los Angeles / Orange County fee for the logging 12 months as of the April CPI report, as solely approved by City.

By submitting Exhibit B, Contractor hereby acknowledges that all rates and fees included herein shall remain unchanged for a period of two (2) years. Thereafter, at the City's sole discretions, Contractor may request an adjustment to the rates and fees equal to the change in the Los Angeles/Orange County Consumer Price Index for the logging 12 months per the April report to the effective July 1st.

Acknowledged:

Firm/Contractor: _____

By: _____

Print name

Signature: _____

Date: _____

-Continue next page-

CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE
LISTING OF WORK SITES
EXHIBIT C

TRAFFIC SIGNAL LOCATIONS

#	INTERSECTION	EAST/WEST STREET	VENDOR	MODEL	SAFETY LIGHTS SIZE (WATTS)				PTZ CAMERAS
					NW/C	NE/C	SW/C	SE/C	
	NORTH/SOUTH STREET								
1	ALISO HILLS	ALICIA	ECONOLITE	ASC 3	---	250	200	250	
2	ALISO HILLS	LA PAZ	ECONOLITE	ASC 3	250	200	---	250	
3	AVE CARLOTA	EL TORO	ECONOLITE	ASC 3	250	250	250	250	1
4	AVE CARLOTA	LOS ALISOS	ECONOLITE	ASC 3	200	200	200	250	
5	AVE CARLOTA	PASEO DE VALENCIA	ECONOLITE	ASC 3	310	250	310	310	1
6	AVE CARLOTA	PLAZA LN	ECONOLITE	ASC 3	250	250	250	250	
7	AVE CARLOTA	RIDGE ROUTE	ECONOLITE	ASC 2S	250	250	---	250	
8	AVE CARLOTA	VIA PUERTA	ECONOLITE	ASC 2S	250	250	250	---	
9	BRIDLEWOOD	OSO	ECONOLITE	ASC 3	250	200	200	250	1
10	CABOT	EL PASEO	ECONOLITE	ASC 3	250	---	250	250	
11	CABOT	NELLIE GAIL	ECONOLITE	ASC 3	250	250	250	---	
12	CABOT	OSO	ECONOLITE	ASC 3	250	250	250	250	
13	CABOT	PASEO DE VALENCIA	ECONOLITE	ASC 3	250	250	250	---	
14	CABOT	RAPID FALLS	ECONOLITE	ASC 2S	200/200	250/250	250/250	---/250	
15	COMMUNITY CENTER	ALICIA	ECONOLITE	ASC 3	250	250	250	250	
16	COSTEAU	ALICIA	ECONOLITE	ASC 3	250	250	250	400	
17	DEL LAGO	LAKE FOREST	ECONOLITE	ASC 3	250	250	250	250	
18	HON	ALICIA	ECONOLITE	ASC 3	400	250	250	400	1
19	INDIAN HILL	LAGUNA HILLS	ECONOLITE	ASC 2S	250	200	200	250	
20	MCINTYRE	LA PAZ	ECONOLITE	ASC 3	250	250	200	250	
21	MILL CREEK	LAKE FOREST	ECONOLITE	ASC 3	250	250	250	250	
22	MOULTON	ALICIA	ECONOLITE	ASC 3	250	250	250	250	1
23	MOULTON	EL PACIFICO	ECONOLITE	ASC 3	200	250	250	200	
24	MOULTON	GLENWOOD	ECONOLITE	ASC 3	250	250	250	250	
25	MOULTON	LA PAZ	ECONOLITE	ASC 3	250	250	250	250	

CITY OF LAGUNA HILLS
TRAFFIC SIGNAL MAINTENANCE
LISTING OF WORK SITES
EXHIBIT C

FLASHING BEACON LOCATIONS CONTINUED

- 4 LA PAZ AT PASEO DE VALENCIA - E/B ADVANCED
- 5 MOULTON AT VIA LOMAS - S/B ADVANCED
- 6 OSO AT BRIDLEWOOD - W/B ADVANCED
- 7 PASEO DE VALENCIA AT LAGUNA HILLS - S/B SCHOOL
- 8 PASEO DE VALENCIA AT MACKENZIE - N/B SCHOOL

BRIDGE UNDERDECK LIGHTS/GUIDE SIGNS LOCATIONS

- 1 LA PAZ ROAD UNDERPASS OF I-5
- 2 EL TORO ROAD UNDERPASS OF I-5
- 3 SIGN BRIDGE SOUTHBOUND I-5 AT EL TORO ROAD OFF RAMP

ENTRY MONUMENT LOCATIONS

- 1 ALICIA PARKWAY WESTERLY OF I-5
- 2 LA PAZ ROAD WESTERLY OF I-5
- 3 OSO PARKWAY WESTERLY OF CABOT ROAD
- 4 MOULTON PARKWAY NORTHERLY OF NELLIE GAIL ROAD
- 5 MOULTON PARKWAY SOUTHERLY OF LAKE FOREST DRIVE
- 6 ALL FOUR CORNERS OF EL TORO ROAD AT REGIONAL CENTER DRIVE INCLUDING ALL MONUMENT, TREE AND WALL LIGHTS
- 7 MEDIAN ISLAND MONUMENTS AND TREE UPLIGHTS ON EL TORO ROAD FROM PASEO DE VALENCIA TO AVENIDA DE LA CARLOTA

CITY STREET LIGHTS

- 1 MEDIAN ISLAND DOUBLE ARM LIGHTS ON EL TORO ROAD FROM PASEO DE VALENCIA TO AVENIDA DE LA CARLOTA

EXHIBIT D**TRAFFIC SIGNAL MAINTENANCE
CONTRACTOR / FIRMS INFORMATION**

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the City of
Laguna Hills and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the
account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

EXHIBIT E
TRAFFIC SIGNAL MAINTENANCE
REQUIRED CITY FORMS (Return with Proposal)

CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS

NAME OF CONTRACTOR/FIRM: _____

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this _____ day of _____, at _____

_____, California.

Name: _____

Title: _____

Signature: _____

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of _____
(Contractor/Firm) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: _____

Title: _____

Signature: _____

Date: _____

**CONTRACTOR'S STATEMENT OF ACCEPTANCE
OF
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT**

I hereby certify on behalf of _____
(Contractor/Firm) that I/we have reviewed in full the draft Traffic Signal Maintenance Agreement, Appendix A to the Request for Proposal, understand the obligations in the Agreement and are prepared to execute the Agreement as presented in Appendix A.

Name: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT F**CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS**

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated August 6, 2013, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated April 2, 2014.
5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.
6. The proposal shall be valid for 90 days from May 1, 2014.

Name of Firm: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 1
TO
TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
Computer Service Company
(City-Wide Traffic Signal Maintenance Services)**

THIS FIRST AMENDMENT to the Computer Services Company Traffic Signal Maintenance Services Agreement (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 1st day of July 2019, by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and COMPUTER SERVICE COMPANY, a California corporation, (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Contractor previously entered into that certain traffic signal maintenance services agreement for electrical and traffic signal engineering, maintenance and related services, which was made and entered into on July 1, 2014 (the "Agreement"), and which may be duly amended, in writing, from time to time by the Parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), and 10.3 (Amendments/Modifications) of the Agreement provide that the Agreement may be amended and the term extended in writing at any time by mutual consent of the Parties. City does not have the personnel or the specialized technical expertise or equipment necessary to perform the Work or Services contracted for under the Agreement.

B. Unless amended by mutual written agreement of the Parties, the Agreement is currently scheduled to expire on June 30, 2019, by operation of its own terms. By way of correspondence from Contractor to City, dated February 15, 2019, Contractor has requested that that the term of the Agreement be extended for two (2) additional years in order for Contractor to provide continued, uninterrupted traffic signal maintenance and related services to City under the same terms and conditions as set forth in the Agreement and at the same rates, charges, and unit prices established in the Schedule of Compensation/Fees, which is set forth in Exhibit "A" of the Agreement. A copy of Contractor's February 15, 2019 letter requesting a two-year term extension is attached hereto as **Attachment 1**.

C. The Parties now desire to enter into this Amendment for the purpose of extending the term of the Agreement for two (2) additional years in order for Contractor to provide for continued, uninterrupted traffic signal maintenance and related services, as defined in the Agreement, under the same terms and conditions as set forth in the Agreement and at the same rates, charges, and unit prices established in the Schedule of Compensation/Fees, which is set forth in Exhibit "A" of the Agreement, as well as to make other modifications and updates to the Agreement. The proposed two (2) year term extension now creates the need to increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$550,000.00 from \$500,000.00 to \$1,050,000.00, which sum shall not exceed \$152,000.00 and \$154,000.00 per Fiscal Year, respectively, during the two-year term extension authorized herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 3.4. entitled "Term." of the Agreement. Section 3.4 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of seven (7) years, commencing on July 1, 2014 and ending on June 30, 2021.

2. Amendment to Section 2.1. entitled "Maximum Contract Amount." of the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Million Fifty Thousand Dollars (\$1,050,000.00), which sum shall not exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00) for the first Fiscal Year (i.e., from July 1, 2014 through June 30, 2015, which sum shall not exceed One Hundred Thirty-Two Thousand Dollars (\$132,000.00) for the second Fiscal Year (i.e., from July 1, 2015 through June 30, 2016), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the third Fiscal Year (i.e., from July 1, 2016 through June 30, 2017), which sum shall not exceed One Hundred Seventy-One Thousand Dollars (\$171,000.00) for the fourth Fiscal Year (i.e., from July 1, 2017 through June 30, 2018), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the fifth Fiscal Year (i.e., from July 1, 2018 through June 30, 2019), which sum shall not exceed One Hundred Fifty-Two Thousand Dollars (\$152,000.00) for the sixth Fiscal Year (i.e., from July 1, 2019 through June 30, 2020), which sum shall not exceed One Hundred Fifty-Four Thousand Dollars (\$154,000.00) for the seventh Fiscal Year (i.e., from July 1, 2020 through June 30, 2021) (hereinafter referred to as the "Maximum Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

3. Amendment to Section 10.9, entitled "Prevailing Wages," of the Agreement. In accordance with recent changes in state law, Section 10.9 of the Agreement is hereby amended and restated in its entirety to read as follows:

10.9 Prevailing Wages. The City has determined that the Work and Services under the Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. Contractor 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. Contractor agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement. Contractor understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

A. This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City") and Contractor agree to be bound by all the provisions thereof as though set forth in full herein.

B. Contractor shall be registered with the Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1725.5 and has provided proof of registration to City prior to the Effective Date of this Agreement.

C. Contractor agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at (<http://www.dir.ca.gov/OPRUDPreWageDetermination.htm>), are on file with City, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

D. Pursuant to California Labor Code Section 1771.4, Contractor's services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

E. Contractor shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.

F. Contractor shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

G. Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and the Contractor and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. Contractor shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

H. Pursuant to California Labor Code Sections 1860 and 3700, Contractor will be required to secure the payment of compensation to its employees. By signing this Agreement, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

I. Pursuant to California Labor Code Section 1771.1, Contractor and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section

1725.5 at the time the contract is awarded. Contractor shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

4. Amendment to Section 10.2., entitled "Notices." of the Agreement. Section 10.2 of the Agreement is hereby amended to reflect Contractor's current address and contact information as follows:

Computer Service Company
Attention: Jerry Davis, President
855 N. Todd Avenue
Azusa, California 91702
(951) 738-1444

5. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
6. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
7. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

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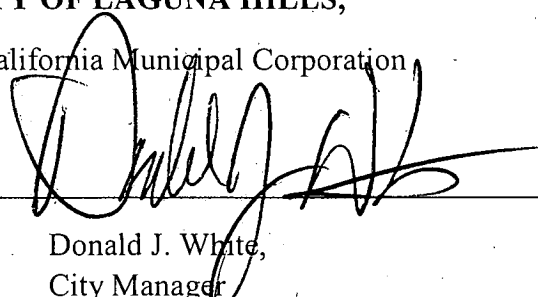
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment to the Agreement as of the date first written above.

"CITY"

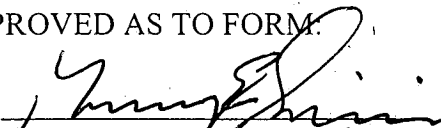
CITY OF LAGUNA HILLS,

a California Municipal Corporation

By: 

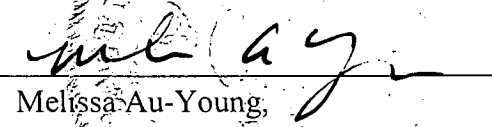
Donald J. White,
City Manager

APPROVED AS TO FORM:

By: 

Gregory E. Simonian,
City Attorney

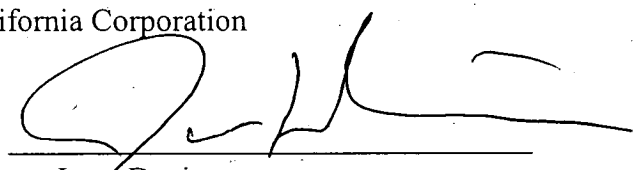
ATTEST:

By: 

Melissa Au-Young,
City Clerk

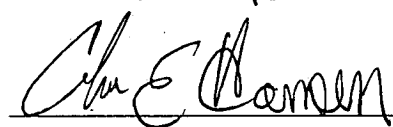
"CONTRACTOR"

COMPUTER SERVICE COMPANY, a
California Corporation

By: 

Name: Jerry Davis,
Its: President

Date: 29 March 2019

By: 

Name: Calvin E. Hansen,
Its: Secretary

Date: 29 March 2019

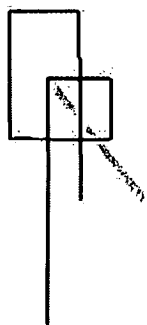
ATTACHMENT "1"

CONTRACTOR'S LETTER REQUESTING TWO-YEAR CONTRACT EXTENSION

DATED: FEBRUARY 15, 2019

FOR

CONTINUED, UNINTERRUPTED TRAFFIC SIGNAL MAINTENANCE SERVICES

**CSC****Computer Service Company***Traffic Signal Maintenance and Systems Specialists**Since 1957*

February 15, 2019

Subject: Contract Extension Request

Dear Mr. Rosenfield,

CSC requests a two-year term extension of our Traffic Signal Maintenance Services Agreement, entered into on July 1, 2014, with the City of Laguna Hills and which will expire, unless extended, on June 30, 2019. CSC makes this term extension request with the understanding and acknowledgement that CSC accepts the same rates and fees as currently in place and that the requested term extension will be under the same terms and conditions as those in the current Traffic Signal Maintenance Services Agreement.

CSC values our opportunity to serve The City of Laguna Hills and we hope to continue to deliver exceptional service and meet the needs of your city. We look forward to building on the working relationship we have developed with the city and it is our hope to continue for many years to come.

In the event further information is needed or you have any concerns or comments please feel free to contact me directly.

Kind Regards,

Jerry Davis

President

(951)738-1444

Attachment: Amendment No. 1 to Computer Service Company Agreement (2158 : Amendment No. 2 to Traffic Signal Maintenance Services



CITY OF LAGUNA HILLS

City Clerk

April 10, 2019

Jerry Davis, President
Computer Service Company
855 N. Todd Avenue
Azusa, CA 91702

Re: Amendment No. 1 to Traffic Signal Maintenance Services Agreement between the City of Laguna Hills and Computer Service Company for City-Wide Traffic Signal Maintenance Services

Dear Mr. Davis:

The City Council of the City of Laguna Hills at its regular meeting held on April 9, 2019, approved the Amendment No. 1 to the Traffic Signal Maintenance Services Agreement between the City of Laguna Hills and Computer Service Company for City-Wide Traffic Signal Maintenance Services.

Enclosed please find your copy of the executed Agreement.

Thank you for your cooperation. If I can be of further assistance, do not hesitate to call me at (949) 707-2635.

Very truly yours,

MELISSA AU-YEUNG
Deputy City Manager/City Clerk

Enclosures

c: Public Services Director/City Engineer

0400-10/CityClerk/Agendas/190410 Let Computer Service Agreement Amendment No 1.doc

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATING TO THE 2014 TRAFFIC SIGNAL MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF LAGUNA HILLS AND
COMPUTER SERVICE COMPANY FOR
CITY-WIDE TRAFFIC SIGNAL MAINTENANCE SERVICES**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into, and is to be effective this 7th day of May, 2020, by and among the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), COMPUTER SERVICE COMPANY, a California corporation (hereinafter "Assignor"), and CROSSTOWN ELECTRICAL & DATA, INC., a California corporation (hereinafter "Assignee"). City, Assignor, and Assignee are hereinafter collectively referred to as the "Parties".

RECITALS

A. On July 1, 2014, the City and Assignor previously entered into a traffic signal maintenance services agreement entitled "Traffic Signal Maintenance Services Agreement, Computer Service Company (City-Wide Traffic Signal Maintenance Services)," for a contract term of five (5) years commencing on July 1, 2014, and ending on June 30, 2019 (the "Agreement"), which may be duly amended, in writing, from time to time by the parties. Sections 1.8 (Additional Services), 2.4 (Changes in Scope), and 10.3 (Entire Agreement) of the Agreement provide that the Agreement may be amended and its term extended in writing at any time by mutual consent of the Parties.

B. On July 1, 2019, the City and Computer Services Company executed Amendment No. 1 to the Agreement, by which the parties entered into a mutual written agreement to extend the term of the Agreement for two (2) additional years to June 30, 2021 (the "Term"), in order for Assignor to provide for continued, uninterrupted city-wide traffic signal maintenance and related services ("Amendment No. 1").

C. By way of written correspondence dated March 6, 2020, Assignor and Assignee notified the City that Assignee has entered into an agreement to buy all of Assignor's assets and will take over all of Assignor's operations, including Assignor's Agreement with the City for city-wide traffic signal maintenance services. As a result, Assignor has accepted an offer from Assignee to assign the existing Agreement between Assignor and City to Assignee.

D. Section 4.3 of the Agreement requires the written consent of the City prior to any transfer or assignment of the Agreement to a different company or corporate entity. Assignor and Assignee have requested that the City consent to and allow Assignee to formally assume Assignor's rights, obligations, and interest under the Agreement for the remainder of the Term of the Agreement – no extensions of the Term are to be permitted.

E. Assignee now wishes to assume all of Assignor's rights, obligations, and interest in the Agreement and requests City's consent and authorization to the transfer and assignment of the Agreement to Assignee.

F. On March 4, 2020, the Governor declared a state of emergency in California in response to the outbreak of the novel COVID-19 virus, and by March 11, 2020, the World Health Organization designated the outbreak of the virus as a pandemic. Subsequently on March 18, 2020, the City proclaimed a local emergency in order for the City to promptly address, prepare

for, and take actions necessary to protect the public health, safety, and welfare within the City in response to the anticipated spread of the novel COVID-19 virus. In light of the COVID-19 pandemic, the declared local emergency and statewide emergency declaration, and the closure of City Hall, there is insufficient time for the City to rebid this contract for city-wide traffic signal maintenance services.

G. Accordingly, City, Assignor, and Assignee desire to clarify, affirm, and acknowledge their respective rights and obligations under the terms of the Agreement.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for valuable consideration, the Parties hereby agree as follows:

1. Assignment. As of the effective date of this Assignment, Assignor hereby assigns all of the rights, title, interests, liability, burdens, and obligations of Assignor under the Agreement for the remainder of the Term of the Agreement.

2. Assumption. As of the effective date of this Assignment, Assignee hereby assumes all of the rights, title, interests, burdens and obligations of Assignor under the Agreement for the remainder of the Term of the Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement, and to be subject to all the terms and conditions thereof.

3. Binding on Successors. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

4. Notice Address. The Notice Address of Assignee described in Section 10.2 of the Agreement shall be:

Crosstown Electrical & Data, Inc.
Attention: David P. Heermance, President and Chief Operating Officer
5454 Diaz Street
Irwindale, California 91706
Telephone: (626) 813-6693
Fax: (626) 869-0192

5. Counterparts. This Assignment may be signed in multiple counterparts, each of which shall constitute an original.

6. Terms and Conditions. Except as modified in this Assignment, the terms and conditions of the Agreement shall remain in full force and effect.

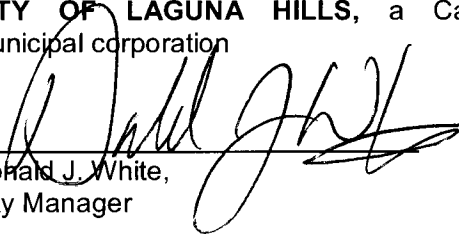
7. Final Approval. Final approval of this Assignment is subject to ratification by the City Council.

[SIGNATURES ON NEXT PAGE]

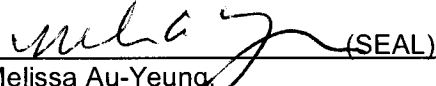
IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the day and year first above written.

"CITY"

CITY OF LAGUNA HILLS, a California
municipal corporation


Donald J. White,
City Manager

Attest:

 (SEAL)
Melissa Au-Yeung,
Assistant to the City Manager/ City Clerk

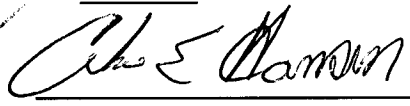
Approved as to form:


Gregory E. Simonian,
City Attorney

"ASSIGNOR"

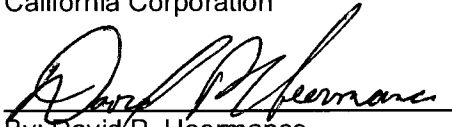
COMPUTER SERVICE COMPANY, a California
Corporation

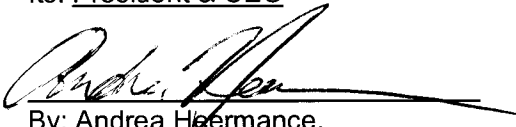

By: Jerry Davis,
Its: President


By: Calvin Hansen
Its: Secretary

"ASSIGNEE"

CROSSTOWN ELECTRICAL & DATA, INC., a
California Corporation


By: David P. Heermance,
Its: President & CEO


By: Andrea Heermance,
Its: Secretary



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Professional Services Agreements for On-Call Traffic Engineering, Traffic Signal Operations Support and Transportation Engineering Services

RECOMMENDATION: That the City Council approve the proposed Professional Services Agreements for On-Call Traffic Engineering, Traffic Signal Operations Support and Transportation Engineering Services with: (1) Advantec Consulting Engineers, Inc.; (2) Hartzog & Crabill, Inc.; and (3) RK Engineering Group, Inc., and authorize the Mayor to execute the Agreements.

SUMMARY:

The City's staffing model requires reliance upon professional on-call consultant services for a variety of operational work and for capital improvement project implementation in the areas of traffic engineering, traffic signal operations support and transportation engineering, and related support services. The professional consultant services are provided on an on-call as needed basis to fill short term consulting needs and to meet budget goals. Due to the pending expiration of agreements with engineering firms for professional on-call traffic engineering consulting services, staff issued a Request for Proposals (RFP) on March 9, 2020, for On-Call Traffic Engineering, Traffic Signal Operations Support and Transportation Engineering Services. On April 14, 2020, six firms submitted proposals, along with corresponding fee schedules in separate sealed envelopes, for the City's review and evaluation. Staff evaluated these proposals and invited four qualified firms for video conference interviews, which were held on April 29, 2020. As a result of this formal process, implemented in conformance with applicable provisions of the Laguna Hills Municipal Code (LHMC), it is recommended

Agreement for On-Call Traffic Engineering Services

June 23, 2020

Page 2

that on-call Professional Services Agreements (PSAs) be awarded and entered into with the following three qualified firms: (1) Advantec Consulting Engineers, Inc.; (2) Hartzog & Crabill, Inc.; and (3) RK Engineering Group, Inc. The proposed PSAs have an initial five-year term, do not obligate the City to incur any expenses, and are non-exclusive agreements which allows the City maximum flexibility for requesting services including the ability to seek proposals from other firms for any particular initiative. City Council approval and authorization for the Mayor to execute the proposed PSAs is recommended.

BACKGROUND:

Historically, the City has relied upon professional on-call consultant services for technical support including in the areas of Traffic Engineering, Traffic Signal Operations Support, Transportation Engineering Services and other related support services. This model allows the City to maintain a small staff presence and to expand their capabilities as needed for specific initiatives or projects through the use of these contracted professional services. Due to the pending expiration (June 30, 2020) of existing agreements with professional civil and traffic engineering consulting firms, staff issued a Request for Proposals (RFP) on March 9, 2020, for On-Call Traffic Engineering, Traffic Signal Operations Support and Transportation Engineering Services. The Scope of Services requested of the professional consultants in this RFP included the following:

1. Traffic Engineering Services

- a) Perform spot speed studies by radar with a licensed radar gun and technician.
- b) Perform Traffic and Engineering Studies appropriate to set speed limits.
- c) Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d) Evaluate intersection Level of Service.
- e) Evaluate corner/hill/curve sight distance.
- f) Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g) Evaluate residential streets traffic calming requests in accordance with City Policy.
- h) Update the City's Traffic Signal Master Plan.

- i) Create a traffic signal system communications master plan to include the future conversion of twisted pair to fiber optic lines and appurtenances.
- j) Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- k) Biennially update the OCTA Renewed Measure M Local Signal Synchronization Plan.
- l) Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- m) Assist with budget evaluation of proposed Capital Improvements.
- n) Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

2. Traffic Signal Operations Services

- a) On a work day basis, Monday to Friday, throughout the duration of the contract, electronically and remotely monitor all traffic signals in the City through the Econolite Centrac System. Assist with maintenance of Centrac including software upgrades and, as necessary, assist with Centrac software migration to new servers. Monitor the City's licensing obligations to Econolite.
- b) Monitor traffic signal alarms and determine the appropriate response.
- c) Monitor vehicle loop and video detection functionality and Pan-Tilt-Zoom camera operational condition and recommend maintenance to correct issues. Provide recommendations for bicycle detection, as needed.
- d) Perform field reviews of re-occurring traffic signal issues and recommend solutions.
- e) Prepare traffic signal timing patterns for both stand alone and interconnected traffic signals including in-field timing runs, preparation of time-space diagrams and Synchro analysis.
- f) Maintain inter-jurisdictional coordination with Caltrans and other adjacent agencies (Irvine, Laguna Woods, Lake Forest, Mission Viejo, Aliso Viejo and Laguna Niguel).
- g) Annually, and as needed as a result of changing traffic patterns, update timing charts, programs and coordination of traffic signals for maximum efficiency for the benefit of the travelling public.
- h) Respond to citizen requests, as forwarded by City, to address a perceived traffic signal timing inefficiency.

Agreement for On-Call Traffic Engineering Services

June 23, 2020

Page 4

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- i) Monitor the use of the Opticom emergency pre-emption system.
 - j) Monitor the need to upgrade traffic signal equipment including but not limited to controllers, detectors, fail-safe monitors, power supply and communications systems.
 - k) Provide oversight and management of OCTA Traffic Signal Synchronization Projects that impact the City.
 - l) Provide technical evaluation of traffic signal maintenance issues to assist the City with the routine signal maintenance services provided by a private contractor independently contracted with the City. Currently, these services are provided by CSC [now Crosstown].
 - m) Perform field inspection and reports of installed or under construction traffic signal equipment to assure compliance with specifications and good practices.
 - n) Advise the City on “Smart City” technologies.

3. Transportation Engineering Services

- a) Evaluate proposed private development traffic studies and assist Staff in preparing Conditions of Approval for project planning approvals.
- b) Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743.
- c) Assist the City with meeting the annual Measure M compliance requirements as related to transportation management.
- d) Evaluate other agencies’ public and private development proposals for impacts on the City’s transportation network.
- e) Be available to present development traffic impact evaluations to the City’s Traffic Commission and City Council.

On April 14, 2020, six firms submitted Proposals, along with Fee Schedules in separate sealed envelopes, for the City's review and evaluation. Staff evaluated these proposals and invited four qualified firms for video conference interviews with the Assistant City Manager/Public Services Director and the Associate Civil Engineer, which were held on April 29, 2020.

Pursuant to LHMC Section 3-08.150 (Professional services contracts), the solicitation and award of professional services agreements are made utilizing the following selection process and criteria. Section 3-08.150 reads in relevant part as follows:

"...[S]election by the city for professional services in areas including but not limited to private architectural, landscape architectural, engineering, environmental, land surveying, construction project management, management and administration, financial, accounting, auditing, actuarial, economics, and/or development and planning, which involve the exercise of discretion and independent judgment together with an advanced or specialized knowledge, expertise, training, or unique skills gained by formal studies or experience, shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required, and shall not be awarded solely on the basis of cost. In order to implement this method of selection, the City Manager shall promulgate administrative regulations concerning contracting for professional services to ensure that such services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at fair and reasonable prices to the city. In accordance with state law, the city shall consider price after the city is satisfied that the would be person, company, corporation, contractor, consultant, or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required..." (Emphasis added.)

Toward this end, the City utilized a qualifications-based selection process to identify professional firms that are best suited and most qualified to serve the City's needs. The RFP identified the following criteria for the selection of the professional consultants' proposals:

1. Experience of the firm and the staff assigned to provide the requested services.
2. Demonstrated understanding of the service needs outlined in the RFP.
3. Successful delivery of similar services.
4. Location of firm and availability of staff to be assigned to projects.
5. Quality of references.
6. Content, quality, completeness and form of submitted proposal.
7. Results of the Interview.

The Staff evaluation of the proposals and the subsequent interviews results in a recommendation that the City enter into PSAs with three qualified firms. Having three firms on-call to provide as-needed on-call consulting services allows the City

Agreement for On-Call Traffic Engineering Services

June 23, 2020

Page 6

many options for short term assignments by professional consultants. If a particular professional consultant team is not available at a desired time, another professional consultant can fulfill that need. And, some firms have greater strengths in a particular technical area than others have, which provides the City the flexibility to use the best qualified firm for a particular assignment.

The proposed PSAs have an initial five-year term, are task-order based, and are non-exclusive which allows the City maximum flexibility for requesting services and, as desired, to seek additional proposals from other firms for any particular initiative. As a result of the qualifications-based selection process described above, it is recommended that the City enter into the attached PSAs with the following firms: (1) Advantec Consulting Engineers, Inc.; (2) Hartzog & Crabill, Inc.; and (3) RK Engineering Group, Inc.

FISCAL IMPACT:

The use of professional consultant services for On-Call Traffic Engineering, Traffic Signal Operations Support, Transportation Engineering Services and support services is included in the annual Public Services Department Operating Budget as well as in the related Capital Improvement Program Budget. Staff has identified the City's anticipated relative services to be potentially provided by any one professional consultant and has recommended appropriate annual maximum compensation values, as well as total maximum compensation values, for the initial five-year term of the PSAs, as further described herein. By entering into multiple on-call PSAs for as-needed on-call services, the City is neither obligating itself nor guaranteeing any compensation to the selected professional consultants. The proposed PSA with each firm establishes an annual maximum compensation value of \$100,000 with a five-year term maximum compensation value of \$500,000.

ATTACHMENTS:

- Proposed Agreement with Advantec Consulting Engineers, Inc.
- Proposed Agreement with Hartzog & Crabill, Inc.
- Proposed Agreement with RK Engineering Group, Inc.

PROFESSIONAL SERVICES AGREEMENT
Advantec Consulting Engineers, Inc.
*On-Call Traffic Engineering, Traffic Signal Operations Support, and
Transportation Engineering Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 1st day of July 2020 by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as “City”) and ADVANTEC CONSULTING ENGINEERS, INC., a California corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed full-service traffic engineering firm to provide the City with on-call traffic engineering, traffic signal operations, and transportation engineering consulting and support services, as well as to provide the City with other as-needed traffic engineering consulting services on a Task Order basis, as may be required fulfill the City's operational needs and to support the Capital Improvement Program (the “Project”).

B. In response to City's Request for Proposals, dated March 9, 2020, Consultant has submitted to City a proposal, dated April 14, 2020, to provide professional traffic engineering, traffic signal operations, and transportation engineering consulting and support services, as well as to provide the City with other as-needed traffic engineering consulting services, on an on-call basis to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these professional services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, and technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional

traffic engineering consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated April 14, 2020, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant’s signed, original Proposal/Scope of Work dated April 14, 2020 (“Consultant’s Proposal”) and submitted to City, which shall both be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal is attached hereto as Exhibits “A” and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant’s Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant’s Proposal (Exhibit “A”).

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. 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 Work and 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 performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold 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 such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement

and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Consultant's Proposal/Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Annual Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges as set forth in the Schedule of Compensation/Fees, which is attached hereto collectively as Exhibit "A" and is incorporated herein by reference, but not exceeding the annual maximum contract amount of One Hundred Thousand Dollars (\$100,000.00) (hereinafter referred to as the "Annual Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2020 through June 30, 2022). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting

forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/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.

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

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to

renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions (“Renewal Option”).

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Carlos Ortiz, Chief Operating Officer.** It is expressly understood that the experience, knowledge, education, capability, expertise, 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 Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by

operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility & Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars

(\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: 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.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. 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 written approval. 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. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

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; and

2. Additional Insured Endorsements: 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 Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance 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.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance 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.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. 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 written approval. The certificates of insurance and original 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. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies, or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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 hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

7. REPORTS AND RECORDS

7.1 Accounting 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 to 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.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or

Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 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. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as 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 Orange, 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.

8.2 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.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies 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 and 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.

8.7 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 declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it 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.

9.3 Covenant Against Discrimination. In connection with its performance under

this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
 Attention: City Manager
 24035 El Toro Road
 Laguna Hills, California 92653
 Telephone: (949) 707-2600
 Facsimile: (949) 707-2633

To Consultant: Advantec Consulting Engineers, Inc.
 Attention: Carlos Ortiz, Chief Operating Officer
 1200 Roosevelt
 Irvine, CA 92620
 Telephone: (949) 861-4999

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. 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 hereto.

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 Labor Code Requirements.

A. 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 Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. 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. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or 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 Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”

City of Laguna Hills,
a California municipal corporation

JANINE HEFT,
Mayor

ATTEST:

(SEAL)

MELISSA AU-YEUNG,
Assistant to the City Manager/City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”

Advantec Consulting Engineers, Inc., a
California corporation

By: _____
Leo Lee, Chairman and CEO

By: _____
Carlos A. Ortiz, Chief Operating Officer

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****FOR****ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT,
AND TRANSPORTATION ENGINEERING CONSULTING SERVICES****DATED: APRIL 14, 2020**

SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**

April 14, 2020

City of Laguna Hills
Assistant City Manager/Public Works Director
24035 El Toro Road
Laguna Hills, CA 92653

ATTN: **Mr. Kenneth Rosenfield, P.E.**
Assistant City Manager/Public Services Director

Subject: **Proposal for On-call Traffic Engineering, Traffic Signal Operations and Transportation Engineering Services**

Dear Mr. Rosenfield,

ADVANTEC Consulting Engineers, Inc. (ADVANTEC) is pleased to submit our proposal to provide the City of Laguna Hills On-call Traffic Engineering, Traffic Signal Operations and Transportation Engineering Services. This proposal is prepared in accordance with the RFP requirements.

ADVANTEC is a professional consulting firm providing traffic and transportation engineering services for public agencies. Our name espouses our focus to implement ADVANCEMENTS in TECHNOLOGY in our professional services, thus providing innovative solutions that meet the needs of our clients and the public they serve. Our senior leadership team has over 300 years combined professional experience. Our clients rely on this experience as we continue the company's founding principle of providing professional services with the best value and quality, on time and within budget performance since we began our business in 1998.

Your Primary Contact:

Mr. Leo Lee
CEO
1200 Roosevelt,
Irvine CA 92620
leolee@advantec-usa.com
Phone No.: 949-861-4999

For this project, ADVANTEC will provide the services of **Ron Keith T.E. as Project Manager**. Ron has over 40 years of traffic engineering experience, and he is well versed in all aspects of traffic engineering, traffic signal operations and transportation engineering. Ron has worked at OCTA from 2008-2019 to manage the Project P Regional Traffic Signal Synchronization program. He is, therefore, intimately familiar with the OCTA requirements for funding and implementation of ITS and signal synchronization.

By selecting the ADVANTEC Team, the City of Laguna Hills will realize the following benefits:

- **ADVANTEC will work as extension of city staff.** In the 22 year history of the company, ADVANTEC has been selected as On-Call Public Works/Engineering Consultant for more than 30 public agencies including: Orange County Transportation Authority (OCTA), cities of Los Angeles, Claremont, Diamond Bar, Pomona, Irwindale, Glendale, Covina, Inglewood, Downey, Santa Clarita, Irvine, Anaheim, Newport Beach, Huntington Beach, Laguna Beach, Mission Viejo, Yorba Linda, Chino Hills, Rancho Cucamonga, Palm Desert, and Rancho Mirage, Caltrans District 7, Caltrans District 8, Los Angeles County Metropolitan Transportation Authority (METRO), in addition to Los Angeles County, the Port of Long Beach, and the Metropolitan Transportation Commission (MTC) of the Bay Area.
- **Experienced Senior Staff.** Besides having Ron Keith as PM, ADVANTEC is pleased to offer 3 Task Managers who are highly skilled in their respective disciplines. John Dorado, PE will be the Task Leader for Traffic Engineering; Jose Guedes TE will be Task Leader for Traffic Signal Operations; and Lawrence Tai TE will be Task Leader for Transportation Engineering. All 3 task leaders have over 25 years of experience and has worked with many public agencies conducting projects of their respective disciplines.

As CEO of the company, I certify the information contained in this proposal is truthful, accurate, and complete at the time of its submission. Should you have any questions, please contact me at leolee@advantec-usa.com or 949.861.4999.

We appreciate this opportunity work with the City of Laguna Hills.

Sincerely,

ADVANTEC Consulting Engineers, Inc



Leo Lee
CEO

SECTION 1: FIRM QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

1.1 ADVANTEC Consulting Engineers

ADVANTEC Consulting Engineers, founded in 1998, is a DBE/SBE consulting firm specializing in Traffic Engineering, Transportation Planning and Engineering, Intelligent Transportation Systems (ITS), Active Transportation, and Public Works. ADVANTEC's mission is to provide quality engineering to the community that would result in perceptible improvements towards the quality of life, safety, and efficiency of transportation. Our name stands for our focus to capture **ADVANCEMENTS in TECHNOLOGY** for the benefits of our clients, thus providing **innovative solutions** that meet the needs of our clients and the public they serve. **ADVANTEC** has assisted over 110 local municipalities, regional transportation agencies and state governments in meeting their transportation and engineering needs. We provide these solutions as part of our firm's specialized areas of practice:

Traffic Engineering Transportation Engineering Traffic Studies
Traffic Signal Timing, Coordination and Operations
Transportation Planning Active Transportation
Intelligent Transportation Systems
Civil Engineering Municipal Engineering

This year marks the 22nd Anniversary of **ADVANTEC**, and we have earned a reputation for responsiveness to the clients' needs. In the past 22 years, we have a 100% on-time within-budget record on over 600 projects, serving over 100 satisfied clients, most of which are cities and public agencies. We maintain our reputation by upholding our firm's high standards of quality, client service, and professional integrity. Our unparalleled expertise has led to ADVANTEC being the On-Call Consultant for more than 30 public agencies including: Orange County Transportation Authority (OCTA), Riverside County Transportation Department (RCTD), Caltrans District 8, John Wayne Airport, Caltrans District 7, Los Angeles County Metropolitan Transportation Authority (MTA), cities of Irvine, Anaheim, Newport Beach, Laguna Beach, Mission Viejo, Los Angeles, Claremont, Diamond Bar, Pomona, Irwindale, Glendale, Covina, Inglewood, Downey, Santa Clarita, Yorba Linda, Chino Hills, Rancho Cucamonga, Palm Desert and Rancho Mirage, in addition to Los Angeles County, the Port of Long Beach, and most recently with the City of Huntington Beach. We have 35 employees and four offices to serve our clients and partners throughout Southern California. The following provides corporate information about the firm:-

Legal Name =	ADVANTEC Consulting Engineers, Inc.
Corporation =	C-corp, incorporated in California
Address =	1200 Roosevelt, Irvine, CA 92620
Phone =	949-861-4999
Email =	LeoLee@advantec-usa.com
Number of years =	22 years in business under same company name, 22 years providing on-call Traffic Engineering services
Ownership =	ADVANTEC is privately owned by our staff, with CEO Leo Lee as majority shareholder owning 77%, remaining 7 shareholders each hold less than 10%.
Projects completed last 5 years =	Please see Section 1.6
Contract failures =	NONE
Financial interests in other line of business =	NONE
Litigation last 5 years =	NONE
Termination for cause =	NONE



ADVANTEC OFFICES:

Orange County (HQ)

1200 Roosevelt
Irvine, CA 92620
Ph: 949.861.4999

Los Angeles County

21700 Copley Drive
Diamond Bar, CA 91765
Ph: 909.860.6222

445 S. Figueroa St.,
31st Floor,
Los Angeles, CA 90071
Ph: 213.426.2168

Inland Empire

3200 E. Guasti Road
Suite 100
Ontario CA 91761
Ph: 909.605.9300

Coachella Valley

73-710 Fred Waring,
Suite 120
Palm Desert, CA 92260
Ph: 760.404.0630

1.2 Comprehensive Team Experience

Traffic Engineering and Intelligent Transportation Systems (ITS)

ADVANTEC has an outstanding reputation in the field of traffic engineering and Intelligent Transportation System (ITS) planning and design services. Members of the firm have extensive project experience working directly for municipal, county, state, and federal agencies, as well as providing consulting services to private clients. ADVANTEC's specific traffic engineering and ITS services include:

- | | | |
|---|---|-----------------------------------|
| ✓ Signing and Striping | ✓ Traffic Surveillance Systems | ✓ Lighting Systems |
| ✓ Stage Construction/
Traffic Handling/Detours | ✓ Ramp Metering Systems | ✓ Utility Relocation Coordination |
| ✓ Traffic Signal Systems | ✓ Dynamic Message Signs | ✓ Agency Permitting |
| ✓ Traffic Signal Communication
Systems | ✓ Video Surveillance/
Detection Systems | ✓ Shop Drawings Review |
| ✓ Intelligent Transportation
Systems | ✓ ITS Master Plans | ✓ Preparation of Record Drawings |
| ✓ Traffic Management Centers | ✓ ITS Technology Assessments | ✓ Contract Administration |
| | ✓ Smart Cities, and CV/
AV Planning and Design | ✓ Shop Drawings Review |
| | | ✓ Construction Management |
| | | ✓ Construction Inspection |

Traffic Signal Synchronization and Operations

ADVANTEC strives to improve traffic progression and minimize travel delay to the public. When it comes to signal timing, coordination and operations we review all critical traffic signal, timing parameters, and detector attributes and settings to ensure optimal and safe traffic signal operation at all project intersections for both coordinated and free operation. Some of the key traffic signal synchronization elements include:

- | | | |
|--|---|--------------------------------|
| ✓ Signal Timing | ✓ Before and After Studies | ✓ Minimum Greens |
| ✓ Signal Operations | ✓ Measurements of Effectiveness | ✓ Pedestrian crossing distance |
| ✓ Signal Implementation | ✓ Arterial Level of Service | ✓ Pedestrian crossing speed |
| ✓ Signal Synchronization | ✓ Greenhouse Gas Emissions
Reporting | ✓ Yellow times |
| ✓ Signal Optimization and Fine
Tuning | | ✓ All-red times |
| | | ✓ Detection parameters |

Traffic Studies

ADVANTEC emphasizes traffic planning and design techniques to satisfy the requirements of a study site's traffic while minimizing the impact on non-site traffic. This is accomplished by utilizing any or all of the following external study site traffic analyses:

- | | | |
|---|------------------------------------|------------------------------------|
| ✓ Before and After Travel
Demand | ✓ Traffic Signal System Evaluation | ✓ Signal Communication Master Plan |
| ✓ Traffic Impact Analysis | ✓ Circulation Analysis | ✓ Traffic Signal Warrants |
| ✓ Intersection Level of Service
Analysis | ✓ Parking Analysis | ✓ Lane Storage Analysis |
| | ✓ Engineering and Speed Survey | ✓ Sight Distance Analysis |

Transportation Planning

ADVANTEC provides complete services for the planning and preliminary engineering design of local roads, streets, arterial highways, and transportation corridors to public agencies and private developers. ADVANTEC's specific transportation planning capabilities include:

- | | | |
|--|-------------------------------------|--|
| ✓ Preliminary Intersection and
Interchange Design | ✓ Congestion Management Plans (CMP) | ✓ Bicycle/Equestrian/Pedestrian
Trail Systems |
| ✓ Route Alignment Studies | ✓ Circulation Elements | ✓ Preliminary Cost Estimates |
| ✓ Construction Traffic
Management Plan (TMP) | ✓ Traffic Impact Studies | ✓ Safe-Route to School Master
Plans |

Studies/Reporting

Having designed Safe Routes to School Improvements for a variety of communities, the ADVANTEC team is experienced in evaluating solutions for projects of this nature. ADVANTEC recognizes the need to understand and address the issues and concerns of residents, while delivering a solution within the budget and schedule parameters required by the City. ADVANTEC has provided the following services on various Safe Routes to School projects throughout California:

- ✓ Community Outreach
- ✓ Community Workshop Meetings
- ✓ Site Review and Inventory
- ✓ Vehicle, Bicyclist, Pedestrian and Parking Data Collection
- ✓ Traffic, Parking, and Circulation Analysis
- ✓ Trips Analysis
- ✓ Parking Facility Layout
- ✓ Parking Facility Access and Circulation
- ✓ Physical and Operational Recommendations
- ✓ Development of Plans
- ✓ Draft and Final Report

Transportation, Municipal and Civil Engineering

ADVANTEC's transportation, municipal and civil engineering team has an outstanding reputation for providing our clients with complete, thorough, and constructible designs. Our senior engineers are on the leading edge of roadway design, and bring recent experience with complete streets, active transportation, sustainable solutions, and road diets. Our experience includes work on:

- ✓ Freeway/Interchange Design
- ✓ Arterial Highway Design
- ✓ Pavement Rehabilitation
- ✓ Site Development
- ✓ ADA Ramp and Sidewalk Obstruction Retrofit
- ✓ Project Study Reports, Project Reports, Fact Sheets and FNM-76
- ✓ Storm drain and Drainage Design
- ✓ Grade Separation and Railroad Grade Crossing
- ✓ Roadway Safety Audit
- ✓ Value Engineering
- ✓ Bicycle and Pedestrian Facilities
- ✓ Transit facilities
- ✓ Intersection Improvements
- ✓ Complete Streets
- ✓ Active Transportation

Public Works Inspection

ADVANTEC provides electrical inspection to many clients throughout southern California. Our electrical inspectors are certified IMSA Level II and Level III. Our services include:

- ✓ Traffic Signal Systems
- ✓ Traffic Signal Turn-On
- ✓ 170/2070/NEMA Controllers
- ✓ Street Lighting Systems
- ✓ CCTV Systems
- ✓ Fiber Optic, Wireless, Copper Communication Systems
- ✓ Railroad Crossing Pre-emption
- ✓ Traffic Management Centers
- ✓ Traffic Signal System and Communications Integration
- ✓ Troubleshoot and Repair Traffic Signal, Electrical and Communication System

Other Professional Services

ADVANTEC has extensive experience providing other professional services to our public and private clients as part of small and large-scale project delivery, including:

- ✓ Project Coordination
- ✓ Utility Notification and Coordination
- ✓ Project Management
- ✓ Staff Augmentation
- ✓ City liaison
- ✓ Program Management
- ✓ CADD and REVIT Cad Services
- ✓ Grant Application Services
- ✓ Renderings
- ✓ Regional ITS Architecture Master Plans
- ✓ 2-D and 3-D Simulations
- ✓ Plan Check Services
- ✓ Traffic / Transportation Studies Review
- ✓ Plan Checking Review

1.3 Familiarity with City, County, State and Federal Requirements

ADVANTEC has extensive experience in completing and processing the numerous federal funding authorization forms through the Caltrans District Local Assistance Engineer (DLAE) and the Federal Highway Administration, as well as incorporating all required special provisions in the project specifications to ensure that federal funding is not jeopardized. ADVANTEC has performed this task for several cities and agencies throughout Southern California. ADVANTEC has developed a comprehensive table summarizing the various authorization forms required in a matrix format that can be used to clearly identify the steps to be followed and the responsible parties. Typical submittals for processing forms with DLAE are summarized in the following table:

Requirements	Typical Process to Secure Approvals
Caltrans Request for Authorization Forms/Clearances	As required with the HSIP funding, certain forms are needed for the processing of the required Request for Authorization (RFA) forms. ADVANTEC will prepare and process the needed Forms with Caltrans Local Assistance
RFA for R/W Acquisition Forms	ADVANTEC will prepare and process the necessary forms with Caltrans Local Assistance the Request for Authorization to Proceed with Construction (E-76) with Caltrans Local Assistance. Once the plans and specifications are completed, the Request to Proceed with Construction (E-76) forms can be prepared. The Request for Authorization to Proceed with Construction forms includes: 1) Cover Page/Checklist (Exhibit 3-D), 2) Request for Construction Authorization Data Sheet, 3) Completed Finance Letter, 4) Completed Field Review
RFA for Construction Forms	

Requirements	Typical Process to Secure Approvals
	Form, 5) Environmental Documentation, 6) Right-of-way Certification, 7) PS&E Package and Certification, 8) Local Agency Construction Contract Administration Checklist.
Caltrans Invoicing	ADVANTEC will prepare and process the necessary forms with Caltrans Local Assistance the Request for Authorization to Proceed with Construction (E-76) with Caltrans Local Assistance. Once the plans and specifications are completed, the Request to Proceed with Construction (E-76) forms can be prepared.
Caltrans Bid Award / Project Completion Packages	After the bid award and upon the completion construction of the project, ADVANTEC will prepare and process the following Caltrans forms:
Bid Award Package	Upon the bid award of the project, ADVANTEC will prepare and process the Bid Award Package with Caltrans Local Assistance. The Bid Award Package to Caltrans includes but not limited to: 1) Cover Page/Construction Contract Administration Checklist (Exhibit 15-A), 2) Local Agency Bid Opening Checklist, 3) Updated Finance Letter, 4) Detail Estimate and Detail Estimate Summary, 5) DBE Certifications (from Contractors), 6) Contract Award Checklist, 7) RE's Checklist.
Project Completion Package	After the construction of the project, ADVANTEC will prepare and process the Project Completion Forms with Caltrans Local Assistance. This is an important task in the project to assure the reimbursement by Caltrans of the construction payments. The Final Completion Package to Caltrans includes but not limited to: 1) Cover Page/Expenditures Checklist (Exhibit 17-D), 2) Final Finance Letter, 3) Final Detail Estimate and Detail Estimate Summary, 4) Change Order Summary, 5) Final DBE Certifications (from Contractors), 6) Materials Certifications, 7) Final Inspection Form.

For any proposed work that will directly impact state highway facilities and require a Caltrans encroachment permit, ADVANTEC's extensive track record working with Caltrans on numerous state highway projects will help facilitate the process. ADVANTEC's staff maintains an on-going dialogue with local, regional, and state jurisdictional agencies and continually keeps abreast of the changing requirements and procedures of the Federal, State and local agencies.

1.4 Subconsultant



ADVANTEC has brought. **Counts Unlimited, Inc. (Counts Unlimited)** as subconsultant to perform traffic counts. They have ample experience and resources to support us on traffic and parking data collection, speed surveys, travel time studies, and other traffic related task orders that may come up during the contract. They specializes in traffic data collection and has been serving the Southern California area for the past 29 years. Their primary goal is to provide accurate and comprehensive traffic data collection services at a reasonable cost to the transportation engineering community throughout Southern California.

SUBCONSULTANTS:
Counts Unlimited, Inc.
 Traffic Data Collection
 Mr. Abe Campos
 11681 Sterling Ave
 Suite B
 Riverside, CA 92503
 Ph: 951.268.6268

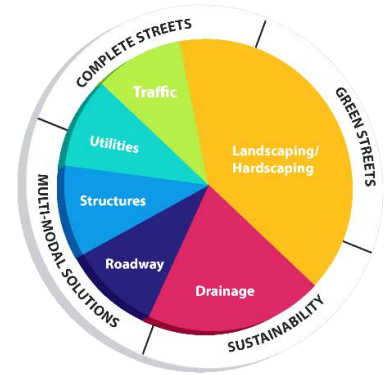
1.5 Project Related Qualifications and Experiences

Mobilizing appropriate staff quickly is essential to smooth commencement and progression of the various tasks that will be assigned under the On-Call Traffic Engineering and Professional Services for the City of Laguna Hills. This requires a balanced management and technical approach that emphasizes streamlined communication and quality control. As a partner to the City, the ADVANTEC Team will commit to the delivery of each assigned Task Order within time and budget. We recognize City staff has high expectations for capability and performance. In assembling our team, ADVANTEC has delivered on those expectations by forming a team with the following attributes:

- **Proven Expertise in Traffic Engineering Services** – ADVANTEC have performed over 600 traffic engineering projects with various public agencies, including staff augmentation, traffic signal operations, handling citizen complaints, performing various traffic and safety studies, presentation to city councils and commissions, public meetings, design of traffic and ITS infrastructure, synchronization of traffic signals, and many other projects. ADVANTEC is experienced to handle any Traffic Engineering needs of Laguna Hills.
- **22-year History of On-call Traffic Engineering projects** – ADVANTEC has been the On-Call Civil and Traffic Engineering Consultant for more than 30 public agencies including Orange County Transportation Authority (OCTA), the Cities of Irvine, Anaheim, Newport Beach, Laguna Beach, Mission Viejo, Yorba Linda, Huntington Beach, Los Angeles, Glendale, Pomona, Rancho Cucamonga, Inglewood, Irwindale, Yorba Linda, Palm Desert, Rancho Mirage, Diamond Bar, Downey, Claremont, Santa Clarita, as well as Los Angeles County, Riverside County Transportation Department (RCTD), Caltrans District 8, , Port

of Long Beach, John Wayne Airport, Caltrans District 7, Los Angeles county Metropolitan Transportation Authority (MTA), and Bay Area Metropolitan Transportation Commission (MTC).

- **Successful strategies to deliver on-call professional engineering services** – ADVANTEC implements successful strategies to deliver projects and task orders on an as-need basis. It begins with a responsive project manager that proactively communicates with the City throughout the life of the contract and will respond to inquiries within 24 hours and will be available as needed. Our quality assurance and quality control program will provide quality products and build the confidence needed from the City to use ADVANTEC on a wide range of projects. Our quality products will minimize City staff review time and maximize efficiency, reducing overall project schedules. Finally, we have the local expertise and staffing required to meet the needs of this on-call contract and provide other support services.
- **Visionary planning and implementation of “Multi-Modal, Complete Streets, Green Street, Sustainable” improvements** – ADVANTEC has the “Multi-Modal, Complete Streets, Green Street, Sustainable” mentality when it comes to improving the environment, safety and mobility to all users including motorists, bicyclists, transit operators and users, and pedestrians of all ages and abilities. Our approach to implementing the “Multi-Modal, Complete Streets, Green Street, Sustainable” concept begins at the inception of a proposed project and follows throughout the life of a project making sure all users are routinely considered during the planning, designing, building and operations of all traffic and transportation planning and engineering improvements.
- **Strong Project Director, Project Manager and Task Leaders with years of hands-on engineering experience** – Our Project Director, Project Manager, Task Leaders, and Senior Project Engineers have combined **over 300 years of combined experience** providing traffic engineering services for many clients on small and large-scale transportation projects in southern California.



1.6 Project Specific Experience

We have prepared the following matrix outlining similar current projects and recently completed projects and their associated elements of work.

PROVEN EXPERIENCE FOR EVERY MAJOR MUNICIPAL TRAFFIC ENGINEERING NEEDS	Grant Applications	Transportation / Traffic Studies	Conceptual / Preliminary Design	Street Improvements	ITS Planning / Design	Signing / Striping Improvements	Traffic Signal Improvements	Stage Construction / Traffic Handling	Traffic Signal Timing & Synchronization	On-Call Engineering Services	Staff Augmentation	Construction Support
City of Irvine On-Call Traffic Engineering Services		•	•	•	•	•	•			•		•
Los Angeles County On-Call Traffic Engineering Services		•	•	•	•	•	•			•		•
City of Anaheim On-Call Traffic Engineering Services		•	•	•	•	•	•	•	•	•	•	•
City of Diamond Bar On-Call Traffic Engineering Services		•	•		•	•	•	•	•	•		•
OCTA Traffic Engineering Services		•	•		•	•	•	•	•	•		•
City of Pomona On-Call Traffic Engineering Services		•	•			•	•	•	•	•	•	•
City of Anaheim Staff Augmentation Services		•	•		•	•	•	•	•	•		•
City of Rancho Mirage On-Call Traffic Engineering Services		•	•		•	•	•	•	•	•		
City of Claremont On-Call Traffic Engineering Services		•	•	•	•	•	•	•	•	•		•
Caltrans District 8 On-Call Traffic Engineering Services		•	•		•	•	•	•	•	•	•	•
City of Ontario On-Call Traffic Engineering Services					•	•	•		•	•		•
City of Rancho Cucamonga On-Call Traffic Engineering Services					•	•	•		•	•		•
City of Newport Beach On-Call Traffic Engineering Services		•	•		•	•	•	•	•	•		•

On-call Traffic Engineering, Traffic Signal Operations & Transportation Engineering Services
City of Laguna Hills

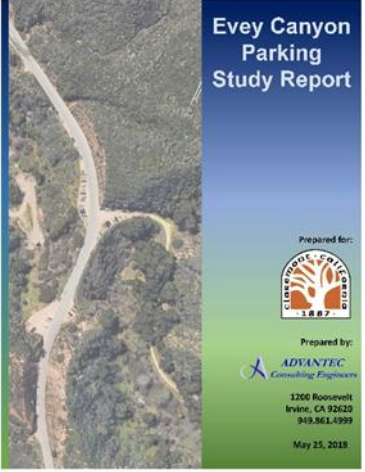
PROVEN EXPERIENCE FOR EVERY MAJOR MUNICIPAL TRAFFIC ENGINEERING NEEDS	Grant Applications	Transportation / Traffic Studies	Conceptual / Preliminary Design	Street Improvements	ITS Planning/ Design	Signing /Stripping Improvements	Traffic Signal Improvements	Stage Construction / Traffic Handling	Traffic Signal Timing & Synchronization	On-Call Engineering Services	Staff Augmentation	Construction Support
Coachella Valley Association of Governments Region-wide Traffic Signal Synchronization	●	●	●		●		●		●			●
City of Seal Beach Traffic Management Center and ITS Infrastructure Upgrade		●	●		●		●		●			●
City of La Quinta Citywide HSIP Signal Interconnect (Fiber Optic) Improvements			●		●							●
City of Coachella 5 New Signals Project (TS, SS, Communications, Roadway, and Signal Timing)			●		●	●	●	●	●			
City of Diamond Bar Safe-Route-to-School Program		●	●									
City of Anaheim Bicycle Facilities Design Services			●			●		●				●
City of Covina Class II Bicycle Facilities Design Services			●			●						●
City of Covina Metrolink Station Parking/Pedestrian/Bicycle Access Study		●	●			●						●
County of Los Angeles Sierra Highway Road Safety Study		●	●									
City of Palm Desert Traffic Signal Mods, SIC & Fire Station Warning System Project			●		●	●	●					
Cities of Ontario and Yucaipa MSRC Grant Applications	●	●	●									

1.7 Relevant Projects & References Within Past 5 Years

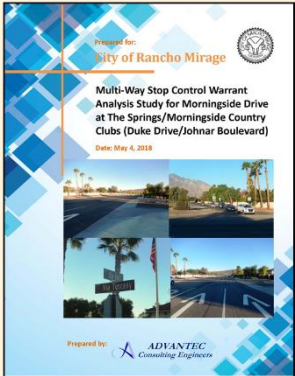
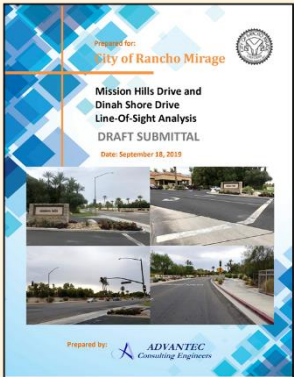
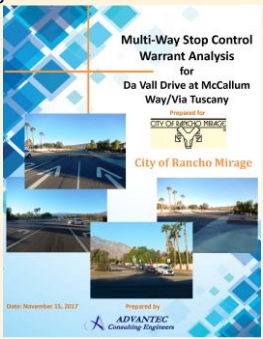
ADVANTEC has provided similar On-Call Professional Services to agencies in Southern California as described in the following table. References are provided for all of these projects and the City is welcome to contact any of these contacts.

Project Name / Description	Reference	Relevance to the City of Laguna Hills
On-Call Traffic Engineering Services, OCTA, CA - Over 7 years, ADVANTEC has served as a lead firm to manage, design and implement improved and enhanced signal timing, signal synchronization and traffic operations for multiple arterial corridors in Orange County, totaling over 350 intersections. The project objective was to improve arterial traffic flow, improve travel-time and reduce delay-along these major corridors in the county. Benefits to be gained by improving traffic flow include reduced fuel consumption and improved air quality. In the process, ADVANTEC has worked with many cities in Orange County and Caltrans to improve their traffic hardware and Intelligent Transportation System infrastructure. 	Reference: Orange County Transportation Authority Ms. Amy Tran Traffic Operations Manager (714) 560-5379 atran@octa.net Date Range: 2007 to 2020 Project Team: Leo Lee, Carlos Ortiz, Ron Keith, Jose Guedes, Ryan Miller, John Cox Various Task Orders Fee: \$1.6 million	■ Traffic Signal Timing Plans ■ Traffic Signal Synchronization over 350 signalized intersections ■ Coordination with Caltrans ■ Coordination with Cities including Buena Park ■ Evaluation of pedestrian, bicyclists, and vehicle traffic patterns ■ ITS and CCTV System Design ■ New Traffic Signal Controllers ■ Timing Plan Implementation and Fine-Tuning

On-call Traffic Engineering, Traffic Signal Operations & Transportation Engineering Services
City of Laguna Hills

Project Name / Description	Reference	Relevance to the City of Laguna Hills
On-Call Traffic Engineering Services, Irvine, CA - ADVANTEC has been providing on-call ITS and traffic engineering assistance to City of Irvine for over 16 years. ADVANTEC has prepared traffic signal system upgrade design and signal coordination along 19 major arterials within the City. ITS upgrade included the design of CCTV camera systems, fiber optic communications that tied into the City's Gigabit Ethernet network, loop detectors, WWV antenna system at Caltrans intersections, and controller cabinets upgrade.	Reference: City of Irvine Mr. Mark Ha Supervising Transportation Analyst (949) 724-6186 mha@cityofirvine.org Date Range: 2004 to Present Project Team: Leo Lee, Jose Guedes Various Task Orders Fee: \$800,000 	35 CCTVs - GigE Fiber Optic Communications 2070 Controllers - Fiber optic communications design - Inspection Services 
On-Call Engineering Services - Claremont, CA; Evey Canyon Parking and Circulation Study – ADVANTEC evaluated existing turnouts and parking along Mt. Baldy Road to access the Evey Canyon Trail. In an effort to perform a comprehensive analysis of this situation, data was collected and analyzed including accident history, pedestrian counts, sight distance measurements, speed limit, and traffic volumes. The analysis found that sight distances are restricted to below the desirable minimum at all five of the turnouts. Various recommendations were provided to prohibit parking at all the turnouts except at the entry of Evey Canyon. Date Range: 2018-2019 Project Team: Carlos Ortiz, John Dorado Various Task Orders Fee: \$50,000	Reference: City of Claremont Mr. Vince Ramos Project Engineer (909) 399-5395 VRamos@ci.claremont.ca.us 	- Parking and Circulation Study - Parking Demand Analysis - Traffic Engineering Services - Pedestrian/Bicyclists/Vehicle Safety Analysis - Parking Facility Layout Plans 

On-call Traffic Engineering, Traffic Signal Operations & Transportation Engineering Services
City of Laguna Hills

Project Name / Description	Reference	Relevance to the City of Laguna Hills
On-Call Traffic Engineering Services – Los Angeles County, CA - ADVANTEC's work consisted of traffic signal design projects including 8 major corridors ranging from 9 to 62 intersections with associated improvements. All the plans were designed in conformance with the County of Los Angeles latest design guidelines, using Microstation / AutoCAD formats. Plans were submitted in 3 different stages: 80%, 100% and final design submittal. The 100% and final design plans were also submitted to the involved local agencies for review and approval.	Reference: LA County DPW Whitley Huy, Sr. Civil Engineering Assistant 626-300-4761 whuy@dpw.lacounty.gov Date Range: 2004 to Present Project Team: Leo Lee, Carlos Ortiz, Keith Rand, John Dorado Various Task Orders Fee: \$1.8 M	▪ Traffic Signal Design ▪ Signing and Striping Design ▪ New Signal Controllers and Cabinets ▪ Median Nose Reduction ▪ Vehicle/Bicycle Detection/Advance ▪ Multi-Jurisdictional Coordination 
On-Call Traffic Engineering, Rancho Mirage, CA - ADVANTEC serves the City with various on-call traffic engineering services. ADVANTEC's work over this period includes the preparation of Multi-Way Stop Control Analysis reports at two intersections; site plan review and recommended improvements for a new development (Gas Station/Market Store) at the northeast corner of Monterey Avenue at Frank Sinatra Drive; prepared Citywide Left Turn Phasing Guidelines; and prepared striping and signage modification plan along Morningside Drive at Country Club Drive. ADVANTEC has been responsive and timely with each of our task order requests. 	Reference: City of Rancho Mirage Mr. Bill Enos, PE City Engineer (760) 578-9455 bille@RanchoMirageCA.gov Date Range: 2018 to Present Project Team: Carlos Ortiz, John Dorado, John Cox, Ryan Miller, Frank Gomez, Nicholas Park, Madeleine Ortiz Various Task Orders Fee: \$30,000 	▪ Multi-Way Stop Control Warrant Analysis ▪ Intersection Line-of-Sight Analysis ▪ Left-Turn Signal Phasing Guidelines ▪ Development Plan Review ▪ Preparation of Signing and Striping modifications ▪ Assistance with request for proposal (RFP) development ▪ Advisors for next generation technologies ▪ Guidance on the latest Caltrans and CAMUTCD standards ▪ Other Traffic Engineering reports and design services 

Project Name / Description	Reference	Relevance to the City of Laguna Hills
On-Call Traffic Engineering Services, Newport Beach, CA – As part of our City of Newport Beach On-Call Traffic Engineering services, ADVANTEC is responsible for the preparation of plans, specifications, and estimates (PS&E) and construction engineering assistance for the traffic signal rehabilitation work at the following existing signalized intersections: 1) Newport Center Drive E/Santa Rosa Drive, 2) Jamboree Road/University Drive, and 3) Jamboree Road/Bison Avenue. Upgrades consist of replacing outdated poles, signal heads, pedestrian heads, pedestrian and bicycle push buttons, emergency vehicle pre-emption (EVP), Econolite Cobalt controllers, controller cabinets, and service cabinets.	Reference: City of Newport Beach Mr. Eric Loke Senior Engineer (949) 644-3336 eloke@newportbeachca.gov Date Range: 2016 to Present Project Team: John Dorado, Carlos Ortiz, John Cox, Ryan Miller, Enrique Biche, Madeleine Ortiz, Frank Gomez Fee: \$45,000	- Upgrade Signal Equipment - New Signal Controllers - New CCTV cameras - Fiber Optic Communication Modifications - LED Safety Lighting and Lighting Analysis - ADA Compliance/Ped Ramps - Vehicle/Bicycle Detection - Utility and SCE Coordination - Construction Assistance/ Bid Addenda/ Shop Drawing Reviews/ RFI's/ As-Built 
City of Anaheim On-Call Traffic Engineering, Anaheim, CA - ADVANTEC has been providing on-call traffic engineering assistance to City of Anaheim for the past 22 years. ADVANTEC prepared engineering plans, specifications, and estimates (PS&E) for traffic signal upgrade, CCTV cameras, fiber optic communications interconnect and traffic control plans construction of SCOOT detectors, advanced detectors, Model 2070N controllers and cabinets upgrade for various major corridors within the City. Detailed design for CCTV cameras include the design of poles and foundations, video control equipment, tail circuits, and interconnect to the communications hub. CCTV camera images and PTZ control data were routed to the communications hubs.	Reference: City of Anaheim Mr. Curt Breusing Assistant Traffic Engineer (714) 765-5044 cbreusing@anaheim.net Date Range: 1998 to Present Project Team: Leo Lee, Keith Rand, Carlos Ortiz, Frank Gomez, Enrique Biche, Jonathan Delgado Various Task Orders Fee: \$750,000 	- On-call traffic engineering consultant since 1998 - Plan Check Services - Performed over 15 design projects - Traffic Signal Upgrades - Intelligent Transportation Systems (ITS) - Communications network design including fiber optic and copper - CCTV design - Traffic control plans - Utilize multiple Traffic Signal Control Systems in Traffic Management Center including ACTRA, I2, Centrac

***On-call Traffic Engineering, Traffic Signal Operations & Transportation Engineering Services
City of Laguna Hills***

Project Name / Description	Reference	Relevance to the City of Laguna Hills
Engineering Staff Augmentation, Anaheim, CA - Under the City of Anaheim's On-Call, ADVANTEC has provided the city with staff augmentation services that allows the traffic division to function effectively during high volume of plan submittals. ADVANTEC provides plan checking services to review traffic control plans.	Reference: City of Anaheim Mr. Rafael Cobian, PE Traffic Engineer (714) 765-4991 rcobian@anaheim.net Date Range: 2015 to Present Project Team: Leo Lee, Keith Rand, Madeleine Harriott, Enrique Biche, Jonathan Delgado, Frank Gomez Fee: \$330,000	- On-Call Plan Checking Services - Staff at City Hall 2- Days a week - Signing and Striping Review - Traffic Control Review - Traffic Signal Review - Traffic Study Review 
RCTD On-Call Traffic, Riverside County, CA - ADVANTEC has provided on-call traffic engineering related services to the Riverside County Transportation Department (RCTD) since 2014. ADVANTEC has prepared engineering plans, specifications, and estimates (PS&E) for traffic signal installations, updated traffic signal timing and signal synchronization plans utilizing the most recent CA MUTCD parameters, as well as on-site staff augmentation services. Additionally, ADVANTEC is currently preparing plans for a sidewalk improvement project along Serfas Club Drive near Irvine, CA.	Reference: RCTD Mr. Dennis Acuna. PE Contract Manager (951) 204-5965 DAcuna@rvico.org Date Range: 2014 to present Project Team: Leo Lee, Lawrence Tai, Jose Guedes, Ryan Miller, Barbara Weiner, Roy Null Fee: \$250,000/year	- Traffic Engineering Services - Update Traffic Signal Timing & Prepare Synchronization Timing Plans - Staff Augmentation - Ethanac Traffic Signals at Sophie and Mountain - Serfas Club Sidewalk Improvements 
Adaptive Traffic Signal System Design and Implementation, Culver City, CA - ADVANTEC was responsible for developing the specifications and RFP for City of Culver City adaptive traffic signal system. Following the FHWA Systems Engineering process, we provided technical oversight for the development of the Concept of Operations, System Requirements, Validation Plan and Systems Acceptance Testing Plan, leading to the development of a Request for Proposal issued to contractors in March 2016. After selecting the Transparency System, ADVANTEC remained as System Manager to oversee the system implementation to be completed in early 2019.	Reference: City of Culver City Mr. Hong Wang Senior Engineer (310) 253-5604 hong.wang@culvercity.org Date Range: 10/2015 to Present Project Team: Leo Lee, Jose Guedes, Ryan Miller	- RFP preparation - Research of various adaptive control technologies - Value engineering - Comparison analysis - Cost estimates - Develop technical specifications - System Manager during Implementation - Finetuning adaptive parameters

SECTION 2: PROPOSED STAFFING AND PROJECT ORGANIZATION

2.1 Staffing

ADVANTEC brings a group of highly specialized personnel with a defined work history on previous similar projects. Our expert team is committed to the City of Laguna Hills success and will provide the appropriate technical expertise as required by the City. The proposed key team members are intended to serve in their respective roles throughout the duration of the agreement. ADVANTEC has proposed a local team comprised of professionals from our Irvine and Diamond Bar offices. Our team members are experienced in delivering successful task orders on similar contracts, familiar with City of Laguna Hills traffic conditions, traffic signals and ITS system, and knowledgeable about the community. Many of our staff, including our Project Manager and Project Director, are living in south Orange County close to Laguna Hills.

KEY PERSONNEL

ADVANTEC recognizes that the successful delivery of a high quality as-needed services for traffic engineering projects starts with assigning a Project Manager that possesses superior technical, management and leadership skills. **Mr. Ron Keith, TE will serve as Project Manager**, leading our team and functioning as primary point of contact to the City. Ron worked for OCTA in charge of the Project P Regional Traffic Signal Synchronization program from 2008 to 2019, and joined ADVANTEC in June of last year. He has over 40 years of traffic engineering and traffic operations experience in Orange County. “Nobody is more familiar with traffic operations in Orange County than Ron Keith” was the message we received when he retired from OCTA last year. Having been a permanent resident of Laguna Hills since February 2002, he will bring this experience to assist Laguna Beach in all the Traffic Engineering, Traffic Signal Operations, and Transportation Engineering Services.

Our Chief Operations Officer/Principal, **Mr. Carlos Ortiz, PE, TE, PTOE will serve as Project Director**. Mr. Ortiz has also served as Project Manager on many high profile projects and On-call Traffic Engineering services for several agencies, and brings his record of success and experience to the City of Laguna Hills. Mr. Ortiz is a renowned ITS expert both nationally and locally in southern California. During his 29 years of experience, Mr. Ortiz has served as the lead Project Manager/Traffic Engineer for major ITS projects in California and other states.

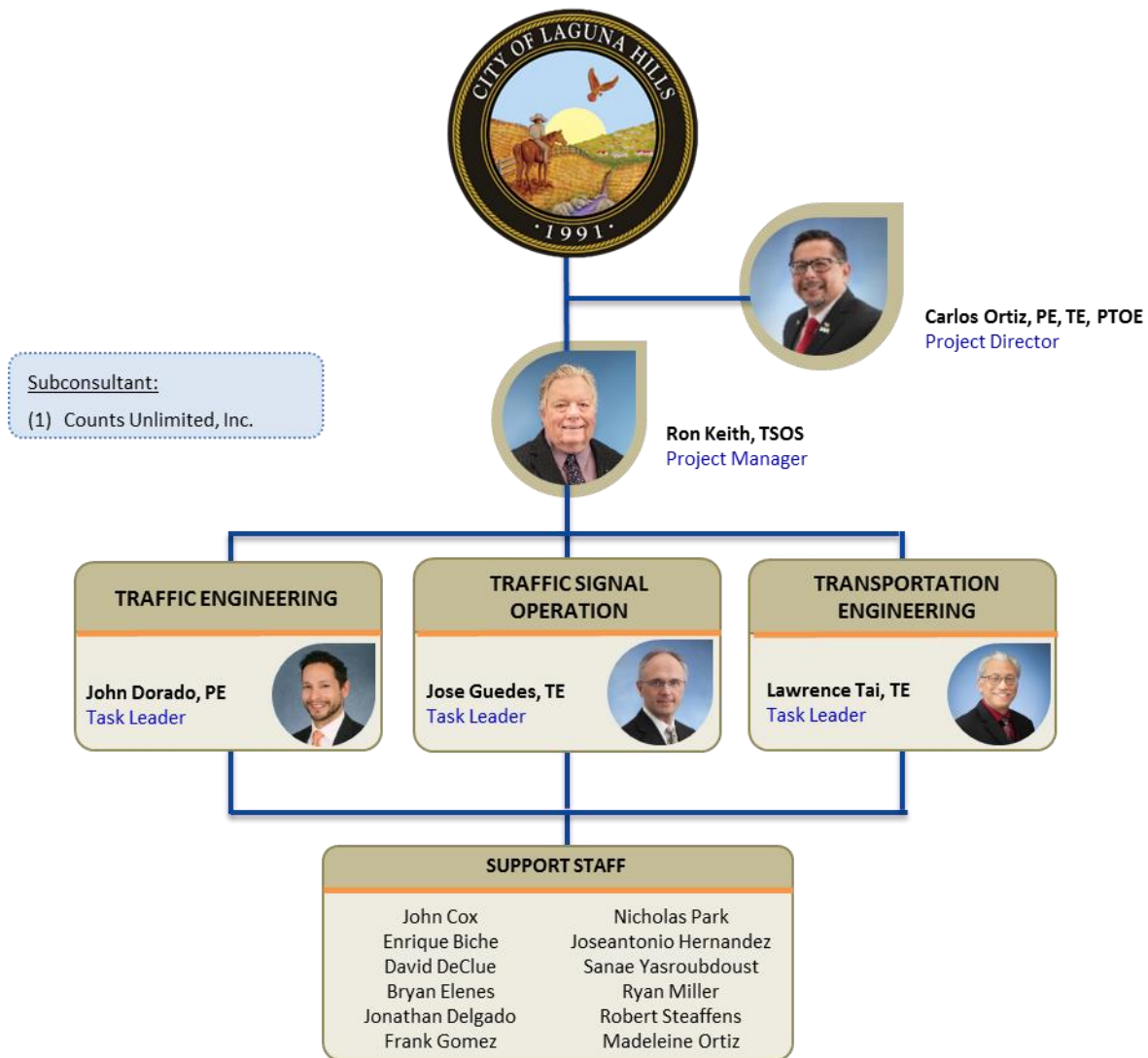
Mr. John Dorado, PE, will serve as Task Leader Traffic Engineering Discipline. Mr. Dorado is a dedicated and technically skilled professional engineer with over 22 years of experience in the field of Intelligent Transportation Systems (ITS) engineering, planning and design, traffic engineering, and transportation planning.

Mr. Jose Guedes, TE will serve as Task Leader of Traffic Signal Operations Discipline. Jose Guedes, TE worked for City of Irvine as TMC Supervisor before joining ADVANTEC in 2010, and since then, he has been involved in over 25 traffic signal synchronization and ITS projects in southern California, synchronizing over 100 corridors with over 2500 intersections, including many Project P projects with OCTA and cities.

Mr. Lawrence Tai, TE will serve as Task Leader for Transportation Engineering Discipline. Lawrence Tai, TE is a project manager in ADVANTEC. In his first job, he worked at DKS Associates in many traffic signal timing coordination projects using TRANSYT 7F. He later worked at the City of Oakland as a Transportation Engineer and obtained his Professional Traffic Engineer registration in CA in 1987. He later relocated to Southern California and worked in the City of Pasadena as the Principal Traffic Engineer covering a wide range of areas in Traffic Engineering, operation and safety, traffic study reviews, and was involved in Transportation Management including working with the Planning Department on the City's Growth Management Program. He started working in the Riverside County Transportation Department in 1990 as the Deputy County Traffic Engineer. In 2018, he retired as the County Traffic Engineer. In his 28 years with RCTD, he managed the Traffic Engineering and Design Division working with state, local and law enforcement agencies. His responsibilities included traffic investigations, traffic operation and safety, traffic signal design and operations, grant preparations and expert witnessing in traffic collision legal cases. Recently, Lawrence joined ADVANTEC as a Project Manager, and hopes to continue to contribute to furthering traffic safety and assisting local agencies.

Figure 2.1 illustrates the proposed organizational structure of our project team. All staff members proposed are without long-range commitments that would interfere with the timely completion of potential tasks. Our Key Personnel will be available for the duration of this contract and they will not be removed or replaced without a prior written concurrence from the City of Laguna Hills. Full resumes of Key Personnel and Task Leaders are provided in the **Appendix**.

Figure 2.1 – Organization Chart



KEY PERSONNEL BIOS



PROJECT DIRECTOR: Carlos Ortiz, PE, TE, PTOE

Mr. Carlos Ortiz, PE, TE, PTOE has extensive experience managing Traffic Engineering and Intelligent Transportation System (ITS) projects for numerous agencies throughout California. He has worked on many complex projects and has the ability to resolve problems quickly and efficiently by drawing on his 30 years of experience, exclusively in the field of ITS and traffic engineering. Mr. Ortiz's professional experience includes planning, design, and construction support of intelligent transportation systems, including traffic signals, traffic signal communication systems

(twisted pair, fiber optic, wireless), ramp metering systems, traffic monitoring systems, dynamic message sign systems, video detection systems, closed circuit television (CCTV) systems, arterial travel management systems, and traffic management centers. Mr. Ortiz is experienced in intelligent transportation systems master plans, ITS technical studies, communication networks and topologies, and signal timing and synchronization. Mr. Ortiz has also managed intelligent transportation systems aspects of Bus Rapid Transit (BRT) Projects. Through his current projects, Mr. Ortiz is assisting agencies to understand the

Years of Experience: 31

Registration:

Civil Engineer, CA, C057535
 Traffic Engineer, CA, 2025
 Professional Traffic
 Operations Engineer, US,
 426

Education:

B.S. Civil Engineering

Professional Affiliations:

Board Member, ITS
 California
 Partnership Chair,
 Board Member, Institute
 of Transportation
 Engineers, International

Connected Vehicles and Autonomous Vehicles markets, so they can make better decisions on current and future ITS deployments. Mr. Ortiz is a member of the Board and Institute of Transportation Engineers (ITE) International. Mr. Ortiz also serves on the Board at ITS California.

RELEVANT EXPERIENCE

- | | |
|---|---|
| <ul style="list-style-type: none"> On-Call Traffic Engineering Services (San Bernardino, CA) On-Call Traffic Engineering Services (Anaheim, CA) Caltrans District 8 On-Call Traffic (San Bernardino, CA) | <ul style="list-style-type: none"> Engineering/Traffic Management Services (Menifee, CA) CVAG Regional Traffic Signal Synchronization and ITS Program (Coachella Valley, Riverside County, CA) Avery Parkway Road Diet (Mission Viejo, CA) |
|---|---|



PROJECT MANAGER: Ron Keith, TSOS – Mr. Keith brings over 40 years of experience in the transportation field. Ron worked previously served as Project Manager working for Orange County Transportation Authority (OCTA). For over 10 years, Mr. Keith managed the Regional Traffic Signal Synchronization Program; a long range inter-jurisdictional program geared solely toward re-timing of traffic signal systems and providing major updates to ITS infrastructure. - \$400 Million to synchronize 2000 intersections. At OCTA, he completed the Proposition 1B/Measure M Traffic Light

Synchronization Program; 10 inter-jurisdictional corridors in Orange County, at \$8 Million. Mr. Keith also managed the completion of the 2nd and 3rd ITS Strategic Deployment Plan updates for 2012 and 2018. Mr. Keith also managed the Countywide Communications Study and the Countywide Connectivity Study. Ron is certified as Traffic Signal Operations Specialist (TSOS) from the Transportation Professional Certification Board of the Institute of Transportation Engineers.

Years of Experience: 51

Education:

Traffic Signal Operations Specialist (TSOS)
 Transportation Professional Certifications Board

Professional Affiliations:

Institute of Transportation Engineers (ITE)

RELEVANT EXPERIENCE

- | | |
|--|--|
| <ul style="list-style-type: none"> OCTA's Regional Traffic Signal Synchronization Program (Orange County) OCTA's Orange County Communication Study (Orange County) OCTA Countywide Connectivity Study (Orange County) | <ul style="list-style-type: none"> Proposition 1B/Measure M Traffic Light Program, (Orange County) Previous Traffic Signal Operations & Maintenance Supervisor for Orange County |
|--|--|



TASK LEADER: John Dorado, PE - Mr. Dorado is a dedicated and technically skilled business professional with over 21 years of experience in the field of Intelligent Transportation Systems (ITS) engineering, planning and design, traffic engineering, and transportation planning. He provides a balanced understanding of projects within the public and private sectors and skillfully meets challenges and creates positive change. He is creative and detail-oriented with a record of success in project management, on-time and on-budget project delivery, and has a proven ability to foster

strong positive client relations. Mr. Dorado's professional expertise ranges from traffic engineering PS&E to traffic and transportation studies including assisting cities with plan and study review services, and addressing citizen requests. Mr. Dorado also has a wide range of knowledge of various traffic control systems (TCS), adaptive control systems, Ethernet communication systems, and ITS elements. He has been involved with upgrading various citywide traffic signal systems, controllers, communication systems, and traffic management centers.

Years of Experience: 21

Registration:

Civil Engineer, CA, 74405
 IMSA Certified Level I and Level II

Education:

B.S. Civil Engineering

Professional Affiliations:

Institute of Transportation Engineers (ITE), OCTEC

RELEVANT EXPERIENCE

- | | |
|---|--|
| <ul style="list-style-type: none"> On-Call Professional Engineering Services (Claremont) On-Call Traffic Engineering Services (Anaheim) On-Call Traffic Engineering Services – Traffic Signal Synchronization Projects (TSSP) (OCTA) On-Call Traffic Engineering Services (Newport Beach) On-Call Traffic Engineering Services (Rancho Mirage) | <ul style="list-style-type: none"> Traffic Signal Improvements (HSIP Cycle 8) Project (Palm Springs) HSIP Interconnect Improvements – Citywide Fiber Optic Upgrade (La Quinta, CA) CCTV System Gap Closure Project (Culver City, CA) Traffic Signal and Flashing Beacon Improvements HSIP Project (Palm Springs, CA) |
|---|--|



TASK LEADER – TRAFFIC SIGNAL OPERATIONS: Jose Guedes, TE

Mr. Guedes has over 29 years of experience in intelligent transportation systems, traffic operations and traffic engineering, including 20 years conducting and managing traffic signal synchronization and ITS projects. Jose prepared an Evaluation Study to assist the City of Lancaster in selecting Intellight, and to analyze the cost-effectiveness of deploying it at selected corridors. Jose also developed functional

specifications, Concept of Operations and System Requirements, and assisted in preparation of request for proposal for Culver City's Adaptive Traffic Control System in 2016. Mr. Guedes has also managed the traffic signal operations at the City of Irvine for 12 years prior to joining ADVANTEC. He has managed 10 regional signal synchronization projects for OCTA. Also, he has successfully fine-tuned and implemented 691 intersections for SANBAG Tier 3&4 Project. His operational experience proves to be useful in assisting cities to implement suitable signal systems and ITS infrastructure.

Years of Experience: 30

Registration:

Traffic Engineer, CA, 1861

Education:

B.S., Civil Engineering

M.S., Transportation

Engineering

Professional Affiliations:

Institute of

Transportation Engineers

(ITE)

RELEVANT EXPERIENCE

- | | |
|---|---|
| <ul style="list-style-type: none"> ▪ Irvine Blvd TSSP ▪ Jeffrey Road TSSP ▪ Fairview Road TSSP ▪ Seal Beach Blvd TMC & ITS Improvements ▪ On-call Traffic Engineering Services (Chino Hills, CA) ▪ SANBAG Tier 3&4 Traffic Signal Synchronization | <ul style="list-style-type: none"> ▪ Citywide Traffic Signal Coordination and Retiming (Lancaster, CA) ▪ Adaptive Traffic Control System Evaluation Study (Lancaster, CA) ▪ Previously City of Irvine TMC Supervisor |
|---|---|



TASK LEADER – TRANSPORTATION ENGINEERING: Lawrence Tai, TE

Lawrence Tai is a project manager in ADVANTEC. In his first job, he worked at DKS Associates in many traffic signal timing coordination projects using TRANSYT 7F. He later worked at the City of Oakland as a Transportation Engineer and obtained his Professional Traffic Engineer registration in CA in 1987. He later relocated to Southern California and worked in the City of Pasadena as the Principal Traffic

Engineer covering a wide range of areas in Traffic Engineering, operation and safety, traffic study reviews, and was involved in Transportation Management including working with the Planning Department on the City's Growth Management Program.

Years of Experience: 38

Registration:

Traffic Engineer, CA, 1437

Education:

B.S., Civil Engineering

M.S., Civil Engineering

Professional Affiliations:

Institute of Transportation

Engineers (ITE)

RELEVANT EXPERIENCE

- | | |
|--|--|
| <ul style="list-style-type: none"> ▪ On-Call Traffic Engineering (Riverside County, CA) ▪ Grant applications; VMT Studies, Sidewalk improvements, etc. | <ul style="list-style-type: none"> ▪ Worked as County Traffic Engineer at Riverside County for 25 years prior to joining Advantec |
|--|--|

SECTION 3: PROJECT UNDERSTANDING AND METHODOLOGY

3.1 Project Understanding

The City of Laguna Hills is a small city in Orange County. The City is Located where the Interstate 5 freeway splits into the 405 (The El Toro 'Y'), the city of Laguna Hills is home to some of Orange County's best medical facilities, the Laguna Hills Mall and many fine restaurants. The city was incorporated in 1991, while annexing the North Laguna Hills area in 1996 and adding a residential area to the west in 2000. With a population of 31,000 in an area of 6.6 sq miles, Laguna Hills is a small city with growing traffic operations and safety issues.

The City of Laguna Hills intends to contract with professional engineering firms to provide On-Call Traffic Engineering, Traffic Signal Operations and Transportation Engineering Services on an "As-Needed" basis.

The ADVANTEC Team is highly skilled and experienced in assisting Laguna Hills in performing the traffic engineering services as defined under the services indicated above.

3.2 Experience and Solutions from Similar Projects

Below are tables that illustrate our experience with other cities/counties with similar projects, and our general work plan for each of the 3 disciplines.

TRAFFIC ENGINEERING work plan

Following the key tasks listed in the RFP under "Traffic Engineering Services", the following table illustrates our prior experience with similar on-call contracts:-

PROVEN EXPERIENCE FOR EVERY MAJOR MUNICIPAL TRAFFIC ENGINEERING NEEDS	Spot speed studies	Studies to set speed limits	Evaluate intersection LOS	Evaluate curve sight distance	Evaluate conformance to MUTCD	Residential streets traffic calming	Traffic Signal Master Plan	Comms Master Plan – convert copper to fiber	Accident investigation and mitigations	Biennial update of OCTA Project P Plan	Report & presentation to Traffic Commission	Design of traffic signal/ITS infrastructure
City of Irvine On-Call Traffic Engineering Services			•		•		•	•		•	•	•
Los Angeles County On-Call Traffic Engineering Services		•	•	•	•		•					•
City of Anaheim On-Call Traffic Engineering Services	•		•	•	•		•	•			•	•
City of Diamond Bar On-Call Traffic Engineering Services	•	•	•	•	•	•		•	•		•	•
OCTA Traffic Engineering Services		•	•	•	•			•		•	•	•
City of Pomona On-Call Traffic Engineering Services	•	•	•		•							•
City of Inglewood On-call Traffic Engineering		•	•		•			•			•	•
City of Rancho Mirage On-Call Traffic Engineering Services	•	•	•		•							•
City of Claremont On-Call Traffic Engineering Services	•	•	•		•						•	
Caltrans District 8 On-Call Traffic Engineering Services	•	•	•	•	•				•			
City of Ontario On-Call Traffic Engineering Services					•		•	•			•	•
City of Rancho Cucamonga On-Call Traffic Engineering Services			•		•	•	•	•			•	•
City of Newport Beach On-Call Traffic Engineering Services					•							•

ADVANTEC will provide traffic engineering services and will assist in the review, analysis, and preparation of traffic engineering reports and design plans. Examples may include:

- Conduct traffic surveys and data collection

- Investigate vehicle, transit, pedestrian, and bicyclists characteristics
- Review and comment on the impact of development
- Evaluate highway / intersection operations
- Evaluate parking operations
- Identify and make recommendations on traffic safety
- Geometric and channelization designs
- Review design plans developed in conjunction with private development

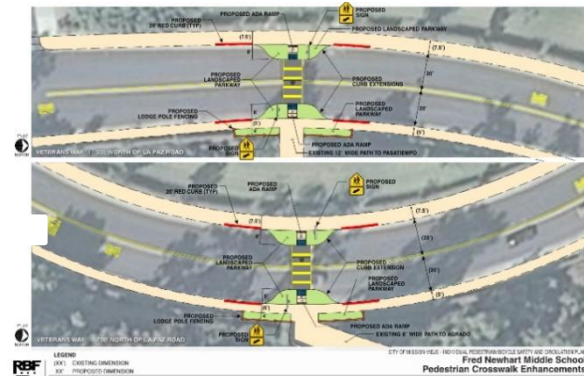
work plan | ADVANTEC will collect all necessary documents from the City and other agencies, including traffic data, accident data, reports, and improvement plans in order to review, analyze, and provide recommendations and to ensure the safe and efficient operation of the transportation system in the City of Laguna Beach. ADVANTEC will generate a variety of traffic engineering studies, to analyze and document projects at various stages of development. ADVANTEC will utilize Caltrans, City of Laguna Beach design standards, California Manual on Uniform Traffic Control Devices (CA MUTCD), Institute of Transportation Engineers (ITE), Urban Land Institute, California Vehicle Code and industry policies and standards for the evaluation and analysis of intersection and roadway systems.

ADVANTEC will perform an in-depth field analysis to verify record information including existing roadway lane geometrics, intersection control, signal phasing, and signing/stripping. ADVANTEC will maintain a photo log of the project. Key technical issues will be identified after the field review has been conducted.

ADVANTEC will provide traffic engineering studies, which summarizes: the existing and proposed conditions, references requirements and assumptions, intersection, roadway, and circulation analysis, and recommendations. Supporting technical data and graphical illustrations will be included in the reports. ADVANTEC has the experience to provide the City with different types of traffic engineering analysis and reports; including accident analysis, delay analysis, lane storage capacity, roadway and intersection level-of-service, vehicle and pedestrian circulation analysis, traffic impact analysis, before and after travel demand, engineering and speed survey, sight distance analysis, and queuing analysis.

ADVANTEC will prepare geometric and channelization plans as requested by the city. ADVANTEC will show existing and proposed conditions on the plans. Constraint areas will be provided to the city along with design recommendations. ADVANTEC will prepare final plans, bid documents and technical specifications, and engineer's estimates for each assigned project. ADVANTEC will provide plan, specification, and engineering estimate submittals at 30% (conceptual), 95%, and 100% completion.

ADVANTEC will provide third party review of traffic engineering studies, design plans, technical specifications, and engineer's estimates prepared by others to assure consistency with the City's General Plan elements, compliance with local and regional mandates and compatibility with other proposed developments and improvements. If required, ADVANTEC will prepare grant applications. ADVANTEC will work directly with the City staff to provide all the information required to be included with each specific application. ADVANTEC will work with the City to obtain vehicle and pedestrian traffic data, accident data and additional information that will be required in order to prepare each specific grant application.



TRAFFIC SIGNAL OPERATIONS work plan

Following the key tasks listed in the RFP under “Traffic Engineering Services”, the following table illustrates our prior experience with similar on-call contracts:-

PROVEN EXPERIENCE FOR EVERY MAJOR MUNICIPAL TRAFFIC SIGNAL OPERATIONS NEEDS	Remotely monitor traffic signals (thru Centrats)	Respond to traffic signal alarms	Monitor detection systems & recommend bicycle detection	Recommend solutions for recurrent signal issues	Prepare timing plans, Synchro and TS diagrams	Maintain inter-jurisdictional coordination	Update timing plans annually	Respond to citizens' complaints	Monitor all traffic signal equipment and upgrades	Oversight of OCTA Project P corridors in City	Traffic Signal Maintenance Issues resolution	Field inspection of traffic signal installations	Advise Smart City technologies
City of Chino Hills On-Call Traffic Engineering Services	•	•	•	•	•	•	•	•	•		•	•	
City of Irvine On-Call Traffic Engineering Services				•	•	•	•			•			
Los Angeles County On-Call Traffic Engineering Services				•		•							
City of Anaheim On-Call Traffic Engineering Services	•				•	•							
City of Diamond Bar On-Call Traffic Engineering Services	•	•	•	•	•			•	•		•	•	•
OCTA Traffic Engineering Services	•		•	•	•	•	•		•	•		•	•
City of Pomona On-Call Traffic Engineering Services					•			•					
City of Inglewood On-call Traffic Engineering				•	•			•	•		•	•	
City of Lancaster On-Call Traffic Engineering Services	•		•	•	•								
City of Claremont On-Call Traffic Engineering Services								•					
Caltrans District 8 On-Call Traffic Engineering Services				•	•	•							
City of Culver City Adaptive Traffic Signal Implementation	•	•		•	•			•	•			•	•
City of Rancho Cucamonga On-Call Traffic Engineering Services	•				•								
City of Riverside On-Call Traffic Engineering Services					•								•

work plan | ADVANTEC will provide monitoring services of the city's Centrats system through VPN from our office in Irvine. We will set up a special workstation for Laguna Hills and our staff would regularly check on the hardware failure alarms and operational issues within the city. We have provided similar services to Chino Hills (Centrats), Diamond Bar (QuicNet), Rancho Cucamonga (Centrats), Inglewood (QuicNet) and currently City of Culver City (Transparity). **Our Task Leader, Jose Guedes, worked as TMC supervisor at Irvine City Hall for 12 years, managing the operations of 330 traffic signals.** He is intimately familiar with the city's needs in traffic signal operations and maintenance. Some of the other tasks we would perform may include:-

- Field review of operational and safety issues
- Development of Synchro model for citywide traffic signal synchronization purposes, and also inter-jurisdictional traffic signal synchronization
- Perform 'before' and 'after' studies of travel times, speeds, delays, etc.
- Coordinate Project P implementation of hardware and signal timing with OCTA and adjacent cities
- Evaluation of suitable signal system upgrades
- Evaluation of MUTCD signal operation requirements and ensure compliance
- Evaluation of need for bicycle detection and timing parameters
- Evaluation of Smart Cities and other advanced technologies, such as adaptive signal systems for Laguna Hills
- Site supervision of traffic signal turn-ons and equipment upgrades
- Coordination with maintenance contractor to resolve hardware issues

- Recommendation of citywide traffic signal operations parameters, including minimum green times, minimum and maximum cycle lengths, clearance intervals, etc.
- ADVANTEC will review the city's current traffic signal communication systems, traffic management system, type of signal controller system, and other existing field element. ADVANTEC can provide the city with an Advanced Traffic Management System (ATMS) Master Plan that will evaluate the city's current system and will provide a recommendation for the implementation of a state-of-the-art system that will be based on state/county system architectures, be able to provide real time information to the city and community, and can be integrated with adjacent agencies.

TRANSPORTATION ENGINEERING work plan

ADVANTEC will provide transportation engineering services and will assist in reviewing and analyzing existing/proposed transportation facilities and developments to ensure the safe and efficient operation of the transportation system. In addition, ADVANTEC will provide the following services under this task:

- Confirm the adequacy of transportation facilities
- Analyze and organize transportation funding programs and policies
- Analyze and prepare reports and provide recommendations relative to the City's transportation programs
- Prepare studies for future design and operation of street, pedestrian, bicycle, transit, and/or other transportation systems
- Evaluate or design intelligent transportation systems



work plan | ADVANTEC will review development traffic studies to ensure that the city's objectives are met and to provide conditions for approval. We will collect necessary documents, including reports and plans in order to analyze overall transportation needs.

ADVANTEC can also assist the City to ensure Measure M compliance through **our Project Manager, Ron Keith who is very familiar with OCTA practices.**

We will identify current funding sources available from federal, state and county agencies as well as other funding sources where funds may be available to improve the city's transportation system. ADVANTEC will review and analyze current transportation program and will provide alternatives/options and recommendations. ADVANTEC will review and analyze existing/proposed project conditions and will provide



recommendations to improve vehicle, transit, bicyclist, and pedestrian operations and circulation. ADVANTEC will prepare transportation studies which summarizes: the existing conditions, references requirements and assumptions, engineering analysis, and recommendations. Supporting technical data and graphical illustrations will be included in the reports.

PRESENTATIONS AT CITY COUNCIL AND TRAFFIC COMMISSION work plan

Our project manager, task leaders, and designated staff will be available to provide presentations at community meetings, city commission meetings, city council meetings, and any other public meetings that will require our assistance. ADVANTEC staff has provided presentations at public meetings for agencies throughout California. Presentations prior and during the public meetings included:

- Community meeting invitations
- Community meeting agendas
- Community meeting minutes



- Graphical illustrations
- Visual Simulations
- Traffic Simulations

work plan | ADVANTEC staff will coordinate project related community meetings/workshops with stakeholders and community as requested by the City. ADVANTEC staff will work with city staff to provide the necessary support staff at the meetings, supporting technical data, graphical illustrations, and visual simulations as necessary to the community meetings.



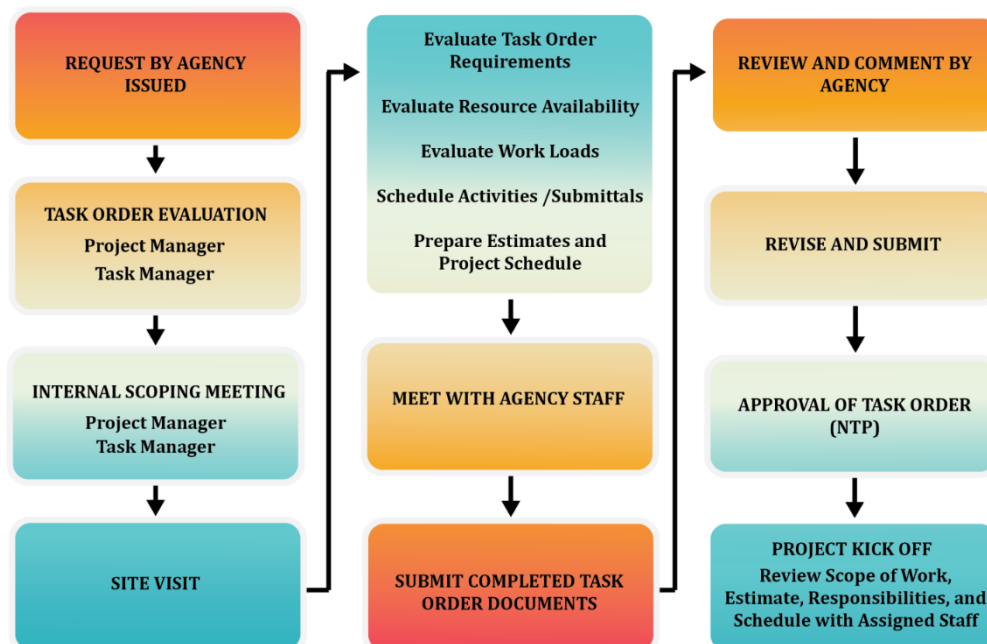
3.3 Project Management Approach

Typical Project Methodology

ADVANTEC's approach to planning and engineering projects is based on years of project experience completing planning and design projects for public agencies across California. Through this experience we have developed a logical, efficient approach that blends basic principles of civil engineering with our fresh, creative thought process. **Figure 3.1** illustrates our process once a task order is requested. One key element to our success is communication with the City's Project Manager from task order beginning to end to make sure that the City stays current on design issues. We understand the importance of responding quickly so that accurate decisions can be made. Recognizing that each project will develop its own challenges and unique tasks based on location, and that the breadth of study area and design issues will vary from project to project, we generally follow a similar approach when initiating a project task:

- 1) **Understand the City's Goals:** In order to be successful on any project, it is vital that the Project Manager and Task Leaders understand the final product. We will meet with City of Laguna Beach staff to learn what the important issues are on each task order. We will understand the budget, schedule, and scope of work before planning the project so that we can begin to formulate a detailed scope of work and identify critical path issues.
- 2) **Prepare a Detailed Work Plan:** We will define all project tasks, their relationship with one another, and their associated time frame for completion. We will develop a list of needs so that we can identify specialized expertise that may be required in order to maintain schedule and complete tasks. Budgets will be established for each task to ensure that the project team stays on track. We will provide City staff with a detailed Project Schedule. In addition, we will provide the City of Laguna Beach with our Project Management Plan, Quality Control/Quality Assurance Plan, and Resource Plan.

Figure 3.1 – Process for Managing Task Order Requests



Project Execution

Following notice to proceed, we will coordinate resources, oversee the completion of technical tasks, and keep the project team and stakeholders informed of the project's status and any new findings. Our Project Manager will continuously monitor the project's progress, budget and schedule to identify areas requiring attention. Phone conferences will be held with the City's project manager and key stakeholders regularly to identify issues early and keep everyone informed of the project's status. ADVANTEC uses various project management tools that will give all team members and City staff access to archived deliverables, milestone schedules, to-do lists, and a history of project communications — further fostering a collaborative working environment.



Experience Working with Concurrent Task Assignments

ADVANTEC takes great pride in our long standing history of providing on-call traffic and transportation services for public sector clients. In southern California, we have provided these services to the cities of Newport Beach, Long Beach, City of Anaheim, City of Diamond Bar, City of Chino Hills, County of Los Angeles, OCTA, and Caltrans, as well as several other public agencies throughout California. Our staff is accustomed to meeting demanding project schedules by pooling our resources from skilled staff throughout the region, when necessary, to ensure our clients are provided the highest quality of service and on-time performance.

3.4 Project Innovations

The ADVANTEC Team understands that every project is unique and may have different constraints and/or issues. Our senior ITS engineers proud themselves by bringing innovative solutions to our clients that meet the projects' goals and objectives; and at the same time, it will provide project enhancement, community acceptance, and meets the projects' budgets and schedules. We have brought these types of innovative solutions to the following projects shown in **Table 3.1**.

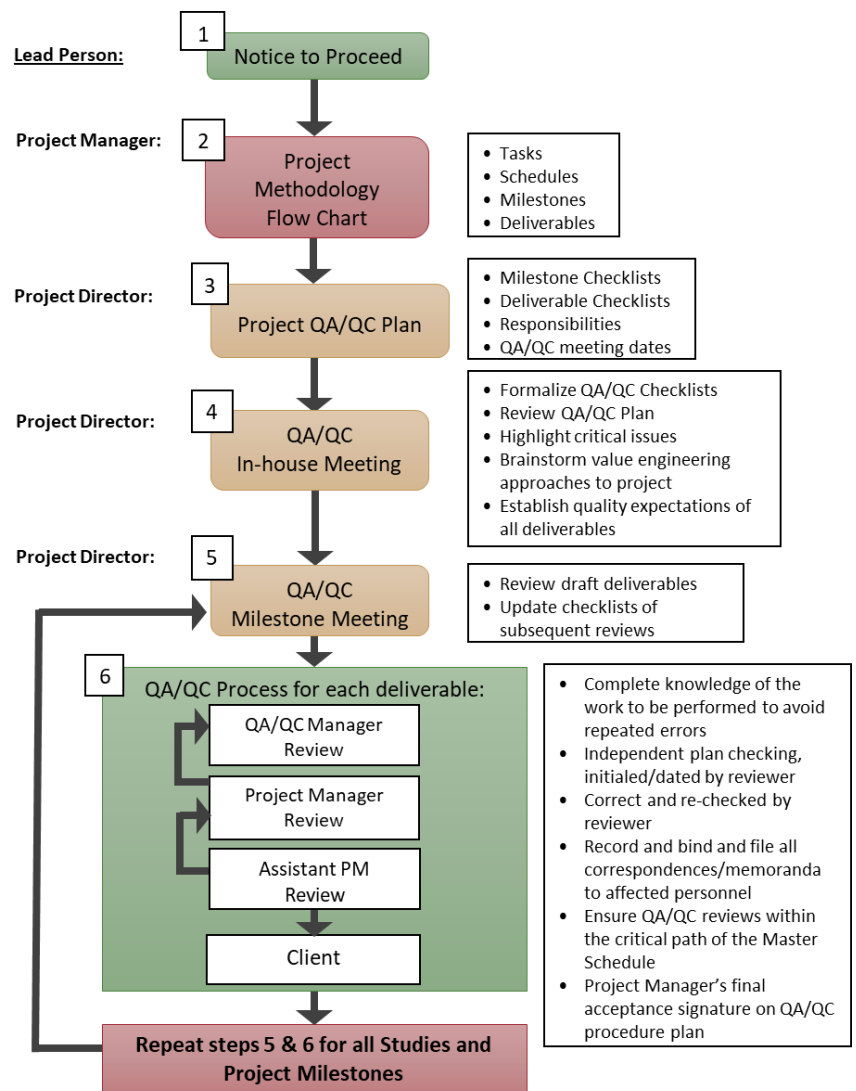
Table 3.1 – Innovative Project Solutions

Coachella Valley Association of Governments (CVAG) Regional Traffic Signal Synchronization Project - Regional Traffic Signal and Communication Master Plan - Provide planning/design for connected vehicles, autonomous vehicles, big data, integrated corridor management (ICM), and Smart Cities initiatives throughout the region - Planning/design for 1st Regional TMC and connectivity to 9 local cities, Caltrans D8, & County TMCs - Creation of 1st local Transportation Systems Management and Operations (TSM&O) Committee for regional operations	Culver City CCTV System Gap Closure Project - Added 14 new CCTV camera systems locations due to value engineering - Provided a technology assessment and vendor presentations to select a preferred CCTV and video management system prior to bid - Prepared justification letter for the additional cameras & preferred system to funding source (Metro) – Approved first submittal - Selected new HD IP CCTV cameras with analytics - Updated communication network topology and provide redundancy
OCTA Magnolia Traffic Signal Synchronization Project - Design-build of traffic signal and communications infrastructure within 6 cities along the corridor - Build consensus on cycle length with cities. Maintain cross street major arterials signal parameters while synchronizing the corridor - Connection of radio antenna onto 170 controllers bypassing the Ethernet switch in Huntington Beach	City of San Clemente Traffic Signal Synchronization Project - Designed Ethernet over copper and fiber optic network along 4 corridors, including innovative use of Ethernet Radio communications through a hilltop transceiver to communicate back to the City Hall - Assisted city staff to evaluate, select, and implement the Intelight Maxview Traffic Signal System and ATC controllers with Maxtime firmware. This is the state-of-the-art web based traffic signal system
Fairview Road Traffic Signal Synchronization Project - Design-build of traffic signal and communications infrastructure within cities of Costa Mesa and Santa Ana, and Implemented signal timings in MIST systems in both cities - Provided fiber optic cable to Caltrans hub to allow video streaming of CCTV images of city cameras to Caltrans TMC - Implemented Bluetooth travel time equipment for Santa Ana - Developed special event signal timing plans for Orange County Fair	City of Culver City Adaptive Signal System Project - Developed functional specifications, performance specifications for procurement of adaptive signal system – the first Performance Specifications of this natureImplemented McCain's Transparency Adaptive Traffic Signal System – the first citywide implementation of Transparency adaptive system. - Troubleshoot hardware and software issues - Finetuned adaptive signal timing parameters - Responded to citizens comments on signal operations

3.5 Quality Assurance/Quality Control

Based on our Quality Assurance / Quality Control Program and before any project deliverable is provided for review to a Client, it must initially pass our internal quality review process as shown in the figure below which consists of a series of separate reviews to ensure a product is free of mistakes before being submitted to the agency. Following review, the agency's comments are address and the process is repeated. ADVANTEC's Quality Assurance process is led and orchestrated by the Project Manager with all project personnel participating directly in the process as independent reviewers. This process ensures that all project deliverables are of the highest quality and that comments from the agency have been properly addressed. Following are the key elements of our Quality Assurance Program:

- Prepare detailed work plans and schedules
- Establish milestones for submittals and progress reviews
- Provide independent peer review throughout the design process
- Support the Project Manager with permanent, tailored design team
- Understand / maintain the agency's CAD Management System to ensure Team understands the project CAD requirements
- Establish open communication on a regular basis between the client and Project Manager to ensure expectations are clear
- Hold project coordination meetings on a regular basis, with the frequency depending on the complexity of the project
- Hold weekly scheduling and budget administration meetings that allow for proper resource allocation and staff assignments
- Review weekly financial reports to enable proper budget planning
- Incorporate design team review comments during the design process to provide a real-time quality control check



3.6 Schedule and Communication Plan

Since this is an on-call contract, the schedule for each task would be individually developed and agreed upon with city staff. Figure 3.1 showed the typical work flow of receiving a task order from the City to completion of the work. We understand that time is of essence and we will perform all tasks expeditiously and within the city's schedule constraints. In situations where unforeseen conditions cause the schedule to slip, we will inform city staff in the first instance, and take corrective measures to get the project back on-schedule, or develop a revised schedule in conjunction with and approval of City staff.

ADVANTEC understands that through this on-call contract, ADVANTEC will provide on-call traffic engineering services upon request from City Staff. Services provided will be timely and responsive. Our Project Manager will respond to all emails and phone calls within 24 hours. Our office in Irvine is within 15 minutes from Laguna Hills, and we will be able to come to city hall to attend meetings at moment's notice.

Some of the functions, such as monitoring of traffic signal operations and hardware failures, ADVANTEC will proactively provide a **daily log** of all the key events and send these logs to the city on regular basis; Upon identification of critical hardware failures, ADVANTEC will immediately notify the maintenance contractor and relevant parties.

When the City issues a task order to ADVANTEC, our Task Order Manager will communicate regularly with city's project manager to report progress and updates. At a minimum, weekly progress updates will be provided by emails, and monthly progress meetings may be conducted with major tasks to ensure that the projects are on schedule.

3.7 Certificate of Insurance & Certification of Proposal

ADVANTEC has reviewed the insurance coverage requirements and will provide Certificate of Insurance to city once we are selected.

ADVANTEC has also reviewed the *Sample Draft Professional Services Agreement* and has no comments. The Certification of Proposal and other forms are signed and also attached in Appendix.

**APPENDIX -
Key Staff Resumes
Required Forms**

Carlos A. Ortiz, PE, TE, PTOE

Project Director

Mr. Ortiz has extensive experience managing Traffic Engineering and Intelligent Transportation System (ITS) projects for numerous agencies throughout California. He has worked on many complex projects and has the ability to resolve problems quickly and efficiently by drawing on his 30 years of experience, exclusively in the field of ITS and traffic engineering.

Mr. Ortiz serves on ITE International Board of Direction as International Director, representing ITE Western District. Mr. Ortiz also serves on the Board at ITS California, where he serves as the Southern California Section Chair and Outreach Committee Chair. Some of his notable projects are as follows:

Relevant Projects:

On-Call Traffic Engineering Services (Laguna Beach, CA) - Project Director. As part of the City of Laguna Beach On-Call Traffic Engineering Services, ADVANTEC was retained by the City of Laguna Beach to perform traffic engineering analysis at Alta Laguna Boulevard and the Top of the World Trail access point. This study analyzed the existing trail access entrance area and summarized existing conditions, vehicle, pedestrian, and bicyclists travel patterns on a typical weekday and a weekend day for a two-year period (2017 and 2018). The objective of the traffic study was to evaluate existing conditions for pedestrian, bicyclist, and vehicular patterns and to observe if any notable changes have occurred since the opening of this facility.

On-Call Traffic Engineering Services (Newport Beach, CA) - Project Director. As part of the City of Newport Beach On-Call Traffic Engineering Services, ADVANTEC has provided traffic signal and signing and striping plans, technical specifications, and engineer's estimates for multiple intersection improvements. The projects included improvements of the traffic signal equipment, signal communication upgrades, and replacement of pedestrian ramps.

On-Call Public Works Services - Alicia Parkway at Marguerite Parkway and Santa Margarita Parkway at Marguerite Parkway Intersection Improvements Project (Mission Viejo, CA) – Project Manager. ADVANTEC was responsible for the preparation of plans, specifications, and estimates (PS&E) for signing/striping, traffic signal modifications, raised median/roadway improvements, pedestrian ramp improvements, landscaping improvements, and street lighting improvements at two signalized intersections, Alicia Parkway at Marguerite Parkway and Santa Margarita Parkway at Marguerite Parkway. The objective of the project was to increase capacity and improve traffic flow at each intersection by providing dual left turn lanes and increasing the width of existing Class II bicycle lanes; hence providing de-facto right turn lanes. Project improvements include class II bicycle lane signing/striping and detection at traffic signals, providing new countdown pedestrian heads, construct ADA compliant pedestrian ramps, and new advance and presence loops for vehicle and bicycle lanes.



Registration:

Civil Engineer, CA, C057535
Traffic Engineer, CA, 2025
Civil Engineer, AZ, 34333
Professional Traffic
Operations Engineer, US, 426

Years of Experience: 31

Years with Firm: 5

Education:

B.S., 1989, Civil Engineering,
California State Polytechnic
University, Pomona

Professional Affiliations:

**School of Civil Engineering
Industry Advisory Council (IAC),
California State Polytechnic
University, Pomona**

ITE International, Board Member

- ITE International Board of Direction
- TSMO Council
- Transportation Consultant Council
- Industry Council
- Advocacy Committee
- Nomination Committee

ITS California, Board Member

- ITS CA Board of Direction
- ITS CA Partnership Chair
- ITS CA Southern Section Chair
- ITS CA Annual Conference Committee

Ron Keith, TSOS

Project Manager

Mr. Ron Keith is a Senior Project Manager and brings over 50 years of highly technical professional business experience in the fields of Intelligent Transportation Systems (ITS), engineering, planning, and design and has a concentrated effort toward Traffic Signal Operations and Transportation Systems Management and Operations (TSMO). He provides a balanced understanding of projects from all points of view as he has vast experience in the public, private enterprise, and contractor/vendor areas. He always is creative, detail oriented, and has proven to be a skilled mediator between these very different facets of transportation infrastructure especially on design-build projects. His personal mantra towards all projects is "Never Fail". His skills in this area are unmatched with a record of success in project management, on-time and on-budget project delivery, and has a proven ability to foster strong positive client relations.

Relevant Projects:

Orange County Transportation Authority (OCTA) (Orange, CA) – Project Manager III. Project Manager for Measure M (M1) and Renewed Measure M (M2) regional traffic signalization projects for all of Orange County California. The M1 program, funded 100% by OCTA, began in 2007 and were all multi-jurisdictional with minimum two and up to ten partnering agencies per project. The M2 projects were similar with matching funds provided by the participants. The two programs are considered a diamond effort and the signature ITS program of the Western region. Projects included the two original demonstration pilot projects on Euclid Street and Oso Parkway/Pacific Park Drive, a Southern California Association of Governments (SCAG) Transportation Solution Programs of three major corridors of Harbor Boulevard, State College Boulevard/Bristol Street, and Westminster/17th Street, respectively; the 10 corridor Traffic Light Synchronization Program funded by M1 and Proposition 1B (Prop 1B/TLSP) on Alicia Parkway, Beach Boulevard (SR-39), Brookhurst Street Chapman Avenue, Edinger Avenue, El Toro Road, Katella Avenue, La Palma Avenue, Orangethorpe Avenue, and Yorba Linda Boulevard, respectively (M1). From early 2010 through 2019, Mr. Keith managed the Regional Traffic Signal Synchronization Program (RTSSP) covering a network of 2000+ intersections over 750 miles of high volume arterial corridors (M2). Mr. Keith and his staff supported by specialty traffic engineering consulting firms, has led over 70 of these multijurisdictional signal synchronization projects for all 34 Orange County cities, the County of Orange, and Caltrans.

On-Call Traffic Engineering Services (OCTA – Orange County, CA) – Project Manager - Mr. Keith was the Project Manager for the creation and management of three distinct benches of on-call consulting engineering firms in support of the entire traffic signal synchronization program for OCTA from 2008 through 2019, Mr. Keith negotiated and wrote Cooperative Agreements for over 39 projects between neighboring/participating agencies on each project; wrote Scopes of Work and Request for Proposals for each of the three benches, wrote Scopes of Work and Agreements between the consultants and OCTA; issued Contract Task Orders to each of the consultants on a rotational basis for each of the 39 projects; managed each project including reports; initiating complex contract amendments for change orders; and reported to the Board of Directors of OCTA and elected officials of partner cities on progress and success for each project on a semi-annual basis. During this time, Mr. Keith assisted and managed leveraged external funding for these projects from AQMD, CMAQ, SCAG, and others, providing the required information and reporting details. Prior to his retirement from OCTA,



Registrations:

Traffic Signal Operations Specialist (TSOS)
Transportation Professional Certifications Board

Years of Experience: 51

Years with Firm: 1

Education:

Various Classes U.C. Extension, ITE, MTA, Traffic Ware, VISSIM, PASSER II, TRANSYT 7F, 1972- present

Civil Engineering Technology, Orange Coast College, 1972

Professional Affiliations:

Institute of Transportation Engineers

Intelligent Transportation Society of California

Past President of the Orange County Traffic Engineering Council

John A. Dorado, PE

Task Leader

Mr. John Dorado is a Senior Engineer/Senior Project Manager. Mr. Dorado is a dedicated and technically skilled business professional with over 24 years of experience in the field of Intelligent Transportation Systems (ITS) engineering, planning and design, traffic engineering, and transportation planning. He provides a balanced understanding of projects within the public and private sectors and skillfully meets challenges and creates positive change. He is creative and detail-oriented with a record of success in project management, on-time and on-budget project delivery, and has a proven ability to foster strong positive client relations.

Relevant Projects:

On-Call Traffic Engineering Services (Newport Beach, CA) – Project Manager. Mr. Dorado is responsible for providing the on-call traffic engineering services to the City of Newport Beach. Our services consist of the preparation PS&E for Traffic/Transportation/ITS engineering projects; preparation or review traffic and transportation planning studies; preparation or review traffic signal timing and signal coordination plans; preparation conceptual design plans/exhibits; preparation cost estimating and value engineering services; provide bid support and preparation of record drawings; including other engineering-related tasks, as necessary, such as: complete streets enhancements, roadway geometrics, sustainable site improvements, and ADA considerations, grant application preparation, traffic signal and signal communication inspection, and CADD support services. As each task order is requested, John coordinates with the City's traffic engineering manager to confirm the project's purpose and desired outcomes. He selects our team members based on project needs and our team members' experience and skills. He develops the scope of work and provides a schedule and budget for each project. Following notice to proceed, John coordinates resources, oversees the completion of technical tasks, and keeps the project team and stakeholders informed of the project's status and any new findings. As each project comes to a close, John confirms that all final deliverables have been provided and that final invoices are processed quickly to facilitate contract administration.

On-Call Traffic Engineering Services (Laguna Beach, CA) - Project Director. As part of the City of Laguna Beach On-Call Traffic Engineering Services, ADVANTEC was retained by the City of Laguna Beach to perform traffic engineering analysis at Alta Laguna Boulevard and the Top of the World Trail access point. This study analyzed the existing trail access entrance area and summarized existing conditions, vehicle, pedestrian, and bicyclists travel patterns on a typical weekday and a weekend day for a two-year period (2017 and 2018). The objective of the traffic study was to evaluate existing conditions for pedestrian, bicyclist, and vehicular patterns and to observe if any notable changes have occurred since the opening of this facility.



Registration:

California, Civil Engineering
No. 74405

IMSA Certified Traffic Signal
Field Technician Level II,
No. BE_106965

IMSA Certified Traffic Signal
Technician Level I,
No. AA_106965

IMSA Certified Work Zone
Temporary Traffic Control
Technician, No. ZZ_106965

Years of Experience: 21

Years with Firm: 4

Education:

California State University,
Fullerton, CA – 1999, BS Civil
Engineering

Professional Affiliations:

Institute of Transportation
Engineers (ITE)

Orange County Traffic
Engineering Council (OCTEC)

International Municipal Signal
Association (IMSA)

Jose Guedes, TE

Task Leader

Jose Guedes is a senior engineer and the team leader in the Traffic Signal Synchronization practice for ADVANTEC. He has over 30 years experience in traffic forecast/modeling, traffic operations and engineering, including 23 years in traffic signal synchronization project management on over 2500 intersections.

Relevant Projects:

SANBAG Tier 3 & 4 Traffic Signal Synchronization (San Bernardino County, CA) - Project Manager. Jose was responsible for signal synchronization project consisting of approximately 700 signalized intersections and 15 separate jurisdictions in the San Bernardino Valley. Managed the development, implementation, and fine tuning of new signal timing, working with each agency to monitor and fine-tune timing plans after field implementation.

Adaptive Traffic Control System Evaluation Study (Lancaster, CA) - Project Manager. Project consisted of preparing an Evaluation Study to assist the City of Lancaster in selecting an Advanced Traffic Management System (ATMS), and to analyze the cost-effectiveness of deploying an Adaptive Traffic Control System (ATCS) at selected corridors. Project included: defining City's objectives, set up system presentations and evaluation, identify candidate corridors, identify infrastructure improvements, perform cost/benefit analysis, and prepare study report.

Irvine Boulevard Regional Traffic Signal Synchronization Project (Irvine, CA) – Project Manager. Project included signal synchronization of 28 signals along corridor, and implementation of new signal controllers into new Central System (Centracs). Project scope consisted of: calculation of new timing parameters (yellow clearance, pedestrian clearance, bicycle minimum green) in accordance to MUTCD; collection of 7-day ADT and turning movement counts; development of optimized synchronization timing plans for AM, Off-peak, Midday, PM and Evening periods; Before and After Study with video recording of travel runs; programming of new controllers; timing implementation and fine-tuning; and preparation of project final report. Project also included a two-year operation and monitoring phase, with monthly travel time surveys and synchronization timing monitoring.

Jeronimo Road Traffic Signal Synchronization and ITS Project (OCTA, Orange County, CA) - Project Manager. Funded by OCTA's Project P program, this project included development of signal synchronization (16 signals), and implementation of Ethernet-over-copper communications, cabinet and detection upgrades, and installation of pedestrian count-down modules within the cities of Lake Forest and Mission Viejo. Project also included a two-year operation and monitoring phase, with monthly travel time surveys and synchronization timing monitoring.



Registration:

Traffic Engineering, CA TR1861

Years of Experience: 30

Years with Firm: 10

Education:

M.S, Transportation Engineering, University of California, Irvine, 1990

B. S., Civil Engineering, Universidade de Sao Paulo, Brazil, 1986

Professional Affiliations:

Institute of Transportation Engineers (ITE)

Lawrence Tai, TE

Task Leader

Lawrence Tai is a project manager in ADVANTEC. In his first job, he worked at DKS Associates in many traffic signal timing coordination projects using TRANSYT 7F. He later worked at the City of Oakland as a Transportation Engineer and obtained his Professional Traffic Engineer registration in CA in 1987. He later relocated to Southern California and worked in the City of Pasadena as the Principal Traffic Engineer covering a wide range of areas in Traffic Engineering, operation and safety, traffic study reviews, and was involved in Transportation Management including working with the Planning Department on the City's Growth Management Program. He started working in the Riverside County Transportation Department in 1990 as the Deputy County Traffic Engineer. In 2018, he retired as the County Traffic Engineer. In his 28 years with RCTD, he managed the Traffic Engineering and Design Division working with state, local and law enforcement agencies. His responsibilities included traffic investigations, traffic operation and safety, traffic signal design and operations, grant preparations and expert witnessing in traffic collision legal cases.

Recently, Lawrence joined ADVANTEC as a Project Manager, and hopes to continue to contribute to furthering traffic safety and assisting local agencies.

Professional Experience

Over 35 years of Transportation and Traffic Engineering experience in both private and public sectors. Lawrence is experienced in various aspects of Transportation and Traffic Engineering.

Transportation Planning

Lawrence served on the multi-disciplinary team on Growth Management in the City of Pasadena. He prepared, reviewed, and commented on a number of traffic impact studies for new developments, with respect to traffic circulation and access, intersection capacity, parking, transit and cumulative analysis.

Traffic Operations

Lawrence supervised staff in maintaining various traffic data bases and programs, including traffic control device inventory, traffic volume data base, speed zone programs, school zone and railroad crossing data bases. He prepared and implemented traffic signal coordination timing. He reviewed traffic signal design and construction traffic management plans. Lawrence ddvised project managers in traffic engineering aspects of design and construction of capital projects including freeway interchange and railroad grade separation projects.

Supervision and Administration

Over 30 years of experience in supervising engineering and technical staff in the area of traffic design, including traffic signal design and construction projects, traffic operations, and traffic safety. Lawrence directed and provided guidance in applying for grants such as OTS, CMAQ, HES, HSIP, HR3, SR2S, SRTS, SB821, ATP and Section 130 Grade Crossing Improvement Programs. Lawrence represented Transportation Department at various public meetings. He had extensive experiences dealing with communities, neighborhood groups, school districts, and individual citizens. Lawrence worked with counterparts from Caltrans, neighboring counties, cities, law enforcement entities, railroad companies and other public agencies such as RCTC and CPUC. Served as expert witness on behalf of the County of Riverside and provided declarations and testimonies on legal cases involving traffic collisions and safety.



Registration:

Traffic Engineering, CA TR1437

Years of Experience: 38

Years with Firm: 1

Education:

M.S, Civil Engineering,
University of California,
Berkeley, 1982

B. S., Civil Engineering,
California State Polytechnic
University, Pomona, 1981

Professional Affiliations:

Member, Institute of
Transportation Engineers (ITE)

Lifetime member, Tau Beta Pi
Engineering Honor Society

City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 14 day of APRIL, 2020, at IRVINE, California.



Signature of Authorized Representative

LEO LEE

Name of Authorized Representative

CEO

Title of Authorized Representative

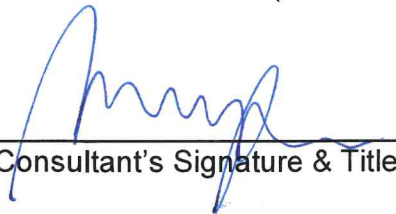
City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

ATTACHMENT 2

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: ADVANTEC CONSULTING ENGINEERS, INC.
Name (Please Print or Type)

By: 
Consultant's Signature & Title

Date: APRIL 14, 2020

This executed form must be submitted with proposal.

City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

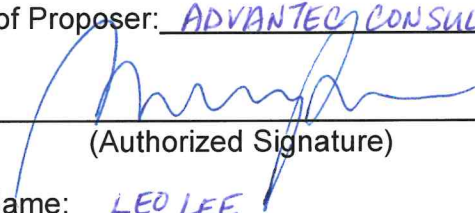
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from April 14, 2020.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 14 day of APRIL, 2020, at IRVINE, California.

Name of Proposer: ADVANTEC CONSULTING ENGINEERS, INC.

By: 
(Authorized Signature)

Type Name: LEO LEE

Title: CEO

Date: APRIL 14, 2020



CITY OF LAGUNA HILLS

April 2, 2020

To all Proposers:

SUBJECT: ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS (RFP) FOR ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT AND TRANSPORTATION ENGINEERING SERVICES

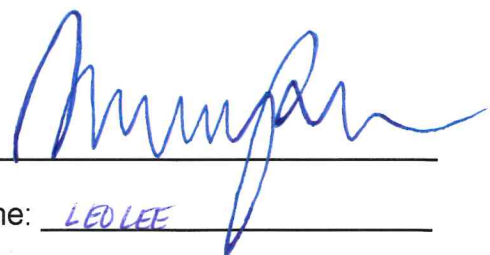
Please take note of the following modifications to the subject RFP. Please acknowledge this Addendum No. 1 and include a counter-signed copy in your Proposal.

1. Section 1. C. "**Instructions to Proposers and Procedures for Submittal**" and Section 2. "**PROPOSAL RESPONSE REQUIREMENTS**" are changed. Proposer shall submit one electronic copy of their Proposal, as one file, and one electronic copy of their Fee, as a second file, each clearly labeled, to Kenneth Rosenfield at this email address Krosenfield@lagunahillsca.gov by the due date and time as stated in the RFP. The electronic copy shall not exceed 20 MB and shall still comply with all other submission requirements identified in the RFP. Proposer remains solely responsible to confirm the City's receipt of the email submission by the due date and time. In addition, Proposer shall mail, by USPS, one original wet signed Proposal, one original wet signed Fee and one flash drive, post marked by the due date, to the address of record in the RFP. Copies of the Proposal are no longer required.
2. In-person interviews shall not be held. Interviews shall be held in the form of a video conference. Consultants selected for an interview shall provide a video link for the interview at their sole cost at the time and date specified by the City.
3. By issuance of this Addendum No. 1, there are no other changes to the RFP.

Sincerely,

Kenneth H. Rosenfield, P.E.
Assistant City Manager/Public Services Director

Receipt acknowledged:

By: 

Name: LEO LEE

Firm: ADVANTEC CONSULTING ENGINEERS, INC.

24035 El Toro Road • Laguna Hills, California 92653 • (949) 707-2600 • FAX (949) 707-2633
Website: www.ci.laguna-hills.ca.us

Attachment: Proposed Agreement with Advantec Consulting Engineers, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)

April 14, 2020

City of Laguna Hills
Assistant City Manager/Public Works Director
24035 El Toro Road
Laguna Hills, CA 92653

ATTN: Mr. Kenneth Rosenfield, P.E.
Assistant City Manager/Public Services Director

Subject: Proposal for On-call Traffic Engineering, Traffic Signal Operations and Transportation Engineering Services

Dear Mr. Rosenfield,

ADVANTEC Consulting Engineers, Inc. (ADVANTEC) is pleased to submit this fee proposal to provide the City of Laguna Hills On-call Traffic Engineering Services. This billing rate table will be valid for 2020-2021.

As CEO of the company, I certify the information contained in this proposal is truthful, accurate, and complete at the time of its submission. This proposal will remain valid for a period of not less than 90 days from the day of submittal. Should you have any questions, please contact me at leolee@advantec-usa.com or 949.861.4999.

We appreciate this opportunity to work with the City of Laguna Hills.

Sincerely,

ADVANTEC Consulting Engineers, Inc



Leo Lee
CEO

Attachment: Proposed Agreement with Advantec Consulting Engineers, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)

Hourly Rates

Effective January 2020

<u>Classification</u>	<u>Rate</u>
Project Director III	\$300 / hour
Project Director II	\$280 / hour
Project Manager/Senior Engineer VIII	\$250 / hour
Project Manager/Senior Engineer VII	\$230 / hour
Project Manager/Senior Engineer VI	\$200 / hour
Project Manager/Senior Engineer V	\$180 / hour
Engineer / Planner IV	\$160 / hour
Engineer / Planner III	\$140 / hour
Engineer / Planner II	\$130 / hour
Engineer / Planner I	\$120 / hour
Assistant Engineer	\$110 / hour
Design Technician V	\$140 / hour
Design Technician IV	\$120 / hour
Design Technician III	\$100 / hour
Administrative III	\$ 110 / hour
Administrative I	\$ 95 / hour

Direct Costs

Effective January 2020

Mileage	IRS Current Rate
In House Plotting (Mylar)	\$20.00 per D-size sheet
In House Plotting (Bond)	\$10.00 per D-size sheet
Other Direct Costs	At Cost + 10% admin

PROFESSIONAL SERVICES AGREEMENT

Hartzog & Crabill, Inc.

On-Call Traffic Engineering, Traffic Signal Operations Support, and Transportation Engineering Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2020 by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and HARTZOG & CRABILL, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed full-service traffic engineering firm to provide the City with on-call traffic engineering, traffic signal operations, and transportation engineering consulting and support services, as well as to provide the City with other as-needed traffic engineering consulting services on a Task Order basis, as may be required fulfill the City's operational needs and to support the Capital Improvement Program (the "Project").

B. In response to City's Request for Proposals, dated March 9, 2020, Consultant has submitted to City a proposal, dated April 14, 2020, to provide professional traffic engineering, traffic signal operations, and transportation engineering consulting and support services, as well as to provide the City with other as-needed traffic engineering consulting services, on an on-call basis to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these professional services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, and technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional

traffic engineering consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated April 14, 2020, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant’s signed, original Proposal/Scope of Work dated April 14, 2020 (“Consultant’s Proposal”) and submitted to City, which shall both be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal is attached hereto as Exhibits “A” and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant’s Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant’s Proposal (Exhibit “A”).

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. 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 Work and 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 performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold 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 such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement

and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Consultant's Proposal/Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Annual Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges as set forth in the Schedule of Compensation/Fees, which is attached hereto collectively as Exhibit "A" and is incorporated herein by reference, but not exceeding the annual maximum contract amount of One Hundred Thousand Dollars (\$100,000.00) (hereinafter referred to as the "Annual Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2020 through June 30, 2022). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting

forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/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.

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

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to

renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions ("Renewal Option").

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Trammell Hartzog, President.** It is expressly understood that the experience, knowledge, education, capability, expertise, 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 Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by

operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility & Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. **Automobile Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars

(\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: 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.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. 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 written approval. 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. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

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; and

2. Additional Insured Endorsements: 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 Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance 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.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance 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.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. 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 written approval. The certificates of insurance and original 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. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies, or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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 hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

7. REPORTS AND RECORDS

7.1 Accounting 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 to 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.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or

Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 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. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as 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 Orange, 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.

8.2 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.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies 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 and 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.

8.7 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 declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it 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.

9.3 Covenant Against Discrimination. In connection with its performance under

this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
 Attention: City Manager
 24035 El Toro Road
 Laguna Hills, California 92653
 Telephone: (949) 707-2600
 Facsimile: (949) 707-2633

To Consultant: Hartzog & Crabill, Inc.
 Attention: Trammell Hartzog, President
 17852 E. 17th Street, Suite 101
 Tustin, California 92780
 Telephone: (714) 731-9455
 Facsimile: (714) 731-9498

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. 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 hereto.

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not

violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 Labor Code Requirements.

A. 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 Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. 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. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or 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 Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY"
City of Laguna Hills,
 a California municipal corporation

 JANINE HEFT,
 Mayor

ATTEST:

(SEAL)

 MELISSA AU-YEUNG,
 Assistant to the City Manager/City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
Hartzog & Crabill, Inc., a California
 corporation

By: _____

TRAMMELL HARTZOG, President

By: _____

GERALD J. STOCK,
 Executive Vice President/ Secretary

Attachment: Proposed Agreement with Hartzog & Crabill, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

FOR

**ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT,
AND TRANSPORTATION ENGINEERING CONSULTING SERVICES**

DATED: APRIL 14, 2020

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

Attachment: Proposed Agreement with Hartzog & Crabill, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)



Trammell Hartzog, President
 Gerald J. Stock, PE, TE,
 Executive Vice President

17852 E. 17th Street
 Suite 101
 Tustin, CA 92780

Phone: (714) 731-9455
 FAX: (714) 731-9498

www.hartzog-crabill.com

April 14, 2020

Mr. Kenneth H. Rosenfield, PE, F.ASCE
 Assistant City Manager/Public Services Director
City of Laguna Hills
 24035 El Toro Road
 Laguna Hills, CA 92653

**SUBJECT: PROPOSAL FOR ON-CALL TRAFFIC ENGINEERING,
 TRAFFIC SIGNAL OPERATIONS SUPPORT, AND
 TRANSPORTATION ENGINEERING SERVICES**

Dear Mr. Rosenfield:

Hartzog & Crabill, Inc. (HCI) is pleased to submit this proposal to the City of Laguna Hills to provide all requested **On-Call Traffic Engineering, Traffic Signal Operations Support, and Transportation Engineering Services**. HCI understands that it is the City's intent for this process to result with entering into non-exclusive, multi-year professional services agreements with multiple qualified traffic engineering firms on an on-call basis. Once a firm is approved, the City may authorize a firm to complete specific services on a Task Order basis as deemed necessary to fulfill the City's needs. As we are one of the incumbent firms, HCI proposes to continue providing our professional traffic engineering services to the City addressing all tasks identified in the City's Request for Proposal (RFP), dated March 9, 2020.

HCI has thoroughly examined and become familiar with the work required under this RFP, and is capable of performing quality work to achieve the City's objectives under a new 5-year contract that will begin on July 1, 2020. HCI acknowledges receipt of Addendum No. 1 (signed form attached). The City's RFP, and Addendum No. 1, are incorporated in their entirety as part of our proposal.

During the past (26) years, City of Laguna Hills and HCI staffs have worked together to establish the foundation for a viable, responsive traffic engineering function. We look forward to continue sharing our experience and expertise in building on this foundation toward a goal of ever-improving traffic safety and efficiency in the City, by augmenting the City's professional traffic engineering capabilities and providing high-quality, very timely expertise, when needed.

As you know, I, Trammell Hartzog, am president and co-owner of HCI, a California corporation, and am legally authorized to commit to contractual terms and conditions resulting from this submittal. Gerald J. Stock, PE, TE, is executive vice-president, co-owner of HCI, and is also legally authorized to commit to contractual terms and conditions resulting from this submittal. Please see a copy of our Certificate of Incumbency attached at the end of this proposal.

Attachment: Proposed Agreement with Hartzog & Crabill, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)

Mr. Kenneth Rosenfield, PE, F.ASCE
 April 14, 2020
 Page 2 of 2

Our general company information, including legal name, address, telephone number, and title information of our two company principals is provided below:

Hartzog & Crabill, Inc.
 17852 E. 17th Street, Suite 101
 Tustin, CA 92780
 Phone (714) 731-9455
 Attn: Mr. Trammell Hartzog, President
 Email: trammell@hartzog-crabill.com
 Attn: Mr. Gerald J. Stock, PE, TE, Executive Vice President
 Email: jstock@hartzog-crabill.com

If selected, Mr. Jerry Stock and I will remain as the principal representatives from HCI to continue providing the requested services to the City of Laguna Hills. In addition, our Senior Engineers, Mr. Scott Ma, PE, TE, and Mr. Bernie Dennis, TE, as well as our Associate Engineer, Mr. Michael Vallado, will remain available for any requested on-call traffic engineering services.

As we currently have a contract with the City for traffic signal operations support services, HCI is very familiar with the City of Laguna Hills' agreement and insurance requirements. Upon execution of a new agreement, HCI confirms that our insurance shall meet or exceed the City's RFP requirements. A copy of our current insurance certificate is attached for the City's review.

HCI is proposing this project as a sole prime contractor, and does not intend on using any sub-contractors, with exception to requested traffic count data collection and design potholing. The attached proposal will remain valid for a period of (180) days from the date of this submittal letter, and may be extended by written authorization by HCI upon request by the City.

We encourage City staff to contact our references listed in our proposal, solicit additional information regarding our firm's personnel and qualifications, and even visit our office at your convenience to see our automated traffic signal system operation first hand. By signing this cover letter of transmittal below, we both attest that all information submitted in the attached proposal is true and correct. On behalf of our entire HCI staff, we sincerely appreciate the opportunity to submit this proposal and being considered to continue serving your community.

Very truly yours,
HARTZOG & CRABILL, INC.


 Trammell Hartzog
 President


 Gerald J. Stock, PE, TE
 Executive Vice President
 City & Traffic Engineering Services

Attach: Proposal

PROPOSAL FOR ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT, AND TRANSPORTATION ENGINEERING SERVICES

Prepared for:

**City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653**

Attention:

**Mr. Kenneth H. Rosenfield, PE, F.ASCE
Assistant City Manager / Public Services Director**

Presented by:

**Hartzog & Crabill, Inc.
Traffic Engineers
17852 E. 17th Street, Suite 101
Tustin, CA 92780
(714) 731-9455**



April 14, 2020

Table of Contents

Section	Description	Page No.(s)
A	Cover Letter	<i>initial pages</i>
B	Company Data	1 - 4
C	Resumes and Qualifications of Personnel	5 - 8
D	Organizational Chart	9 – 10
E	References	10 – 11
F	Project Understanding, Overview and Approach	12 – 22
G	Schedule	23
H	Communication Plan	23
I	Compensation / Payment Schedule	23
J	Certificate of Insurance	24
K	Certification of Proposal	24
	• Addendum No. 1 • Non-Collusion Affidavit • Consultants Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/Consultant Services • Certification of Proposal to the City of Laguna Hills	

Below and on the following pages, Hartzog & Crabill, Inc. (HCI) has provided our responses to the City's requirements set forth in Section II. Proposal Response Requirements of the City of Laguna Hills' RFP (Page 12). We have incorporated the exact order of the bulleted format below and on the following pages to facilitate the City's review.

A. COVER LETTER:

Please see our cover letter of transmittal in the initial pages of this proposal package.

B. COMPANY DATA:

Hartzog & Crabill, Inc. (HCI) is a California corporation operating as a private traffic engineering consulting firm, which has been in business since 1993 offering the same types of traffic engineering services under the same name (*over 26 years of related experience*). The firm's sole office location is headquartered in Tustin, CA, which provides quick, easy access to the majority of our client cities. Our general firm information, including legal name, address, telephone numbers, and title information of our two company owners/principals are provided below:

Hartzog & Crabill, Inc.
 17852 E. 17th Street, Suite 101
 Tustin, CA 92780
 Phone (714) 731-9455
 Fax (714) 731-9498
 Federal Tax ID #33-0575354

Attn: Mr. Trammell Hartzog, President
 Email: trammell@hartzog-crabill.com

And

Attn: Mr. Gerald J. Stock, Executive Vice President
 Email: jstock@hartzog-crabill.com

Trammell Hartzog is the president and co-owner (50%) of HCI, and is authorized to commit to contractual terms and conditions resulting from this submittal.

Gerald J. Stock, PE, TE, is the executive vice-president and co-owner (50%) of HCI, and is also authorized to commit to contractual terms and conditions resulting from this submittal. If selected, Mr. Jerry Stock will be the primary point of contact for the requested services to the City of Laguna Hills.

HCI has had no failures or refusals in completing a contract, and has no financial interests in other lines of business.

B. COMPANY DATA: (continued)DESCRIPTION OF FIRM

HCI is a consulting engineering firm specializing in serving local government agencies with a full array of engineering services, including serving several of our client cities as contract City Traffic Engineer, contract City Engineer, and “on-call” City Traffic Engineer. Specific to traffic signals operations, traffic engineering, and transportation planning, HCI performs various traffic services including, but not limited to, the following:

On-going remote and local (*off-site/on-site*) management of local agency traffic signal systems; development and design of traffic signal coordination systems; assist cities with coordination of services completed by their traffic signal maintenance contractor; design of traffic signal and striping plans, specifications, and estimates (*PS&E*); traffic control plans; review of traffic impact analyses; warrant analyses for traffic control devices (*traffic signals, Stop signs, crosswalks, flashing beacons, RRFBs, etc.*); and engineering and traffic surveys for establishing speed limits.

HCI also provides construction observation services on behalf of our client Cities relative to the installation of new or upgraded traffic signals, lighting, and copper/fiber optic interconnect communications in order to verify compliance with approved PS&E. Additional services provided by HCI include land survey; plan-checking and approval of subdivision maps; civil engineering design; grading/drainage plan checking; landscape architecture including minor public art.

Since its inception in 1993, HCI has proven itself as a leader in client satisfaction through successful project completion. This is evident in the continued and long-standing relationships we have maintained with our numerous client cities. The successes are attributed to the “hands on” approach that is demonstrated by our principals, Mr. Trammell Hartzog and Mr. Jerry Stock, as well as other staff members.

Mr. Hartzog’s experience covers fifty (50) years involving a specialization and unmatched expertise in traffic signal design, signal operations, and signal system coordination. Mr. Stock is a registered Civil and Traffic Engineer whose experience covers over (30) years and has been serving the City of Bellflower since 2000 as both contract City Engineer and Traffic Engineer. In addition to our technical expertise, a cornerstone of HCI’s success is our work ethic, loyalty to our client cities, completion of assigned tasks on schedule, and ability to effectively communicate with the public, City staff, and elected officials.

LOCATION

The firm’s Tustin office location, near the Santa Ana (I-5) and Costa Mesa (SR-55) Freeways, provides quick and easy access to the majority of our client cities. The office and its employee’s total fourteen (14) individuals who comprise a complete staff of professional engineers and support technicians where all work products are prepared. All design and drafting work is accomplished using state-of-the-art AutoCAD software and personal office computers.

B. COMPANY DATA: (continued)**TYPICAL SERVICES**

Working with numerous Southern California cities, HCI has been responsible for directing the activities of Traffic Divisions, providing expertise to City Engineering and Planning staffs, and responding to requests, inquiries and concerns of citizens and City Council members; typical of the needs identified by the City of Laguna Hills in the RFP for overall traffic engineering services.

From our office location, HCI continuously operates sixteen (16) agencies' citywide traffic signal systems, including the City of Laguna Hills. The local agencies where HCI operates and maintains the coordination timing for traffic signals are the following cities:

1) Aliso Viejo	5) La Palma	9) Lake Forest	13) San Juan Capistrano
2) Cerritos	6) Laguna Hills	10) Mission Viejo	14) Stanton
3) Cypress	7) Laguna Niguel	11) Moorpark	15) Tustin
4) Indian Wells	8) Lake Elsinore	12) Ran. Santa Margarita	16) Yorba Linda

If desired, our overall services available to the City of Laguna Hills include the following:

- Remote and local (*off-site/on-site*) management of traffic signals
- Traffic signal design
- Signing and striping design
- Develop, design and implement traffic signal coordination systems
- Develop and implement traffic signal timing plans
- Traffic management plans (*traffic control plans*)
- Warrant analyses for traffic control devices, such as traffic signals, Stop signs, crosswalks
- Engineering and Traffic Surveys for establishing speed limits
- Preparation and review of traffic impact analyses
- Review all proposed improvements, development, site and traffic management plans to ensure conformance with applicable standards (*City, AASHTO, Cal. MUTCD, etc.*)
- Develop traffic-related conditions of approval for planning and development applications
- Identify and prepare applications for public improvement funds/grants
- Coordination of activities of our client cities' traffic maintenance contractor
- Contract City Traffic Engineering
- Land surveying/plan-checking and approval of subdivision maps
- Civil engineering design
- Grading/drainage plan-checking
- Landscape architecture
- Public art enhancements of existing public improvements
- Expert Witness and Consultation for Litigation
- All other traffic-related impact reports, surveys and analyses

B. COMPANY DATA: (continued)**COMPARABLE CONTRACTS DURING THE LAST 5 YEARS**

Below is a listing of seven (7) relevant City references where HCI continues our on-going, on-call traffic signal design and traffic signal operations management services for review/verification of our experience:

1. **City of Bellflower** - City Engineer & City Traffic Engineer Contract Services,
Mr. Len Gorecki, Public Works Director, lgorecki@bellflower.org (562) 804-1424 (since 2000)
Project Manager and Principal in Charge – Mr. Gerald J. Stock, PE, TE
2. **City of Cypress** - City Traffic Engineering & Signal Operations Services, (since 1994)
Mr. David Roseman, City Traffic Engineer, TrafficEngineer@cypressca.org, (714) 229-6750
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
3. **City of Hermosa Beach** - On-Call City Traffic Engineer Contract Services (since 2006)
Mr. Lucho Rodriguez, Acting Director of Public Works, lrodriguez@hermosabch.org, (310)318-0210;
Contract City Traffic Engineer – Mr. Scott Ma, PE, TE
4. **City of Laguna Niguel** - Traffic Engineering & Signal Operations Services (949) 362-4338
Mr. Edgar Abrenica, Associate Civil Engineer, EAbrenica@cityoflagunaniguel.org
On-Call Traffic Signal Operations Support Services (since 2000)
Project Manager and Principal in Charge of Signals – Mr. Dave Pickrell / Mr. Trammell Hartzog
5. **City of Lake Forest** – City Traffic Signal Management Services, (949) 461-3480
Mr. Thomas E. Wheeler, P.E., Director of Public Works, twheeler@lakeforestca.gov
As-Needed Professional Engineering Services (since 2014)
Project Manager in Charge of Traffic Engineering Services – Mr. Doug Anderson
Traffic Signal Monitoring, Signal Coordination Master Plan & Citywide Count Program
Project Manager in Charge of Signals – Mr. Trammell Hartzog
6. **City of Tustin** - City Traffic Engineering & Signal Operations Services, (714) 573-3263
Mr. Ken Nishikawa, Deputy Director of Public Works, KNishikawa@tustinca.org
As-Needed Professional Engineering Services (since 1994)
Project Manager in Charge of Traffic Engineering Services – Mr. Doug Anderson
Traffic Signal Operations Support Services / Signal Monitoring
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog
On-Call Traffic Signal, Signing & Striping, & Traffic Control Plan-Checking Services
Project Manager in Charge of Plan-Checking Services – Mr. Gerald J. Stock, PE, TE
7. **City of Yorba Linda** - On-Call City Traffic Engineering Services, (714) 961-7170
Mr. Tony Wang, Traffic Engineering Manager, twang@yorba-linda.org (since 1994)
Project Manager and Principal in Charge of Signals – Mr. Trammell Hartzog

C. RESUMES AND QUALIFICATIONS OF PERSONNEL:

HCI staff is comprised of fourteen (14) engineering professionals and technicians who have the proven ability and expertise to meet the ever-changing, challenging needs of the modern city. Our proposed staffing plan to provide the various on-call services as listed in the City's RFP follow:

STAFFING PLAN**1. ON-CALL TRAFFIC ENGINEERING & TRANSPORTATION ENGINEERING SERVICES:****Mr. Gerald J. Stock, PE, TE – Civil/Traffic Principal Engineer, Project Manager**

Mr. Scott Ma, PE, TE – Senior Engineer

Mr. Bernie Dennis, TE – Senior Engineer, Municipal Services

Michael A. Vallado – Associate Engineer

Mr. Dave Martorano – Senior Designer

2. TRAFFIC SIGNAL OPERATIONS SUPPORT SERVICES:**Mr. Trammell Hartzog, Principal, Project Manager**

Mr. Greg Cabey - Traffic Signal Systems Supervisor

Mr. David Pickrell - Traffic Signal Systems Specialist

Mr. Michael Powers - Traffic Signal Systems Specialist

Mr. Todd Hartzog – Senior Designer

Summary qualifications of our proposed staffing plan follow (*certain full resumes attached*):

Mr. Gerald J. Stock, PE, TE – Civil/Traffic Principal Engineer, Project Manager

Mr. Gerald 'Jerry' Stock is executive vice president of HCI for 20 years, and a registered professional Civil and Traffic Engineer with more than (29) years of municipal engineering experience. As you know, Jerry currently provides On-Call Traffic Engineering Services to the City of Laguna Hills and will continue to assist the City upon request. Jerry presently serves the City of Bellflower as contract City Engineer and City Traffic Engineer since November 2000. Prior to Bellflower, he also served the City of Norwalk as City Engineer, as a member of City staff. As such, he has first-hand experience with the day-to-day challenges, as well as opportunities, for the development of solutions to a variety of traffic/transportation-related issues.

Jerry also currently assists the City of Bellflower by establishing Conditions of Approval for development and planning applications. He assists the City of Bellflower with review of traffic impact analysis reports, as well as the preparation of such reports for redevelopment type projects in the City of Bellflower. In recent years, Jerry developed a prioritized inventory of traffic signal improvements as part of the development of the City's Capital Improvement Program (CIP). The results of this effort were also used for the successful application of Federal Hazard Elimination Safety (HES) funds to construct two (2) traffic signal upgrades.

C. RESUMES AND QUALIFICATIONS OF PERSONNEL: (continued)***Mr. Trammell Hartzog, Principal – QA/QC Manager, Project Manager***

Mr. Trammell ‘Tram’ Hartzog is president of HCI for over 26 years, and will serve as QA/QC Manager for the City of Laguna Hills and will continue to be the primary contact between HCI and the City in regards to Traffic Signal Operations Support Services. As QA/QC Manager in charge of these traffic signal management services, he will ensure that communication between the City of Laguna Hills and HCI occurs at regular intervals.

With over (50) years of experience, he is a recognized expert in the area of traffic signal design and operations. Tram has designed numerous traffic signals, timed many traffic signals, and presently provides traffic signal operations services to (16) Southern California cities, including the City of Laguna Hills and neighboring cities. Tram was instrumental in completing the setup of the City’s multi-city Centracs traffic signal management system located at the City of Laguna Hills, as well as keeping the remaining intersections connected to the existing Aries system.

Mr. Scott Ma, PE, TE – Senior Engineer

Mr. Scott Ma is a senior engineer with HCI for 12 years, and is currently providing part-time contract City Traffic Engineer services to the City of Hermosa Beach. Scott will remain available to serve the City of Laguna Hills and provide On-Call Traffic Engineering and Transportation Engineering Services, as needed. Scott is a licensed Civil and Traffic Engineer registered in the State of California and brings over (20) years of engineering experience. Scott’s experience includes reviewing and conducting a variety of traffic studies including but not limited to, warrant analyses, preparing and reviewing traffic impact analyses reports and recommendations, responding to community requests such as crosswalks, traffic signals, stop signs, parking matters, and also performing project management that includes the final design preparation and submittal of project plans, specifications, and estimates (PS&E). His experience also includes overseeing numerous aspects of our client cities’ consulting service requirements in regards to review of traffic-related requests, analyses and operational studies, permits, and other daily duties requested.

Mr. Bernie Dennis, TE, Senior Engineer (Municipal Services)

Mr. Bernie Dennis is a registered Traffic Engineer with over 50 years experience in traffic and transportation engineering services, including planning and conducting of studies and reports associated with all aspects of traffic operations, traffic safety issues, and neighborhood preservation; public and private parking facility utilization; design and operation; transportation planning that includes focused traffic studies; environmental impact report development and analysis; site plan review and circulation analysis; intelligent highway systems; grant development and application; and, upon request, presentations to City Council, Planning Commission, Traffic Commission or other community groups and organizations. As a Senior Engineer for HCI over the past 25 years, Bernie has been Consulting Traffic Engineer for the Cities of Yorba Linda, Rancho Santa Margarita, and Menifee, as well as provided a variety of traffic, transportation and planning services to several of HCI’s clients. Bernie will remain available to serve the City of Laguna Hills and provide On-Call Traffic Engineering and Transportation Engineering Services, as needed.

C. RESUMES AND QUALIFICATIONS OF PERSONNEL: (continued)***Mr. Michael A. Vallado – Associate Engineer***

Mr. Michael ‘Mike’ Vallado provides assistance to our two principals and two senior engineers in the area of preparation of traffic signal and left-turn phasing warrant analysis reports, traffic signal operations (LOS) and queuing analyses, Stop sign analyses, and related project specifications. Mike will remain available to serve the City of Laguna Hills and provide On-Call Traffic Engineering and Transportation Engineering Services, as needed. Mike brings over (21) years of experience specifically related to traffic-engineering and signal design. Five of these years were devoted to running the City of Glendora's Traffic Engineering section, while the past (16) years have been with HCI. His primary responsibilities with HCI include preparing signal analysis reports/recommendations, warrant analyses and evaluations, project specifications, and final review/preparation of PS&E to our client cities.

Mr. Greg Cabey – Traffic Signal Systems Supervisor

Mr. Greg Cabey brings over (29) years of traffic signal experience to the HCI team and may be involved in certain aspects of the Traffic Signal Operations Support Services tasks. Prior to his 19 years at HCI, Greg was a Lead Technician for Peek Traffic for over 12 years. It should be noted, Greg spent much of his time at Peek within this Orange County area, as this was one of several areas assigned to him. This experience has allowed him to retain in-depth knowledge on the types of controllers in the area's traffic signal system. Greg's extensive field experience with signal systems/timing will aid in the complete success for the traffic signal operations support services.

Mr. David Pickrell – Traffic Signal Systems Specialist

Mr. David ‘Dave’ Pickrell brings over (39) years of signal experience to the HCI project team and will remain involved in conducting Traffic Signal Operations Support Services. As Dave has been with HCI for 16 years completing these field services for the City of Laguna Hills and neighboring cities, he has intimate knowledge of the City's traffic signal system. Prior to joining HCI, Dave was the Traffic Signal Operations Supervisor for the Orange County RDMD. Dave's extensive field experience and intimate knowledge of signal systems and timing will aid in the success of the signal operations support services.

Mr. Michael Powers – Traffic Signal Systems Specialist

Mr. Michael Powers has been with the HCI team for 7 years, and will remain available to assist with certain aspects of the Traffic Signal Operations Support Services. Michael brings over (30) years of traffic signal experience, certified as an International Municipal Signal Association (IMSA) Level III Traffic Signal Technician. Prior to HCI, Michael worked for Siemens as a Lead Technician for over (20) years, and is very familiar with the City's signal system.

Mr. David Martorano – Senior Designer

Mr. David ‘Dave’ Martorano provides assistance in the area of traffic engineering design, as well as be available to conduct field-reviews for traffic signal equipment and signing/stripping-related tasks. Dave has been with HCI for 24 years with overall experience in traffic engineering design. His responsibilities with HCI include project research and full AutoCAD design on all traffic-related projects, including traffic signal, interconnect, signing/stripping, and traffic control plans.

C. RESUMES AND QUALIFICATIONS OF PERSONNEL: (continued)**NAMES AND QUALIFICATIONS OF SUB-CONSULTANTS****National Data & Surveying Services (NDS)**

As mentioned, HCI anticipates using NDS, headquartered in Los Angeles, as our sub-consultant for obtaining requested traffic count data collection. Typically, HCI works with NDS to collect any required vehicular traffic and pedestrian data as part of City-requested surveys, studies, and investigations. Founded in 1989, NDS was established to deliver accurate and professional solutions to their client's traffic, transit and GIS/GPS data collection needs. NDS has over (28) years of successful operations, and an outstanding team of (100) professional full time employees that have established them as the foremost, full service traffic and transit data collection company on the west coast. NDS is certified as a SBE by the State of California. HCI has successfully partnered with NDS on numerous data collection projects over the last (16) years, realizing their competitive pricing on their efficient data collection. Projects that HCI has completed with NDS include data collection for numerous stop sign warrant analyses, traffic signal warrants analyses, left-turn phasing/delay warrant studies, citywide E&T speed limit surveys, citywide ADT flow maps, truck classification counts for TI calculations, traffic signal timing development (free & coordinated timing), Synchro Level-of-Service (LOS) operational/queuing analyses, crosswalk analyses, video surveillance, and parking studies. Upon request by the City, HCI will work with NDS to conduct count data collection specific for each task.

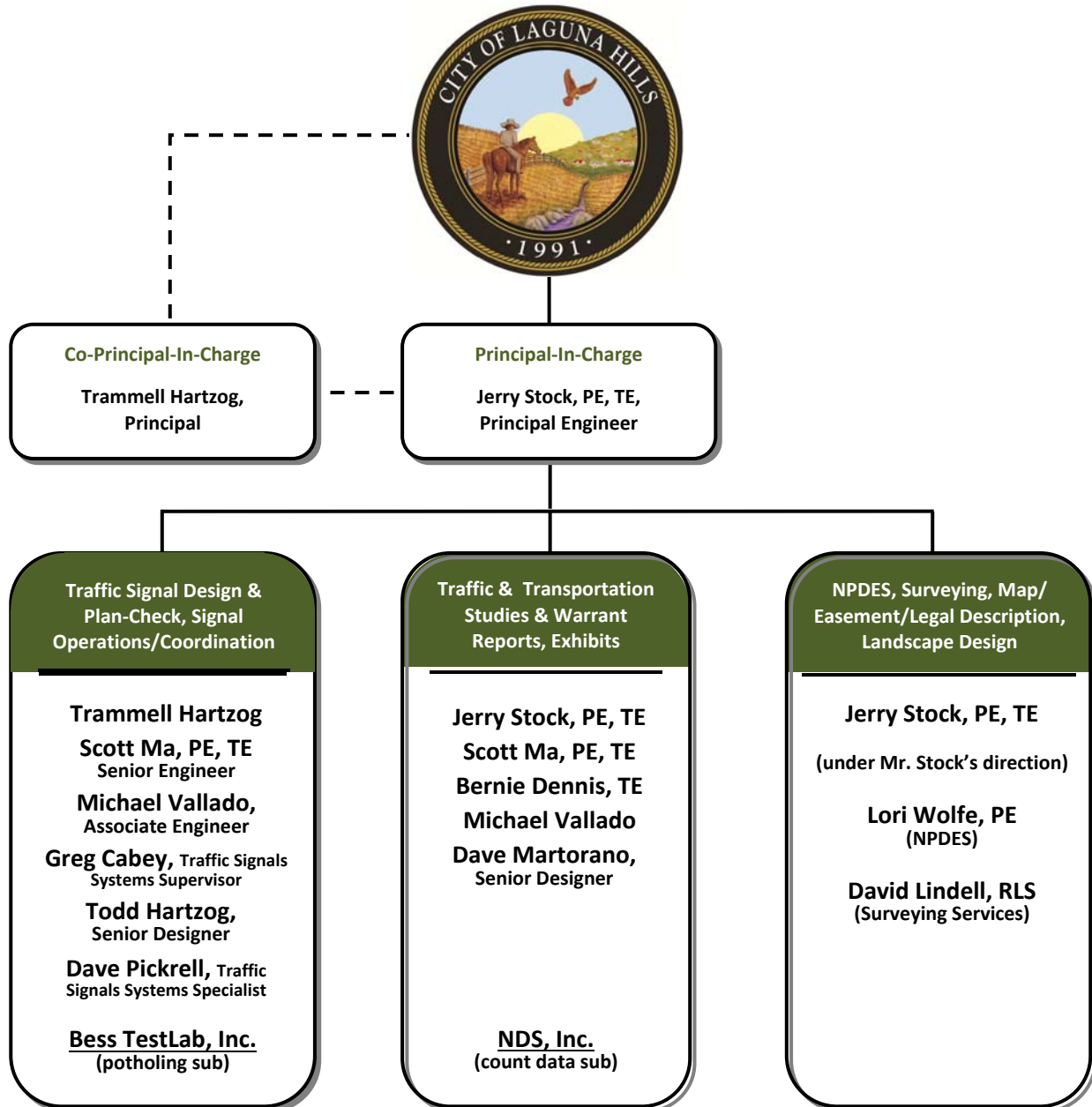
Bess Testlab, Inc.

As previously discussed with the City, as part of certain City-approved preliminary design work, HCI will use a certified potholing company, Bess TestLab, Inc. (Bess) as our sub-consultant. We realize that certain traffic signal pole foundations are larger diameter and deeper per the latest State standards, and contractors may have issues with conflicting underground utilities when digging the foundations. Therefore, as part of the completion of certain preliminary designs, HCI and Bess will identify the actual locations in the field for the proposed larger-size signal pole foundations in the field. Bess will then complete the number of City-approved potholes at the project location.

This potholing task is becoming more necessary in order to verify that equipment such as new traffic signal pole foundations being designed are accommodated in the sidewalk area, and prevent having to relocate pole placement during construction, or worst-case, prevent having to re-order new traffic signal poles during construction causing delay and extra costs. Bess uses special equipment, skilled personnel, certified safety-sensitive hazmat-trained technicians and supplies required to perform designation and utility location services using dust-controlled, soil-monitored VOC (volatile organic compounds) sensor, soil extraction methods. HCI has successfully partnered with Bess (as Saf-r-Dig before the company shut down) for potholing tasks on several design projects over the last five years, including for the Cities of Bellflower and Indio.

Bess Testlab, Inc.

1508 E. Francis Avenue, Unit A
Ontario, CA 91761
Ph: (909) 510-5535
www.besttestlab.com

D. ORGANIZATIONAL CHART:

HCI staff is comprised of (14) engineering professionals and technicians who have the proven ability/expertise to meet the ever-changing, challenging needs of the modern city. As shown above, HCI is providing an organizational chart showing the relationship of the City of Laguna Hills and our proposed consultant team. Our proposed personnel are all headquartered in our Tustin office and will remain during the term of the agreement. HCI is proposing as the prime consultant, with two possible sub-consultants: NDS and Bess. National Data & Surveying Services, Inc. (NDS) will be used more frequently for requested traffic count data collection associated with reports, surveys, studies, and investigations. Bess Testlab will only be used as-needed/approved for design potholing of traffic signal pole foundations.

D. ORGANIZATIONAL CHART: (continued)**TRANSITION PLAN**

As mentioned, HCI has been providing these exact type of professional engineering services to the City of Laguna Hills for the past several years, in support of the City's operations of the Public Services Department and the Capital Improvement Program. Since we have been managing the current citywide traffic signal system for the City, there is no learning curve as part of any new implementation.

Additionally, all of our staff knows the City very well, especially with their streets and 48-traffic signal system, so there are no initial tasks or field verifications necessary to setup the signal management system. There are no expected changes to our key personnel during the term of the new agreement. If there are any outside of our firm's control, HCI will discuss the proposed changes with City staff beforehand, in order to continue maintaining our steadfast services.

It should be mentioned, HCI proposes to continue to utilize our own licensed copy of the Aries Traffic Signal Management software to provide applicable traffic signal monitoring services to the City of Laguna Hills. Moreover, HCI will continue our "on-going" traffic signal system management services on a scheduled daily basis to complete the monitoring, calls, field-visits, timing adjustments, etc., necessary for continuous and efficient management. As a result, HCI has a distinct advantage towards any other consultant that will be required to integrate their staff and implement their services into the City's signal operations.

E. REFERENCES:

In addition to our experience in the preparation of design plans, specifications and estimates (PS&E) for traffic signals and interconnect systems, HCI has extensive experience in providing traffic signal operations support services.

While we have done such work for numerous Southern California cities, we have provided a brief summary of some of our most recent traffic signal management systems that have been completed for our client cities listed below. Most of these cities have either the Econolite Centrac traffic signal management system, or the Econolite Aries traffic signal management system, or a combination of both that provide for the remote connection/operation of the City's traffic signals.

City of Aliso Viejo

- 49 Intersection System
 Contact: Mr. Shaun Pelletier, City Engineer/Director of Public Works
 (949) 425-2533 spelletier@cityofaliso Viejo.com

E. REFERENCES: (continued)***City of Cerritos***

- 76 Intersection System
Contact: Mr. Kanna Vancheswaran, PE, City Engineer
(562) 916-1219 kvancheswaran@cerritos.us

City of Cypress

- 67 Intersection System
Contact: Mr. David Roseman, City Traffic Engineer
(714) 229-6750 Roseman@llgengineers.com

City of La Palma

- 16 Intersection System
Contact: Mr. Douglas Benash, PE, City Engineer
(626) 203-2849 CityEngineer@cityoflapalma.org

City of Laguna Niguel

- 52 Intersection System
Contact: Mr. Edgar Abrenica, Associate Civil Engineer
(949) 342-6285 EAbrenica@cityoflagunaniguel.org

City of Moorpark

- 17 Intersection System with
Contact: Mr. Ashraf Rostom, Public Works Superintendent
(805) 517-6285 ARostom@MoorparkCA.gov

City of San Juan Capistrano

- 42 Intersection System
Contact: Mr. George Alvarez, PE, City Engineer
(949) 443-6356 GAlvarez@sanjuancapistrano.org

City of Tustin

- 118 Intersection System
Contact: Mr. Doug Stack, PE, Director of Public Works/City Engineer
(714) 573-3163 DStack@tustinca.org

City of Yorba Linda

- 59 Intersection System
Contact: Mr. Tony Wang, PE, Traffic Engineering Manager
(714) 961-7170 twang@yorba-linda.org

By reviewing the above client references, the City of Laguna Hills should see that HCI has the expertise to continue servicing all their traffic signal operations and management needs.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH:**TRAFFIC SIGNAL OPERATIONS SUPPORT SERVICES:****Understanding**

As mentioned, HCI currently manages the traffic signals and signal systems of (16) cities, including Laguna Hills, on a daily basis. As such, HCI has a very good understanding and is infinitely familiar with both the Econolite control equipment utilized at the City's (48) traffic signal controlled intersections, as well as the Centrac and Aries Traffic Management System softwares currently employed for the traffic signal systems management. In regards to coordination timing and separate time-referencing devices, all signal controller time clocks are constantly updated through our Centrac and Aries Traffic Management softwares, which are always connected to the GPS time via internet.

HCI's project-specific experience includes extensive knowledge on each local agency's signal controllers. HCI staff continuously (*daily*) interfaces with all of the signal controllers in the City of Laguna Hills as well as the above-mentioned cities which currently use the Econolite ASC/2S, ASC/3, and the latest Cobalt system controllers, the ASC/2M master controllers, and managed by the Centrac and Aries Traffic Signal Management systems. It must be mentioned, HCI does not require any system setup tasks in order for Mr. Trammell Hartzog, Mr. Dave Pickrell, and our HCI team to continue providing these traffic signal operations support services.

HCI staff's "hands-on" traffic signal timing experience comprises all levels of timing applications, including timing input into signal system controllers manually and from our traffic signal management center through our licensed system software, designing and installing special "custom" traffic signal operational circuitry, and maintaining signal interconnect operations.

Additionally, HCI staff is very familiar and have been providing on-going traffic signal support to the neighboring Cities of Aliso Viejo, Laguna Niguel, Lake Forest and Mission Viejo's signal systems. Our team has been working with their City staffs during the past several years in monitoring their City's systems.

Lastly, throughout the past years, HCI has maintained a good working relationship with Caltrans, as several projects have been implemented that successfully interfaced with freeway interchange traffic signal systems.

In conjunction, HCI staff continues our on-going excellent relationships with most traffic signal, lighting, and signal maintenance contractors (*and their technicians*) including Econolite Group (Aegis), Siemens ITS, Computer Services Company (CSC), Bear Electric, St. Francis, as well as with Caltrans and the County of Orange for any shared City/State or City/County intersections.

It is important to note, HCI has reviewed all tasks identified in the City's RFP, under Section IV Scope of Services for the traffic signal operations support services, and confirm they are included as part of our services to the City.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**Approach**

The specific **approach** to continue our traffic signal operations and management services that HCI provides to all our client agencies (*including City of Laguna Hills*) includes the following:

HCI typically provides a Traffic Signal Systems Specialist for the monitoring and maintenance support on all the City's traffic signals. The Specialist sets up the *Scheduled Operations* on the Centrac or Aries Traffic Management systems specifically for our client City's systems in order to automatically perform a variety of tasks. Specifically, the Centrac/Aries functions and Specialist's time spent on these services include performing the following daily sub-tasks:

1. The *Scheduled Operations* automatically gather and store historical data and real-time information on all the City's traffic signal operations programmed;
2. The data is reviewed **daily** to verify that all traffic signals are working properly;
3. Any malfunctions logged are immediately reported to the City's designated traffic signal maintenance contractor, for dispatch;
4. The historical data is also analyzed to identify traffic volumes and patterns in order to assist in determining if adjustments to signal timing is necessary;
5. Verify if all timing is programmed correctly in each master and local controller.

HCI staff typically reports all traffic signal problems and malfunctions to the City's traffic signal maintenance contractor within (24) hours. HCI staff coordinates all work associated with the City's contractor and also provides verification to the City of their completed work. HCI staff often assists the City in resolving traffic signal control complaints by speaking by phone/email/in person with the resident(s)/City personnel on their specific request/complaint. HCI staff completes the necessary investigation and makes recommendations to the City on identified traffic signal improvements, such as equipment upgrade, more efficient signal phasing, significant timing adjustments, any new coordinated signal control systems, etc.

Upon request, HCI staff may also drive each project arterial during peak-periods in order to verify and fine-tune coordination timing. If necessary and approved by the City, HCI also coordinates/gathers updated traffic counts as part of the investigation.

The above approach has proven to be a valuable service to all our client cities, as the on-going scheduled signal management has minimized overall time in troubleshooting, repair, and maintenance company efforts by City staff on their citywide traffic signal system. In turn, this controlled management service actually saves the City on the amount of time and personnel required to monitor and repair signal related issues.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**ON-CALL TRAFFIC ENGINEERING AND TRANSPORTATION ENGINEERING SERVICES:**

HCI understands that the City of Laguna Hills' intent of this RFP is to provide a full range of traffic/transportation engineering services on an on-call/as-needed basis. We also understand the the City's Assistant City Manager/Public Services Director will serve as the dedicated Project Manager and single point of contact (i.e., contract officer) for these services. It is important to note, our HCI staff is very familiar with the City of Laguna Hills, as we have been providing on-call traffic engineering services and traffic signal operations support services to the City for numerous years. We have also been similarly working with neighboring cities, including Aliso Viejo, Laguna Niguel, Lake Forest, and San Juan Capistrano, providing various on-call traffic engineering services.

It is important to note, HCI has reviewed all tasks identified in the City's RFP, under Section IV Scope of Services, for the on-call traffic and transportation engineering services, and confirm that they are all included as part of our services to the City. There are no other required, additional or optional services to mention, unless requested by the City.

In careful review of the City's RFP, we are providing our knowledge, skill sets, qualifications, and experience related to several of the services being sought (as listed below):

1. Design Engineering Services (Traffic Signal, Signal Interconnect, & ITS Design Plans)

HCI has extensive experience in the development of traffic engineering plans, such as new traffic signal, traffic signal modification, signal interconnect, and ITS as these are among our firm's primary service products. Upon request by the contract officer, HCI will generally begin a traffic design by completing a topographic field-review of the intersection/location. More specifically, HCI staff conducts a field review to verify existing equipment and/or document roadway features including curb, gutter, median alignments, sidewalks, driveways, catch basins, curb returns, bus and bicycle routes, signing and striping. HCI also reviews the project roadways and compare the layout drawings against existing field conditions. Potential conflicts between proposed improvements and underground/overhead utilities (other infrastructure) are investigated.

HCI then prepares a base design plan using AutoCAD for the project location. After incorporating all necessary utility data, a preliminary traffic plan is prepared that takes the existing and modified street and intersection geometries into consideration, along with other factors that may influence the design and/or operation of the system. Each plan includes necessary notes/specifications for applicable equipment removal, and installation.

The majority of our traffic signal design work is designed in conformance with Sections 86 and 87 of the State of California (*Caltrans*) Specifications and Standard Plans, latest edition, and is compliant with the City's most current signal design standards and technical provisions. The traffic plans generally include: General and construction notes, phase diagram, conductor, detector and pole schedules, and any other details necessary for construction.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**1. Design Engineering Services (Traffic Signal, Signal Interconnect, & ITS Design Plans) (cont'd)**

The plans are typically prepared at 20-scale or 40-scale and plotted on 'D' size (24"x36") sheets with standard City title block. HCI usually provides a 60% and 90%-complete progress submittal of the preliminary traffic plans to the City for design review. Comments received during the City's review are incorporated in a timely manner into the final plan submittal.

HCI also has extensive experience in the development of signing and striping plans, signing/striping modification plans, and traffic control plans. For each of these types of plans, HCI includes applicable technical provisions and engineer's estimates that complement each plan set providing complete PS&E ready for construction bidding on time and within the City's approved schedule. All plans are prepared under our licensed Traffic and Civil Engineers.

It is important to note, all of our staff assigned to serve the City of Laguna Hills have a thorough knowledge and proficiency in the local agency municipal codes, current State (Caltrans) standard plans and specifications, Highway Design Manual, Highway Capacity Manual, California Manual on Uniform Traffic Control Devices (CA MUTCD), policies and procedures for ADA regulations, traffic signal timing, traffic engineering modeling and methodologies, ITS, Federal/State/County/City funding, traffic standards and methodologies, the State of California Vehicle Code, as well as OCTA-CTFP requirements.

Our team will provide the City with all materials and labor to perform the requested traffic engineering design services and conform to these standards. In addition to our technical expertise, our staff possesses the ability to effectively communicate in oral or written form and have no difficulty speaking before groups. HCI staff will attend City staff, City Council, Planning Commission, and any other extraordinary meetings or events, as needed and requested by City. HCI staff does have the expertise to complete all traffic engineering services as listed in the City's RFP, including working with various agencies such as Caltrans District 12 and OCTA.

2. Plan-Checking Services / Private Development Plan-Check

HCI understands that the on-call professional engineering services that may be requested by the contract officer may involve plan-check services for the consultant to provide services on behalf of the City in accordance with current Traffic Engineering and Traffic Operations principles and design requirements. As an approved consultant, HCI will perform plan checks and reviews in accordance with any applicable City Design Manual, Standard Plans, Technical Provisions, Planning and Design Guidelines for Bicycle Facilities, and Transportation Guidelines, Caltrans Highway Design Manual, CA MUTCD, and the Caltrans Standard Plans and Specifications.

As our firm specializes in providing traffic engineering services to local agencies, HCI staff have reviewed and plan-checked countless traffic plans over the past (26) years for numerous cities.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**2. Plan-Checking Services / Private Development Plan-Check (cont'd)**

Our professional engineering staff has extensive experience in reviewing and analyzing all types of City and developer-related traffic plans. This experience includes assimilating the findings and recommendations into easily understood summations. All of our traffic design and plan reviews are completed under the supervision and control of our traffic and civil engineers who are licensed by the Board of Professional Engineers, Land Surveyors, and Geologists to practice in the State of California.

HCI's experience and expertise allows quick and complete site plan review for all types of traffic engineering applications, as well as several civil applications, to determine conformance to traffic, parking, access, street and pavement, subdivision requirements, meetings with developers or contractors to resolve traffic issues, with capability to present findings to City staff, City Council and/or Traffic or Planning Commissions.

Upon request, HCI staff will red-line a plan and/or render and remit a typed plan-check correction/clarification list (2 copies) to the Public Services Department/Engineering Division within (10) working days from notification by the City for a typical development project. HCI's traffic plan review check list is comprised of the following:

- ✓ Date Reviewed
- ✓ Action Required
- ✓ Reviewed by Engineer
- ✓ Project Name & No.
- ✓ Professional Engineer's Approval Signature Block
- ✓ Professional Engineer's Stamp
- ✓ North Arrow
- ✓ Map Scale
- ✓ Street Names
- ✓ General Notes
- ✓ Standard Plans Effective
- ✓ Standard Plan Call-Outs
- ✓ Construction Notes
- ✓ Utilities with Contact Information
- ✓ Right-of-Way
- ✓ Driveways
- ✓ Sidewalk and Curb Pedestrian Ramps
- ✓ Cross-Slope Sections and Profile (if applicable)
- ✓ Dimensions
- ✓ Sawcuts
- ✓ Signing and Striping Design
- ✓ Tapers

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**2. Plan-Checking Services / Private Development Plan-Check (cont'd)**

- ✓ Turning Templates
- ✓ Sight Distance, Vision Clearance
- ✓ Traffic Signal Design
- ✓ Traffic Signal Coordination
- ✓ Pedestrian Circulation
- ✓ Street Lighting
- ✓ Conditions of Approval

HCI has the capability and does practice digital plan review. As this method has been requested more often in order to conserve materials and plan delivery time, HCI staff often receives traffic plans in PDF format for plan-check review. Our designers review each plan and provide comments in using the Adobe Acrobat PDF or Nitro PDF programs. These softwares provide the “commenting” features to provide dated comments on the PDF file in red text, strike-outs, leader arrows, and applicable notes. In this way, the comments may be saved and emailed back and forth from/to the City, in a quick, neat manner.

If the City prefers, HCI also has the capability to more quickly print plans received by the city on full-scale sheets from our plotter, and have our engineers prepare plan-check comments by hand in red pencil/pen. Upon completion, the sheets are scanned into our network as PDF files using our large-scale color scanner. These files are then emailed to the City/consultant quickly without having to use regular mail or overnight delivery. If requested, our reviews conclude with developing detailed, project-specific Conditions of Approval for the City’s consideration. It is noted that many development-related services such as the review of street improvement or traffic signal plans are project specific and are treated as recoverable project costs. With our internet based tools and 14-person available staff, HCI is very capable of taking on and efficiently managing multiple design/review projects.

3. Other Traffic/Transportation Engineering Services, including Reports & Surveying**Warrant Analyses/Reports**

As you know, our staff also prepares numerous amounts of traffic operations and warrant analysis reports every year for various city agencies, including Laguna Hills, such as operational level-of-service (LOS), traffic signal warrants, left-turn phasing warrants, queuing analyses, multiway stop warrants, traffic signal master plans, flashing beacon warrants, traffic calming studies, LSSP updates, Engineering and Traffic (E&T) surveys for speed limits, etc. HCI staff also completes field reviews for sight distance, order applicable vehicular and pedestrian count data, and quickly gathers, prepares, and analyzes SWITRS collision data (via i-SWITRS website), prepares exhibits, and develops reports for literally hundreds of traffic studies for our client cities.

In relation, HCI staff will also attend City staff, City Council, Planning Commission, Traffic Commission, and other meetings or events, as needed and requested by the City contract officer.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**3. Other Traffic/Transportation Engineering Services, including Reports & Surveying (cont'd)**

Also, upon request by the contract officer, HCI will also provide critical intersection calculations to several of our client city agencies on a bi-annual basis for compliance with the region's Congestion Management Program (CMP) and Highway Performance Monitoring System (HPMS).

In regards to the CMP, HCI typically gathers peak-hour turning movement counts for the specified intersections, and applies these traffic volumes, number of lanes for each approach leg, and timing to obtain an intersection LOS.

More specifically, HCI utilizes the Intersection Capacity Utilization (ICU) or the Highway Capacity Manual (HCM) methodologies, as appropriate, to complete peak-hour intersection level-of-service (LOS) calculations. Typically, HCI uses the HCM methodology to determine LOS at traffic signalized intersections using the Synchro Traffic Signal software, unless the ICU methodology is specified. HCI then reviews the results, determines applicable deficiencies, and provides a recommendations report to the City for improving LOS to acceptable standards, such as additional lanes, protected left-turns, overlap phases, and signal timing.

HCI has also assisted with/prepared numerous grant applications for our client cities. We have worked with City staffs to identify potential improvement projects that meet the criteria of the grants. Two types of grants that are issued practically on yearly basis are the Safe Route to Schools (SRTS) grant and Highway Safety Improvement Program (HSIP) grant. HCI staff is very familiar with the requirements of these two grant applications.

Surveying

It is important to note, HCI also has a Licensed Land Surveyor readily available that performs our required survey work. Upon the City of Laguna Hills' contract officer requests for these particular services, HCI will perform map, easement, and legal description checking, and provide required surveying services. As-needed, our Land Surveyor will perform checking of easement documents, lot line adjustments, dedications, vacations, as well as parcel tract maps, in order to assure compliance with applicable provisions of the Subdivision Map Act, City ordinances, and other conditions of approval and requirements.

HCI will perform the first check within the turnaround time of ten (10) working days, which includes reviewing the submittal package for completeness before beginning the check. If submittal is found deficient, the package will be returned to the preparer. Upon request by City, HCI will work directly with the preparer for any subsequent checks to be completed within five (5) days or less. HCI is capable to take full charge of this project management process until the approved originals are sent to the City.

Additionally, any City-requested surveying work for preservation of existing survey monuments will be performed by our surveyor. This work includes all research of existing City and Orange County Surveyor records. Our survey work will comply with the City's requirements.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**3. Other Traffic/Transportation Engineering Services, including Reports & Surveying (cont'd)**Developer-Led Plan Review

Our HCI staff also has extensive experience in reviewing and analyzing all types of City and developer-led traffic-related plans, as well as assimilating the findings and recommendations into easily understood summations. If requested by the contract officer, this includes the following:

- ✓ analysis, review, and comment on traffic and parking impact studies;
- ✓ analysis and comment on traffic and circulation patterns;
- ✓ traffic signal timing plans;
- ✓ construction plans and specifications;
- ✓ review and analysis of private development projects for compliance with applicable local, county, state, and other agency codes, standards, and rules;
- ✓ working with various City departments and other public and private agencies on traffic-related issues;
- ✓ review, analyze, and respond to citizen complaints and public official inquiries, and;
- ✓ attend Traffic Commission, Planning Commission, and City Council meetings, as needed.

HCI staff's overall experience and expertise allows quick and complete site plan review for all types of civil and traffic engineering applications to determine conformance to traffic, parking, access, street and pavement, subdivision requirements, meetings with developers or contractors to resolve traffic issues, with capability to present findings to City staff, City Council and/or Traffic and Planning Commissions. It is noted that many development-related services such as the review of street improvement or traffic signal plans are project specific and are treated as recoverable project costs. Upon request, HCI staff will red-line and/or render and remit a typed plan-check correction/clarification list (2 copies) to the Public Services Department within (10) working days from notification by the City for a typical City or developer-led project.

As we perform contract City Engineer and City Traffic Engineer services for local agencies, HCI staff is able to provide general engineering services that include:

- ✓ meeting with City staff to review projects, scopes of work, project schedules, cost estimates, and plans & specifications;
- ✓ prepare requests for proposals (RFPs);
- ✓ review design engineering proposals;
- ✓ review field conditions;
- ✓ prepare sketches, studies, reports, cost estimates;
- ✓ research engineering questions/issues, and come up with solutions;
- ✓ attend meetings as requested;
- ✓ prepare plans, specifications, and cost estimates;
- ✓ prepare project change orders, and;
- ✓ assist with various engineering tasks, as assigned.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**3. Other Traffic/Transportation Engineering Services, including Reports & Surveying (cont'd)**

In terms of City assistance/resources, HCI generally will request receipt of copies of existing street improvement plans, traffic signal plans, civil plans, and a utility contact list, in connection with delivery of certain requested services.

Since our client base are primarily municipalities, we have extensive experience working with both City staff and other city consultants in providing the support necessary to ensure that general engineering and traffic services required by the City are met. These associations also afford HCI the opportunity to learn and share new technologies, products and procedures with our client cities.

Software

HCI uses state-of-the-art licensed AutoCAD software, as well as the Microsoft Office suite of programs, Synchro 10, and Adobe & Nitro PDF programs on our office computers. More specifically, our designers use the AutoCAD software for all of our design plan work, which typically include traffic signal plans (new or modification), signing and striping plans, signal interconnect plans, certain civil plans, and report exhibits. All of our staff's computers use the Microsoft Office programs (including Excel, Word, Outlook, & Powerpoint) to complete various reports, memos, specifications, and estimates as part of the requested PS&E design work.

In regards to Simulation/Modeling, our engineers use the Synchro program, as well as the latest Tru-Traffic time-space coordination timing software, for various timing development and evaluations, modeling and simulations. HCI is very familiar with Synchro, which uses the Highway Capacity Manual (HCM) methodology, for corridor timing development (as used in the OCTA TSSP projects). HCI typically uses Synchro, and/or the ICU methodology as well, for providing critical intersection calculations to several of our client city agencies on a bi-annual basis for compliance with the region's Congestion Management Program (CMP).

HCI typically gathers peak-hour turning movement counts for the specified intersections, and applies these traffic volumes, number of lanes for each approach leg, and signal timing parameters into the Synchro program to obtain peak-hour intersection level-of-service (LOS) and delay calculations. HCI then reviews the results, determines applicable deficiencies, and provides a recommendations report to the City for improving LOS to acceptable standards, such as additional lanes, protected left-turns, overlap phases, and signal timing.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**Project Controls**

A tenet of HCI is our belief that when acting on behalf of the City of Laguna Hills, we serve as staff associates, or as an extension of City staff, in the well-being of the City. As such, we try our very best to always streamline the required traffic signal management tasks, design and plan review process, and also believe we have a commensurate responsibility to the public for high quality performance of our own services, and quality assurance when reviewing others' plans.

All of our staff that will serve the City of Laguna Hills have a thorough knowledge and proficiency in local agency municipal codes, current State (Caltrans) Standard Plans and Specifications, Highway Design Manual, Highway Capacity Manual, California Manual on Uniform Traffic Control Devices (CA MUTCD), policies and procedures for ADA regulations, traffic signal timing, traffic engineering modeling and methodologies, County/City traffic standards and methodologies, and the State of California Vehicle Code.

Upon requested by the contract officer, our team will provide the City with all materials and labor to perform the requested on-call traffic/transportation engineering and traffic signal operations support services and conform to industry standards. In addition to our technical expertise, our staff possesses the ability to effectively communicate in oral or written form and have no difficulty speaking before groups, if requested by the City.

As part of our on-call traffic engineering and on-going signal management services, HCI staff remains available to provide assistance to the City contract officer and/or contractors during the construction phases, as applicable, either in person, or via email or phone.

As we specialize in traffic design as well, HCI prides itself on timely design phase submittals, complete internal plan-checks of our own designs or other consultants' designs, and consistently providing a quick turn-around for addressing comments. We typically provide 60%, 90% and final submittals on our designs within 4 to 6 weeks, and rarely have significant comments on our own design plans. Upon review and final approval by the City of the preliminary engineering plans submitted, a final set of the plans, specifications, and construction estimate (PS&E) are typically submitted within a week, including a construction item list with quantity extensions and definitions suitable for bidding. Our typical turn-around for plan-check services is within one to two weeks from receipt.

Similarly, HCI can control costs by providing accurate and timely invoices through internal control measures. HCI prides itself on consistently working with the City to quickly address requests and staying in budget. HCI's ability to take a request from the City for a traffic design all the way through completion of construction, including signal timing and operations tasks, ensures greater accuracy, efficiency, and timely results.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH: (continued)**Quality Control/Quality Assurance (QA/QC)**

HCI employs the following QA/QC program that outlines the definition of roles, responsibilities, expectations, review requirements, and quality standards of all services, documents, and procedures in order to ensure a high standard of work:

a) Service Request or Plan Review:

Our service tasks and submitted documents go through three levels of review prior to response: Initial Peer Review, Project Manager Review, and QA/QC Review. This three-tiered review allows for error mitigation on three separated levels of detail: ground level (signal management check, drafting, calculations, and document formatting), project management level (signal management decision, design and project intent compliance) and quality assurance level (signal management confirmation, completeness of document and ensure “biddable” or “implementable” plans). Our service tasks and plan checks look at the 5C’s: consistent, correct, clear, constructible, and complete.

b) Communication:

HCI will stay in constant communication with the City contract officer to ensure we understand the service request and have all necessary milestones in place and that we meet those milestones. As previous clients can attest to, our team will allocate as many staff or support staff to the project to ensure the schedule is maintained and that the City is satisfied with the delivery of the project. We make it a point to accommodate our client's needs, and we guarantee satisfaction with our ability to deliver. By making ourselves consistently available to the City, we avoid delays and any defects to the final PS&E or any signal services that could occur as a result of miscommunication or misunderstanding.

c) Scheduling:

For the remote possibility there is a delay, our project manager will develop strategies to bring the project back on track using all necessary means at no additional cost to the City. Above all else, clear communication will be the critical item in bringing any schedule slippage back on track. Our staff will actively communicate with the contract officer and affected parties to reschedule or reallocate resources in an effort to expedite all necessary items. Tasks can be reorganized to allow for staggering of work items.

G. SCHEDULE:

HCI respectfully deviates from using a set schedule format for the requested on-call traffic and transportation engineering services since there are no specific deliverables to complete, and if selected, we propose to continue providing the on-call traffic engineering services on a monthly time-and-materials (T&M) basis throughout the year. Upon request by the City contract officer, HCI will prepare and submit a specific proposal for services, which will include a set schedule, in order to obtain prior City approval and a Task Order.

If selected to continue Traffic Signal Operations Support Services, HCI will continue to utilize our own licensed copy of the applicable Centrac/Aries Traffic Signal Management softwares to provide the on-going monitoring services to the City of Laguna Hills. Moreover, HCI will continue our "on-going" traffic signal monitoring services on a scheduled daily basis to complete the monitoring, report calls, field-visits, timing adjustments, etc., necessary for continuous and efficient management. Therefore, since there is no learning curve as part of a new implementation, HCI is ready to continue these traffic signal operations support/management services upon the City's notice-to-proceed.

H. COMMUNICATION PLAN:

As mentioned in our QA/QC section above, during the term of the new agreement, HCI will stay in consistent communication with the City of Laguna Hills to ensure we understand specific service requests, have all necessary milestones in place and that we meet those milestones. As previous clients can attest to, our team will allocate as many engineering staff and support staff to the project to ensure the schedule is maintained and that the City is satisfied with the delivery of the project. We make it a point to accommodate our client's needs, and we guarantee satisfaction with our ability to deliver in a reasonable time period. By making ourselves consistently available to the City contract officer (i.e., on a weekly basis if schedule permits), we avoid delays and any defects to the final PS&E or any signal services that could occur as a result of miscommunication or misunderstanding.

I. COMPENSATION/PAYMENT SCHEDULE:

As outlined in Section II of the City's RFP, our compensation is submitted in a separate sealed envelope/file containing our proposed Fee Proposal.

J. CERTIFICATE OF INSURANCE:

As we are currently serving the City of Laguna Hills, HCI is very familiar with the City's requirements under their sample draft Professional Services Agreement (PSA). HCI has no changes requested to the City's sample PSA.

We understand that a new agreement will be effective from the date of the contract award (July 1, 2020) for a five year period. If selected, HCI has the ability and will provide all updated City of Laguna Hills insurance and business license requirements at the time of execution of this new agreement.

As a demonstration of our willingness and ability to submit proof of the required insurance coverage as set forth in the RFP, besides submitting our signed Attachment 2 form below, HCI has included our current Certificate of Insurance for the City's review (attached).

K. CERTIFICATION OF PROPOSAL:

HCI certifies that this proposal will remain valid for a period of (180) days from the date of this submittal letter, and may be extended by written authorization by HCI upon request by the City.

Addendum No. 1 was signed and included with the attached City form documents.

As requested in the City's RFP, attached are the following signed documents:

- Addendum No. 1
- Attachment 1 – Non-Collusion Affidavit
- Attachment 2 – Consultant's Acknowledgement of Compliance with Insurance Requirements for Professional Services
- Attachment 3 – Certification of Proposal to the City of Laguna Hills

Hartzog & Crabill, Inc.
Consulting Traffic Engineers

HARTZOG & CRABILL, INC.
CERTIFICATE OF INCUMBENCY

Attachment: Proposed Agreement with Hartzog & Crabill, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)



Trammell Hartzog, President
 Jerry Crabill, P.E., Retired
 Gerald J. Stock, Executive
 Vice President

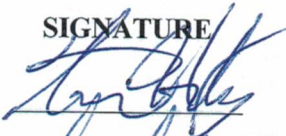
275 Centennial Way,
 Suite #208
 Tustin, CA 92780

Phone (714) 731-9455
 FAX (714) 731-9498
 www.hartzog-crabill.com

CERTIFICATE OF INCUMBENCY

The undersigned, Secretary of **Hartzog & Crabill, Inc.**, a **California** corporation (hereinafter "Corporation"), hereby certifies as follows:

1. That he/she is the duly elected, qualified and acting Secretary of the Corporation and is charged with maintaining the records, minutes and seal of the Corporation.
2. That pursuant to the Corporation's By-Laws, as amended, the following named person(s) was/were designated and appointed to the office(s) indicated below, and that said person(s) does/do continue to hold such office(s) at this time, and the signature(s) set forth opposite the name(s) are genuine signatures.

NAME	SIGNATURE	TITLE
<u>Trammell G. Hartzog</u>		<u>President</u>
<u>Gerald J. Stock</u>		<u>Executive Vice Pres./Secretary</u>

3. That pursuant to the Corporation's By-Laws, as amended, and certain resolutions adopted by the Corporation's Board of Directors, the person(s) designated to serve in the above-entitled capacity was/were given sufficient authority to act on behalf of and to bind the Corporation with respect to transactions involving the leasing of equipment, including without limitation to sale and lease back of such equipment, and that the execution by said person(s) of documents related to such transactions, including without limitation Master Lease Agreements and Equipment Schedules thereto, constitute a legally binding and enforceable obligation of the Corporation.
4. That pursuant to the Corporation's By-Laws, as amended, the undersigned has the power of authority to execute this certificate on behalf of the Corporation and that he/she has so executed this certificate and set the seal of the Corporation this 9 day of Nov., 2011.

(SEAL)

Signature: 

Name: Gerald J. Stock

Title: Executive Vice President/Secretary

INCUMBENCY.DOC

CERTIFICATION OF PROPOSAL SIGNED FORMS

Attachment: Proposed Agreement with Hartzog & Crabill, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)



CITY OF LAGUNA HILLS

April 2, 2020

To all Proposers:

SUBJECT: ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS (RFP) FOR ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT AND TRANSPORTATION ENGINEERING SERVICES

Please take note of the following modifications to the subject RFP. Please acknowledge this Addendum No. 1 and include a counter-signed copy in your Proposal.

1. Section 1. C. **"Instructions to Proposers and Procedures for Submittal"** and Section 2. **"PROPOSAL RESPONSE REQUIREMENTS"** are changed. Proposer shall submit one electronic copy of their Proposal, as one file, and one electronic copy of their Fee, as a second file, each clearly labeled, to Kenneth Rosenfield at this email address Krosenfield@lagunahillsca.gov by the due date and time as stated in the RFP. The electronic copy shall not exceed 20 MB and shall still comply with all other submission requirements identified in the RFP. Proposer remains solely responsible to confirm the City's receipt of the email submission by the due date and time. In addition, Proposer shall mail, by USPS, one original wet signed Proposal, one original wet signed Fee and one flash drive, post marked by the due date, to the address of record in the RFP. Copies of the Proposal are no longer required.
2. In-person interviews shall not be held. Interviews shall be held in the form of a video conference. Consultants selected for an interview shall provide a video link for the interview at their sole cost at the time and date specified by the City.
3. By issuance of this Addendum No. 1, there are no other changes to the RFP.

Sincerely,

Kenneth H. Rosenfield, P.E.
Assistant City Manager/Public Services Director

Receipt acknowledged:

By: 4-2-20

Name: Stuart Hart

Firm: HARTZOG & CRABILL, INC.

City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

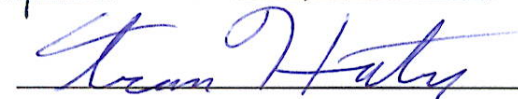
ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 7th day of April, 2020, at Tustin, California.



Signature of Authorized Representative

Trammell Hartzog

Name of Authorized Representative

President, Hartzog & Crabill, Inc.

Title of Authorized Representative

City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

ATTACHMENT 2

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Hartzog & Crabill, Inc.
Name (Please Print or Type)

By:  , President
Consultant's Signature & Title

Date: 04/07/2020

This executed form must be submitted with proposal.

City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP). By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer hereby represents and certifies that:

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

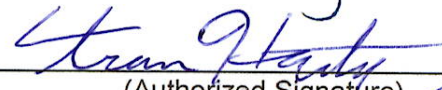
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from April 14, 2020.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct.

Executed this 7th day of April, 2020, at Tustin, California.

Name of Proposer: Hartzog & Crabill, Inc.

By: 
(Authorized Signature)

Type Name: Trammell Hartzog

Title: President

Date: 04/07/2020

Hartzog & Crabill, Inc.
Consulting Traffic Engineers

CERTIFICATE OF INSURANCE

Attachment: Proposed Agreement with Hartzog & Crabill, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/28/2019

3.6.b

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates DRA License 0020739 P. O. Box 10550 Santa Ana CA 92711-0550		CONTACT NAME: PHONE (A/C, No, Ext): 714-427-6810 FAX (A/C, No): 714-427-6818 E-MAIL ADDRESS: Certificates@dealeyrenton.com		
INSURED Hartzog & Crabill, Inc. 17852 E. 17th Street, Suite 101 Tustin CA 92780		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : American Automobile Ins. Co.		21849
		INSURER B : Associated Indemnity Corporation		21865
		INSURER C : XL Speciality Insurance Company		37885
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES **CERTIFICATE NUMBER:** 239976066 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☐ Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			AZC80929127	8/18/2019	8/18/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			AZC80929127	8/18/2019	8/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			AZC80929127	8/18/2019	8/18/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SCW0107141901	8/18/2019	8/18/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made			DPR9947191	8/18/2019	8/18/2020	Per Claim \$2,000,000 Annual Aggr. \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability coverage excludes Professional Liability.
Umbrella policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

For Proposal Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

2. Coverage C – Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

**Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Hartzog & Crabill, Inc.

Policy Number SCW0107141901

Producer: Dealey, Renton & Associates

Effective Date 8/18/2019

Schedule

Person or Organization
For Proposal Only

Job Description

...

Additional Premium %

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



Authorized Representative

RESUMES

Trammell Hartzog President

Years of Experience: 50

Education:

Associate of Arts - Mechanical Drafting,
Fullerton College, California, 1965

Traffic Signal Circuitry I & II,
Belmont Adult School, Los Angeles,
California, 1971

Computer Programming Courses,
Saddleback College, Mission Viejo,
California, 1984

Professional Affiliations:

Member, Orange County Traffic
Engineering Council (OCTEC)

Orange County Transportation
Commission Round Table

Traffic Signal Association (TSA),
Los Angeles, Orange, Riverside, and
San Bernardino Counties

With over 50 years of experience, Mr. Hartzog is a recognized expert in Traffic Signal Operations and in the design preparation of construction plans, specifications, and cost estimates of traffic signal systems. He has been retained by numerous cities to prepare plans for individual intersections, systems of signalized intersections, and also to be responsible for the operation of those signals citywide.

His recent responsibilities in this regard involve the Cities of Aliso Viejo, Laguna Hills, Laguna Niguel, and Rancho Santa Margarita. In these communities, his services were retained to develop Master Plan System coordination timing plans for (8) arterial roadways consisting of (101) signalized intersections. His assignments have also included implementation of a 120-intersection traffic signal management system for the City of Tustin.

His areas of expertise are signal design and signal operations, including the development, implementation, and calibration of coordination timing. Other areas of expertise include the design of signal interconnect, signing and striping plans, which also include the preparation of applicable project plans, specifications, and estimates.

RELEVANT EXPERIENCE:

Traffic Signal Operations Management (16 Cities, CA) On-Going -

Mr. Hartzog provides traffic signal timing and operation services for the Cities of Aliso Viejo, Cerritos, Cypress, Indian Wells, La Palma, Laguna Hills, Laguna Niguel, Lake Elsinore, Lake Forest, Mission Viejo, Moorpark, Rancho Santa Margarita, San Juan Capistrano, Stanton, Tustin, and Yorba Linda. These computerized services include daily reviewing/comparison of timing to verify if all traffic signals are in good working order. Any malfunctions logged are immediately reported to the City's designated agency or traffic signal maintenance contractor for dispatch. Historical data is also analyzed to identify traffic volumes and patterns to assist in determining if an adjustment to signal timing is necessary. Mr. Hartzog also verifies if timing is programmed correctly in each master and controller. This on-going monitoring and maintenance of signal timing for these city agencies combine for a total over (600) signalized intersections.

Oso Parkway/Pacific Park Drive Traffic Signal Synchronization Project (OCTA, Various Orange County Agencies) 2008 – This demonstration project was completed jointly between RBF Consulting, Inc. and HCI, and involved coordinating (34) intersections on (1) arterial within Cities from Aliso Viejo to Rancho Santa Margarita. The timing was developed by RBF and reviewed/implemented by HCI (*assisted local agency w/implementation*). HCI implemented all timing through both field-implementation and the central traffic signal system. HCI also fine-tuned the system and continued on-call for (9) months. Mr. Hartzog was responsible for the oversight and execution of this project.



Gerald J. Stock, PE, TE Executive Vice-President

RESUME

Years of Experience: 29

Education:

1989 BSCE, Civil Engineering,
University of Colorado, Denver

1978 BS, Geology,
California State University, Long Beach

Professional Registrations & Certifications:

Registered Civil Engineer–California
No. 52822

Registered Traffic Engineer–California
No. 2049

Chi Epsilon – 1989

Professional Affiliations:

American Public Works Association
American Society of Civil Engineers

Mr. Stock is Executive Vice President with the consulting firm of Hartzog & Crabill, Inc. (HCI) in charge of city and traffic engineering services. He provides consulting to public agencies from both a technical and organizational perspective. Mr. Stock's background includes a broad array of municipal projects from project conception through completion. He has directed city staffs in both long-term capital project planning as well as the day-to-day activities associated with managing a municipal engineering department.

Mr. Stock's experience includes over (29) years of project management, capital improvement planning, design, and contract administration. He is well-versed in both the technical and the political challenges of municipal engineering activities.

Mr. Stock has recently completed Engineering and Traffic surveys for the Cities of San Juan Capistrano, South Gate, Indian Wells, Laguna Niguel, and San Gabriel, and in prior years in Bellflower, Hermosa Beach, Laguna Hills, Monrovia, Monterey Park, Moorpark, Villa Park, and Yucaipa. In every case, the project was completed on time and on budget.

Administration:

Since 2000, Mr. Stock has served the City of Bellflower as contract City Engineer and City Traffic Engineer. Prior to joining HCI, Mr. Stock was employed by the City of Norwalk as their in-house City Engineer. Mr. Stock represents the Engineering/Public Works Department before the Public Safety and Planning Commissions, as well as the City Council for his client cities.

Mr. Stock has directed City staffs and consultants regarding the administration of client city's Congestion Management Program, NPDES activities, grant applications and grant administration, underground utility districts, and pipeline/utility franchises.

Transportation:

Most recently, Mr. Stock oversaw the design and construction of the widening of Bellflower Boulevard, between Artesia Boulevard and the SR-91 Freeway ramps, using Measure R funds via the SR-91/I-605 Freeway/I-405 Freeway Technical Advisory Committee.

Mr. Stock prepared intersection widening plans in the City of Laguna Hills, as well as completed the Engineering and Traffic Surveys for Speed Limits in the Cities of Laguna Hills, Laguna Niguel, San Juan Capistrano, and Yorba Linda.

The City of Bellflower selected Mr. Stock to represent the City on the technical advisory committee (TAC) of the SR-91/I-605 Needs Assessment Major Corridor Study. As vice-chair of the TAC, Mr. Stock's role is to ensure that the City's interests are protected during the planning and development of major improvements along the SR-91 and I-605 Freeways in Bellflower.

Scott Q. Ma, PE, TE Senior Engineer

Years of Experience: 20

Education:

2002 BSCE, Civil Engineering,
University of California, Berkeley

Professional Registrations & Certifications:

Registered Civil Engineer–California
No. 70812

Registered Traffic Engineer–California
No. 2519

Professional Affiliations:

Institute of Transportation Engineers

RESUME

Mr. Scott Ma is a Senior Engineer with the traffic engineering consulting firm of Hartzog & Crabill, Inc (HCI). Mr. Ma is registered Civil and Traffic Engineer with the State of California, and has over (20) years of engineering experience. Mr. Ma's responsibilities with HCI include preparing traffic analyses, traffic signal warrant studies, multiway stop warrant studies, parking studies, traffic index (TI) calculation, project management, and preparation of traffic and civil engineering construction plans, specifications and estimates (PS&E), including signing and striping plans. Mr. Ma is currently serving the City of Hermosa Beach as contract City Traffic Engineer, and previously served as consulting Traffic Engineer for over six years for the City of South Gate.

Prior Experience:

P&D Consultants / DMJM Harris / AECOM

2004-2008

Transportation Engineer

- Prepared Traffic Impact Studies
 - o Forecasted traffic volumes and project trip generation, distribution and assignment
 - o Calculated Level of Services (LOS)
 - o Identified significant adverse impacts based on City's or County's threshold of significances
 - o Recommended mitigation measures for significant adverse impacts
 - o Conducted traffic signal warrant analyses
 - o Analyzed site specific traffic issues such as on-site parking, sight distances, queuing analyses, gap analyses, truck turning analyses, parking structure operations, and neighborhood impacts
- Prepared Parking Studies
 - o Forecasted parking demand based on the shared parking methodology, Institute of Transportation Engineers (ITE) parking rates, City parking codes, and parking counts
 - o Analyzed parking demand versus parking supply
- Conducted Civil Engineering work
 - o Prepared demolition, paving, grading, street improvements, and signage and striping plans
 - o Calculated structural pavement thicknesses
 - o Designed vertical and horizontal curves
 - o Conducted truck turning analyses
 - o Prepared construction cost estimates

City of Oakland, CA – Transportation Services Department

2001-2002

Engineering Intern, Part Time

- Designed speed bumps/humps
- Evaluated speed bumps/humps requests by residents
- Evaluated Stop sign requests by residents
- Conducted speed zone surveys
- Conducted peak-hour time/speed trial runs on major arterials



Bernie Dennis, TE Senior Engineer

Years of Experience: 50

Education:
Bachelor of Arts (B.A.),
Business Administration/Economics
Chapman University, Orange, CA

Professional Registration:
Traffic Engineer (CA) TR-000596

Professional Affiliations:
Institute of Transportation Engineers
(ITE) – Fellow

Institute of Transportation Engineers
(ITE) – Expert Witness Council

RESUME

Mr. Dennis currently serves as a Senior Traffic Engineer for Hartzog & Crabill, Inc (HCI). Prior to his employment with HCI in 1996, Mr. Dennis had served as City Traffic Engineer for the City of Orange for 33 years. As Orange's first Traffic Engineer Mr. Dennis had the responsibility of establishing the Traffic Engineering Division and, ultimately, the responsibility for all traffic studies, surveys and investigations; investigation, design, construction and maintenance of all traffic signal and safety/street lighting systems; plan review for conformance to City Standards; all street signing and street painting; and associated administrative functions such as specifications, contract administration and inter-department or agency coordination.

Mr. Dennis also interfaced with Caltrans, OCTA and adjacent cities in developing major infrastructure and development projects; Growth Management Areas; and was the cities project manager for the I-5 Freeway improvements through the City of Orange.

During the eight years that Mr. Dennis was consulting Traffic Engineer for the City of Yorba Linda, that City experienced phenomenal growth with the planning, processing, and on-going construction of 5,000 dwelling units, a golf course, an "Old Towne" revitalization program and the Imperial Highway Improvement Project which encompassed not only widening, landscaping, raised medians, lighting and signal modifications but also significant interface with adjacent cities, OCTA and Caltrans for funding and the relinquishment of the highway to the City. Mr. Dennis and Hartzog & Crabill, Inc. provided the traffic and transportation engineering support and oversight for these projects in addition to conducting and presenting many and varied traffic studies to the City Traffic Commission.

As the consulting Traffic Engineer for the City of Rancho Santa Margarita for twelve years, Mr. Dennis has had the opportunities and challenges associated with establishing a traffic engineering presence in a "new" city. Major tasks have been assisting the City Engineer in the development and City Council adoption of the City's Traffic Engineering Policies and Procedures; establishing warrants and study formats; establishing and formalizing a Traffic Census Program; completion of the Engineering and Traffic Surveys for posting speed limits on the City's major and collector streets; assist in the development of the General Plan and Zoning Ordinance and, conduct a variety of comprehensive traffic calming, parking and school studies. While these studies were technical in approach and content, they also became educational tools to aid a City Council and Planning Commission who had not experienced these kinds of problems or solutions.



Michael A. Vallado

Associate Engineer

Years of Experience: 21

Education:

BSCE – Civil Engineering, 1997
California State University, CA

Professional Affiliations:

City Traffic Engineers (CTE)

Member, Orange County Traffic
Engineering Council (OCTEC)

Traffic Signal Association (TSA) for
Los Angeles, Orange, Riverside, and
San Bernardino Counties

RESUME

Mr. Vallado brings over (21) years of civil engineering experience specifically related to traffic engineering and signal design.

Five (5) of these years were devoted to managing the City of Glendora's Traffic Engineering section, while the last (16) years have been with Hartzog & Crabill, Inc. (HCI).

Mr. Vallado's responsibilities with HCI include conducting traffic-engineering warrant studies, developing traffic Level-of-Service (LOS) operational analysis reports and providing recommendations, preparing specifications, and project management of final preparation of project plans, specifications and estimates (PS&E) to client cities.

Mr. Vallado has also assisted with the construction management of several traffic signal construction projects for various client cities.

PRIOR EXPERIENCE:

City of Glendora, Public Works Department, Glendora, CA 1999-2003

Civil Engineering Assistant-Traffic

- ✓ Maintained the operations of forty (40) traffic signals in the city.
- ✓ Administered the entire process of the Traffic Safety Committee, including preparing the Agenda, gathering data for initial staff recommendations, notifying all affected residents, reserving Council Chambers, transcribing minutes from the meeting for City Council approval, and implementing all approved changes by issuing work orders.
- ✓ Designed and prepared plans, specifications, and estimates for new traffic signals, signal upgrades, and signing/stripping projects.
- ✓ Managed the duties of a Traffic Engineering Aide to assist in all aspects of the Traffic Engineering Division.
- ✓ Developed and implemented a new Preferential Parking District for residents in the vicinity of Glendora High School.
- ✓ Inspected sight-distance requests regarding traffic issues.
- ✓ Oversaw the speed hump design and installation project on Ada Ave between Cullen Ave and Glenwood Ave.
- ✓ Reviewed traffic control plans for all different types of project developments.

Scienscope International, Inc., Walnut, CA 1998-1999

Product Manager

- ✓ Developed and produced specifications and owner's manuals for all optical engineering products manufactured/sold.
- ✓ Answered technical information from company distributors and customers regarding manufactured products.
- ✓ Attended product trade shows in various cities and states to display/promote optical products and meet with clients.
- ✓ Assisted with marketing/advertising of all products in company Internet website, magazines, registers and suppliers handbooks.



FEE PROPOSAL FOR ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT, AND TRANSPORTATION ENGINEERING SERVICES

Prepared for:

**City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653**

Attention:

**Mr. Kenneth H. Rosenfield, PE, F.ASCE
Assistant City Manager / Public Services Director**

Presented by:

**Hartzog & Crabill, Inc.
Traffic Engineers
17852 E. 17th Street, Suite 101
Tustin, CA 92780
(714) 731-9455**



April 14, 2020

FEE PROPOSAL FOR ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT, AND TRANSPORTATION ENGINEERING SERVICES

I. COMPENSATION/PAYMENT SCHEDULE:

HCI is proposing to provide all engineering services listed in the City's RFP, under Section IV Scope of Services, identified under the categories of:

1. Traffic Engineering Services
2. Traffic Signal Operations Services
3. Transportation Engineering Services

By signing this transmittal below, we both attest that all hourly rates and information submitted in the attached Fee Proposal will be adhered to when entering into a new agreement with the City of Laguna Hills starting on July 1, 2020.

Very truly yours,
HARTZOG & CRABILL, INC.



Trammell Hartzog
President



Gerald J. Stock, PE, TE
Executive Vice President
City & Traffic Engineering Services

FEE PROPOSAL FOR ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT, AND TRANSPORTATION ENGINEERING SERVICES

I. COMPENSATION/PAYMENT SCHEDULE: *(continued)*

Traffic Engineering and Transportation Engineering Services

As specified in the City's RFP, under this separate envelope/file, HCI is proposing to use the attached Schedule of Hourly Rates for our proposed staffing plan positions that may be performing the various requested **On-Call Traffic and Transportation Engineering Services**. HCI will maintain these hourly rates during the duration of a new 5-year contract with the City of Laguna Hills, starting on July 1, 2020.

We propose to continue providing any City-requested **On-Call Traffic and Transportation Engineering Services** on a monthly time-and-materials (T&M) basis throughout the year. All proposed rates and costs per our Schedule of Hourly Rates include miscellaneous costs such as mileage, travel time, duplication, materials, incidental services, and clerical support.

HCI understands that proposals for specific individual services may/will be requested from firms which are selected and have executed agreements for professional on-call engineering services with the City. Upon request by the City contract officer, HCI will prepare and submit a specific proposal for services, which will include a set schedule, in order to obtain prior City approval and a Task Order. If approved by the City, a fully executed Task Order will be issued by the City, along with an authorization to proceed prior to commencement of work.

HCI is proposing this project as a sole prime contractor, and does not intend on using any sub-contractors, with exception to requested traffic count data collection and design potholing. A 10% fee for administration, coordination and handling will be added to the subcontracted services.

It is important to note, HCI has reviewed all tasks identified in the City's RFP, under Section IV Scope of Services, for the on-call traffic and transportation engineering services, and confirm that they are all included as part of our services to the City. There are no other required, additional or optional services to mention, unless requested by the City.

Please see the following page (3 of 3) for our Fee regarding **Traffic Signal Operations Services**.

Schedule of Hourly Rates
for City of Laguna Hills
Effective July 1, 2020

Classification	Hourly Rates
Expert Witness / Deposition.....	\$285
Litigation Consultation.....	\$255
Two-Person Survey Crew.....	\$255
Litigation Field Evaluation.....	\$230
Principal Consultant.....(Tram Hartzog & Jerry Stock, PE, TE).....	\$175
Project Manager.....	\$165
Registered Land Surveyor.....	\$160
Senior Engineer.....(Scott Ma, PE, TE & Bernie Dennis, TE).....	\$150
Storm Water Permit Compliance Engineer.....	\$150
Associate Engineer.....(Michael Vallado).....	\$145
Construction Manager.....	\$135
Traffic Signal System Supervisor...(Greg Cabey).....	\$135
Mural Artist.....	\$135
Senior Designer.....(Todd Hartzog & Dave Martorano).....	\$130
Traffic Signal Systems Specialist..(Dave Pickrell & Michael Powers).....	\$125
Assistant Engineer.....	\$120
Draftsperson.....	\$100
Technician.....	\$ 85
Word Processor.....	\$ 70
Clerical.....	\$ 55
* Traffic Counts (Cost, plus 10%).....	\$ *

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 10% fee for administration, coordination and handling will be added to subcontracted services. **This Schedule of Hourly Rates is effective as of July 1, 2020.** Mileage shall be per current IRS rate (rate can be found at the following link: <https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2020>)

FEE PROPOSAL FOR ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT, AND TRANSPORTATION ENGINEERING SERVICES

I. COMPENSATION/PAYMENT SCHEDULE: *(continued)*

Traffic Signal Operations Services

Since HCI has been managing the citywide traffic signal system for the City of Laguna Hills over the past several years, HCI proposes to continue to utilize our own licensed copy of the Centrac/Aries Traffic Signal Management softwares for providing these on-going traffic signal operations support/management services. Moreover, HCI proposes to continue our "on-going" traffic signal operations support services on a scheduled daily basis to complete the monitoring, maintenance calls, field-visits, timing adjustments, etc., necessary for continuous/efficient signal operations management.

As mentioned in our proposal, our staff knows the City of Laguna Hills very well and there are no initial tasks or field verifications necessary to setup the traffic signal management system (i.e., HCI has no learning curve that would be required as part of a new implementation for another consultant). Primarily, **Mr. Trammell Hartzog**, Mr. Greg Cabey, **Mr. Dave Pickrell**, and Mr. Michael Powers will remain available to continue providing these traffic signal operations services. HCI does not intend on using any subcontractors for these traffic signal operations services, as our staff is more than capable of providing all listed services.

In review of this current fiscal year's invoicing (from July 1, 2019 to March 31, 2020), which includes providing OCTA RTSSP corridor support, HCI proposes the following hourly rates for performing **the Traffic Signal Operations Support Services** as shown broken-down below:

\$175.00/hour	X	1 hours/week	=	\$175.00 per week,
\$175.00/week	X	52 weeks/year	=	\$9,100.00 per year,
\$9,100.00/year	/	12 months	=	\$758.33 per month.
+				
\$125.00/hour	X	6.5 hours/week	=	\$812.50 per week,
\$812.50/week	X	52 weeks/year	=	\$42,250.00 per year,
\$42,250.00/year	/	12 months	=	\$3,520.83 per month.

In other words, HCI proposes a (7.5) hours/week for **Traffic Signal Operations Support Services**, including OCTA RTSSP corridor support, to the City of Laguna Hills for a total contract amount of **\$51,350.00 per year (or \$4,279.16 per month)**, which is guaranteed for the full term of the new agreement. **It is important to note, HCI has reviewed all tasks identified in the City's RFP, under Section IV Scope of Services for the traffic signal operations support services, and confirm they are included as part of our services to the City.**

PROFESSIONAL SERVICES AGREEMENT
RK Engineering Group, Inc.
*On-Call Traffic Engineering, Traffic Signal Operations Support, and
 Transportation Engineering Consulting Services*

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2020 by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and RK ENGINEERING GROUP, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed full-service traffic engineering firm to provide the City with on-call traffic engineering, traffic signal operations, and transportation engineering consulting and support services, as well as to provide the City with other as-needed traffic engineering consulting services on a Task Order basis, as may be required fulfill the City's operational needs and to support the Capital Improvement Program (the "Project").

B. In response to City's Request for Proposals, dated March 9, 2020, Consultant has submitted to City a proposal, dated April 3, 2020, to provide professional traffic engineering, traffic signal operations, and transportation engineering consulting and support services, as well as to provide the City with other as-needed traffic engineering consulting services, on an on-call basis to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these professional services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel, specialized equipment, and technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional

traffic engineering consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated April 3, 2020, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant’s signed, original Proposal/Scope of Work dated April 3, 2020 (“Consultant’s Proposal”) and submitted to City, which shall both be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal is attached hereto as Exhibits “A” and is hereby incorporated by reference and made a part of this Agreement. All provisions of this Agreement and the Consultant’s Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant’s Proposal (Exhibit “A”).

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. 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 Work and 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 performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold 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 such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement

and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Consultant's Proposal/Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Annual Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges as set forth in the Schedule of Compensation/Fees, which is attached hereto collectively as Exhibit "A" and is incorporated herein by reference, but not exceeding the annual maximum contract amount of One Hundred Thousand Dollars (\$100,000.00) (hereinafter referred to as the "Annual Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2020 through June 30, 2022). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting

forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/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.

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

3. SCHEDULE OF PERFORMANCE

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

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2020 and ending on June 30, 2025 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to

renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions (“Renewal Option”).

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Robert Kahn, PE, TE, Founding Principal.** It is expressly understood that the experience, knowledge, education, capability, expertise, 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 Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by

operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility & Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

B. Automobile Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars

(\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: 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.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance Endorsements. 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 written approval. 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. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to provide the following:

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; and

2. Additional Insured Endorsements: 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 Agreement; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance 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.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance 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.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. 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 written approval. The certificates of insurance and original 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. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies, or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. 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 hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole negligence, active negligence, or willful misconduct.

7. REPORTS AND RECORDS

7.1 Accounting 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 to 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.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or

Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 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. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as 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 Orange, 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.

8.2 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.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies 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 and 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.

8.7 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 declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it 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.

9.3 Covenant Against Discrimination. In connection with its performance under

this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City: City of Laguna Hills
 Attention: City Manager
 24035 El Toro Road
 Laguna Hills, California 92653
 Telephone: (949) 707-2600
 Facsimile: (949) 707-2633

To Consultant: RK Engineering Group, Inc.
 Attention: Robert Kahn, PE, Principal
 4000 Westerly Place, Suite 280
 Newport Beach, California 92660
 Telephone: (949) 474-0809

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. 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 hereto.

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

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not

violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 Labor Code Requirements.

A. 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 Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. 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. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or 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 Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

10.10 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY"
City of Laguna Hills,
 a California municipal corporation

 JANINE HEFT,
 Mayor

ATTEST:

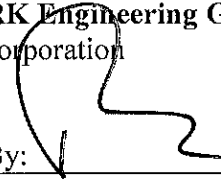
(SEAL)

 MELISSA AU-YEUNG,
 Assistant to the City Manager/City Clerk

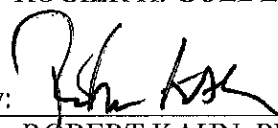
APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
RK Engineering Group, Inc., a California
 corporation

By: 

 ROGIER H. GOEDECKE, President

By: 

 ROBERT KAHN, PE
 Founding Principal

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

FOR

**ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT,
AND TRANSPORTATION ENGINEERING CONSULTING SERVICES**

DATED: APRIL 3, 2020

SCOPE OF SERVICES FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES



PROPOSAL

RFP ON-CALL TRAFFIC ENGINEERING,
TRAFFIC SIGNAL OPERATIONS SUPPORT AND
TRANSPORTATION ENGINEERING SERVICES

CITY OF LAGUNA HILLS



Monday, April 3, 2020

4000 Westerly Place, Suite 280, Newport Beach, CA 92660
Tel. 949.474.0809 • www.rkengineer.com

April 3, 2020

CITY OF LAGUNA HILLS
 Attention: Mr. Kenneth Rosenfield
 Assistant City Manager/Public Services Director
 24035 El Toro Road
 Laguna Hills, CA 92653

**Subject: RFP ON-CALL TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS
 SUPPORT AND TRANSPORTATION ENGINEERING SERVICES**

A. Cover Letter:

Dear Mr. Rosenfield:

RK ENGINEERING GROUP, INC. (RK) is pleased to submit this Statement of Qualifications (SOQ) to the City of Laguna Hills. It is our understanding that the City of Laguna Hills is seeking the services of professional engineering consultants for On-Call TRAFFIC ENGINEERING, TRAFFIC SIGNAL OPERATIONS SUPPORT AND TRANSPORTATION ENGINEERING SERVICES to the City of City of Laguna Hills. In this manner, the City will be able to efficiently address on-going transportation engineering and planning needs in a timely manner. By working with consultants that are familiar with the City of Laguna Hills and the region, and are easily available to staff, the consultants will be able to act as an extension of the City staff to quickly provide parking and traffic engineering services to the City.

RK has been contracted with the City of Laguna Hills for **On-Call Transportation Engineering Services** since June of 2010. As of June 30th, 2015, the professional services agreement was extended until June of 2020. During this time, RK worked closely with City staff on various transportation engineering projects. Currently, RK is teaming with City staff to provide Transportation Impact Guidelines for the Implementation of SB-743.

With decades of local experience, RK is an ideal candidate to augment the City's traffic consulting services. RK has been located in Orange County for over 30 years. RK has successfully completed hundreds of traffic engineering projects throughout Orange County, including the City of Laguna Hills. RK would provide the City with quality traffic engineering services and ensure that they meet the City's standards using an innovative, on-time, and on-budget approach to completing the necessary tasks that the City requires.

RK has familiarity and experience with the local roadway network, City Staff, City engineering standards, regional regulatory agencies (Caltrans, adjacent cities, OCTA, etc.), as well as the City's land uses and roadway network. In the past RK has teamed with City staff and many local developers on transportation/parking related projects.

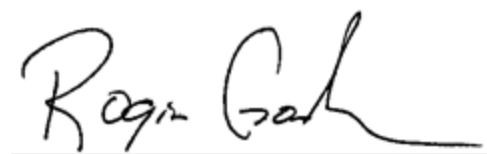
RK offers decades of local experience and expertise which will be an asset to the City of Laguna Hills. RK will provide exceptional engineering services on a short notice. All projects assigned by the City will be a priority and handled with urgency by senior staff (Mr. Robert Kahn, P.E., T.E., Rogier Goedecke, AICP, and/or Mr. Alex Tabrizi, P.E., T.E.). RK will team closely with City staff on assigned projects.

RK has been located near the City of Laguna Hills for over 30 years. We are proud to be a local transportation engineering firm and we would be honored to continue to team with the City to provide On-Call Transportation Engineering Services.

If you have any questions regarding our firm, or if you would like to arrange an interview, please do not hesitate to call us at (949) 474-0809.

Thank you for your consideration.

Respectfully submitted,
RK ENGINEERING GROUP, INC.



Rogier Goedecke
President

B. Company Data:

1. Official name and address.
RK Engineering Group, Inc.
4000 Westerly Place, Suite 280
Newport Beach, CA 92660
2. Name, address, and telephone number of the Proposer's primary point of contact.
Rogier Goedecke, President
rg@rkengineer.com
RK Engineering Group, Inc.
4000 Westerly Place, Suite 280
Newport Beach, CA 92660
www.rkengineer.com
Tel: 949.474.0809
3. Indicate what type of entity (corporation, company, joint venture etc.).
California, Subchapter S Corporation
4. Federal Employer I.D. Number.
33-0940774
5. The address, telephone numbers and authorized email addresses of each of your firm's locations.
Same as Primary Address
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
RK is 100% privately owned. RK is not owned by any outside business or individual.
7. Number of years Proposer has been in business under the present business name.
RK Engineering Group, Inc. (RK) has been doing business under its present name since 2001.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.
RK has been providing transportation engineering services since 1988 (31 Years).

9. All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:

The RK team has provided consulting and engineering services for a large number of public agencies. The following is a list of some of the public agencies that RK has provided consulting and engineering services for in the past five years:

1) City of Perris

- Year started and completed: **2015- On-Going**
- Proposer's Scope of Work: **On-Call Professional Traffic Engineering Services**
- Client or Agency Name: **City of Perris**
- Project Description: **Various Traffic Engineering Services**
- Project Manager: **Mr. Stuart McKibbin, P.E.**
- Developer of project: **N/A**
- Cost of construction, if any: **N/A**

2) City of San Jacinto

- Year started and completed: **2015- On-Going**
- Proposer's Scope of Work: **On-Call Professional Traffic Engineering Services**
- Client or Agency Name: **City of San Jacinto**
- Project Description: **Various Traffic Engineering Services**
- Project Manager: **Mr. Stuart McKibbin, P.E.**
- Developer of project: **N/A**
- Cost of construction, if any: **N/A**

3) City of Aliso Viejo

- Year started and completed: **2015- On-Going**
- Proposer's Scope of Work: **On-Call Professional Traffic Engineering Services**
- Client or Agency Name: **City of Aliso Viejo**
- Project Description: **Various Traffic Engineering Services**
- Project Manager: **Mr. Shaun Pelletier, P.E.**
- Developer of project: **N/A**
- Cost of construction, if any: **N/A**

4) City of Laguna Niguel

- Year started and completed: 2020- On-Going
- Proposer's Scope of Work: On-Call Professional Traffic Engineering Services
- Client or Agency Name: City of Laguna Niguel
- Project Description: Various Traffic Engineering Services
- Project Manager: Mr. Aaron Spradlin
- Developer of project: N/A
- Cost of construction, if any: N/A

5) City of Costa Mesa

- Year started and completed: 2015- On-Going
- Proposer's Scope of Work: On-Call Professional Traffic Engineering Services
- Client or Agency Name: City of Costa Mesa
- Project Description: Various Traffic Engineering Services
- Project Manager: Mr. SHIRJEEL MUHAMMAD, MS, PE
- Developer of project: N/A
- Cost of construction, if any: N/A

6) City of Newport Beach

- Year started and completed: 2015- On-Going
- Proposer's Scope of Work: On-Call Professional Traffic Engineering Services
- Client or Agency Name: City of Newport Beach
- Project Description: Various Traffic Engineering Services
- Project Manager: Mr. Tony Brine, PE
- Developer of project: N/A
- Cost of construction, if any: N/A

10. Any failures or refusals to complete a contract and explanation.

No, all work performed has been completed to the satisfaction of the public agency or is currently in process for completion.

11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.

1. Robert Kahn, PE RK Founding Principal
2. Rogier Goedecke, RK President
3. Allison Goedecke, RK Senior Transportation Planner

12. Financial interests in other lines of business.

N/A

13. Litigation/Adverse Judgement History. Provide a list of all litigation (including all complaints or responses to complaints) filed against the Proposer and any proposed Principal/Project Manager within the last 5 years only, related to performance of a professional services agreement or participation on a project. Provide the date that the complaint was filed, the name of the plaintiff(s), the nature of the litigation and list the causes of action set forth in the complaint, the amount of damages and relief asserted, the project name, describe the role of the Proposer and any proposed Principal/Project Manager in the project, provide the names of the parties involved, status of the case, and a summary of the dispute resolution and/or outcome (including current status for any unresolved litigation) (e.g., trial/judgement, arbitration/mediation, settlement, etc.).

N/A There has been no litigation/complaints filed against RK on any project.

14. Termination of Contract "For Cause" History. Describe the conditions or circumstances surrounding any professional services agreement or other services contract (or portion thereof) entered into by the Proposer and any proposed Principal/Project Manager within the last 5 years only that was terminated for cause or which required completion by another party. Describe the reasons for termination, the reasons specified by the client/owner for any such termination, whether the Proposer and proposed Principal/Project Manager disputed the client/owner's position and/or the stated justification for terminating for cause, as well as the dispute resolution and/or outcome of the dispute (including the current status for any unresolved notice of termination for cause).

N/A RK has not had a termination of any professional services contract.

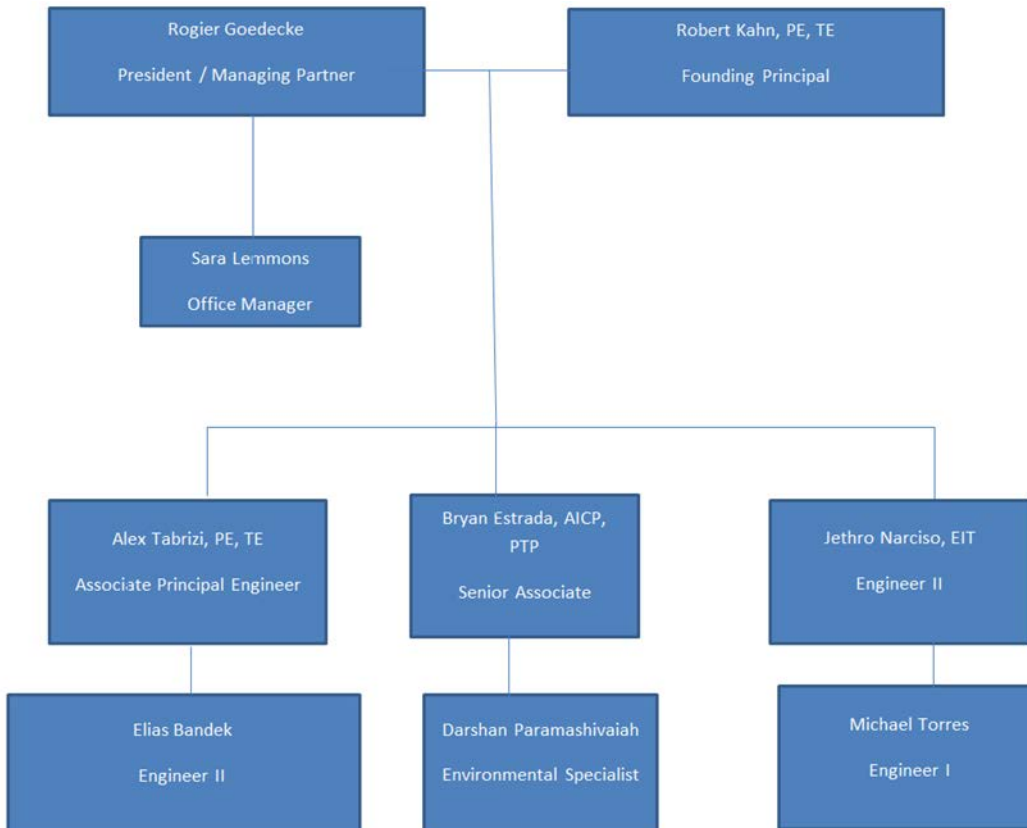
C. Resumes and Qualifications of Personnel:

Key Project Management Team

Mr. Robert Kahn, P.E, T.E., Founding Principal of RK Engineering Group, Inc. will be the principal in charge for the On-Call Professional Engineering Services. On a project or task level, key staff members will support Mr. Kahn on the project. Mr. Kahn would be supported by Mr. Alex Tabrizi, P.E., T.E., Mr. Rogier Goedecke (President), Mr. Bryan Estrada, PTP, and other support staff on an as-needed basis.

Appendix A contains the firm's Qualifications Package and detailed resumes of key staff.

D: Organizational Chart:



If RK has a change in Key staff members that are assigned to the Professional Services Agreement, RK will notify the City of Laguna Hills and present the City with a transition plan in order to confirm that current and future assignments can continue to be completed as planned. Rogier Goedecke (President) will be responsible for informing the City of any staff changes that relate to the Professional Services Agreement.

E: References:

1. Mr. Shaun Pellitier, PE
 City Engineer
 City of Aliso Viejo
 12 Journey
 Aliso Viejo, CA 92656
 (949) 425-2533

RK has provided on-call traffic engineering services to the City of Aliso Viejo since 2008. Below is a list of some of the recent projects:

Aliso Viejo Town Center Concept Plan Traffic and Parking Impact Study, City of Aliso Viejo
City of Aliso Viejo 2016 Traffic Flow Map, City of Aliso Viejo
Oak View Drive and Westridge Drive All-Way Stop Analysis, City of Aliso Viejo
El Toro Road at Aliso Creek Synchro Traffic Review, City of Aliso Viejo
Canyon Vistas All-Way Stop, Crosswalk and Traffic Review, City of Aliso Viejo
Summary Engineering and Traffic Study for Speed Limits, City of Aliso Viejo
Sanborn at Chase All-Way Warrant Analysis, City of Aliso Viejo

2. Tony Brine, P.E., T.E.
 City Traffic Engineer
 100 Civic Center Drive
 Newport Beach, CA 92660
 Phone: (949) 644-3329
 e-mail : tbrine@newportbeachca.gov

RK has provided on-call traffic engineering services to the City of Newport Beach since 2015. Below is a list of some of the recent projects:

Balboa Peninsula Modern Roundabout Design City of Newport Beach
CDM / PCH Bypass Traffic Analysis, City of Newport Beach
Mariners and Dover Shores Neighborhood Traffic Calming Study, City of Newport Beach

4. Stuart E. McKibbin, PE
 City Engineer
 City of Perris
 24 South D Street, Suite 100
 Perris, CA 92570
 951.943.6504

RK has provided on-call traffic engineering services to the City of Perris since 1992. Below is a list of some of the recent projects:

Murrieta Road-Citrus Avenue to Orange Avenue Engineering and Traffic Survey, City of Perris
Redlands Ave at Jarvis Street & Redlands Ave at Citrus Avenue Traffic Signal Warrant Analysis
March Plaza Signing and Striping Plan Check Review, City of Perris
"C" Street 4th Avenue to San Jacinto Avenue, & 3rd Street Signing and Striping Plans, City of Perris

F: Project Understanding, Overview and Approach:

Our proximity to the City of Laguna Hills is convenient for face-to-face meetings with City Staff and public hearings. RK Staff will be available to interface with City Staff, conduct field reviews, participate in public hearings, etc.

The RK team has the availability and flexibility required to take on projects on short notice and deliver on expedited schedules.

RK will provide a detailed scope of work, time frame and budget to City staff in the form of a letter proposal prior to initiating the scope of work. The letter proposal will include a list of all services to be provided, a list of RK team members that will be active on the project and the estimated number of hours for each task. A total budget will also be provided. RK will always assign Mr. Robert Kahn, P.E., T.E. and/or Mr. Alex Tabrizi, P.E., T.E. Rogier Goedecke, President to be the primary contact and lead for any City of Laguna Hills projects.

When a new project is assigned, RK will immediately initiate the work effort. All projects assigned by the City of Laguna Hills will be a priority. Budgets, time frames and scopes of work will be followed closely. RK will attend a kickoff meeting with City staff if needed. During the work effort, RK will continue to interface with the City on a weekly basis in order to provide updates, preliminary results, etc. RK will provide the City with results and recommendations that are in the form of text, tables, exhibits, graphs, etc.

RK recognizes the importance of reviewing all technical documents for accuracy and consistency with engineering standards. RK has an adaptive internal quality control program in place. All work assignments are internally reviewed, discussed and revised by RK senior staff engineers prior to submittal to the City. The quality control program is regularly reviewed by RK team members in order to continuously provide accurate data.

When required, Mr. Robert Kahn, P.E., T.E., Mr. Rogier Goedecke, Mr. Bryan Estrada, AICP, and/or Mr. Alex Tabrizi, P.E., T.E., will attend staff meetings, public hearings, workshops, community meetings, etc. in order to share essential data for the assigned project.

RK has extensive experience in providing the following **on-call, on-budget, and on-time traffic engineering services**:

RK Traffic Engineering Services

- a) Perform spot speed studies by radar with a licensed radar gun and technician.
- b) Perform Traffic and Engineering Studies appropriate to set speed limits.
- c) Perform 24-hour traffic counts, intersection turning movement counts and truck distribution counts.
- d) Evaluate intersection Level of Service.
- e) Evaluate corner/hill/curve sight distance.
- f) Evaluate requests for various traffic controls in accordance with the California MUTCD and Vehicle Code.
- g) Evaluate residential streets traffic calming requests in accordance with City Policy.
- h) Update the City's Traffic Signal Master Plan.
- j) Perform a citywide high accident location analysis and recommend mitigation measures, as applicable.
- k) Prepare reports on study findings and present same to the City's Traffic Commission, as requested.
- l) Assist with budget evaluation of proposed Capital Improvements.
- m) Design new traffic signal installation projects and modifications to existing traffic signal equipment utilizing applicable State Standards and Specifications and City standards.

RK Transportation Engineering Services

- a) Evaluate proposed private development traffic studies and assist Staff in preparing Conditions of Approval for project planning approvals.
- b) Assist the City with identifying and monitoring the implementation of City Policy for reductions in Vehicle Miles Travelled (VMT) requirements under SB743
- c) Assist the City with meeting the annual Measure M compliance requirements as related to transportation management.
- d) Evaluate other agencies' public and private development proposals for impacts on the City's transportation network.
- e) Be available to present development traffic impact evaluations to the City's Traffic Commission and City Council.

G: Schedule:

When a new project is assigned, RK will immediately initiate the work effort. All projects assigned by the City of Laguna Hills will be a priority. Budgets, time frames and scopes of work will be discussed and followed closely. RK will attend a kickoff meeting with City staff if needed. During the work effort, RK will continue to interface with the City on a weekly basis in order to provide updates, preliminary results, etc. RK will provide the City with results and recommendations that are in the form of text, tables, exhibits, graphs, etc.

H: Communication Plan:

The key to any successful project is to provide consistent and clear communication with all stake holders. Our proximity to the City of Laguna Hills is convenient for face-to-face meetings with City Staff and public hearings. RK Staff will be available to interface with City Staff, conduct field reviews, participate in public hearings, etc.

RK will team with the City of Laguna Hills and provide the City staff with updates on weekly progress, milestones attained, data and any other relevant project related status via, emails, telephone calls, onsite meetings, etc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **3.6.c**
1/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 790 E Colorado Blvd, #460 Pasadena, CA 91101	CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): 626 844-3070 E-MAIL ADDRESS: mswaney@dealeyrenton.com	FAX (A/C, No):
INSURED RK engineering group, inc. 4000 Westerly Place, Suite: 280 Newport Beach, CA 92660 949 474-0809	License#: 0020739 RKENGIN-01	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. NAIC # 37885 INSURER B: The Travelers Indemnity Company of Connecticut 25682 INSURER C: Hartford Accident and Indemnity Company 22357 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1711492229 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	6807H177835	10/14/2019	10/14/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ NoOwnedAutos	Y	Y	BA5429L603	10/14/2019	10/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	72WEGAC8H7A	2/12/2020	10/14/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	☐ Professional Liability			DPS9935753	1/1/2019	1/1/2021	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AM Best's Rating for all policies is A/XII or greater. WC Policy was short-termed to match up with other policy effective date. Professional Liability policy is E&O Liability.
The City of Laguna Hills, its officers, council members, officials, employees, agents and volunteers are named as additional insured as respects general & aut liability as required per written contract or agreement.

CERTIFICATE HOLDER City of Laguna Hills 24035 El Toro Road Laguna Hills CA 92653	CANCELLATION 30 day Notice will be sent SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Attachment: Proposed Agreement with RK Engineering Group, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)

City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

1. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Laguna Hills or of anyone interested in the proposed contract.
5. Proposer affirms that all statements contained in the Proposal and related documents are true and correct.
6. Proposer has not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. Proposer has not entered into any arrangement or agreement with any City of Laguna Hills public officer in connection with this proposal.
8. Proposer understands that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 13 day of April, 2020, at Newport Beach, California.

Signature of Authorized Representative

Rogier Goedecke

Name of Authorized Representative

President

Title of Authorized Representative

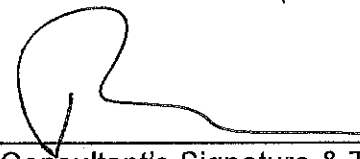
City of Laguna Hills
RFP ON-CALL TRAFFIC ENGINEERING CONSULTING SERVICES

ATTACHMENT 2

**CONSULTANT'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant agrees, acknowledges, understands and is fully aware of the insurance requirements as specified in **Section 5, Insurance Requirements** of the attached sample Agreement for Professional Services (Attachment 4) and hereby accepts all conditions and requirements as contained therein.

Consultant: Rogier Goedecke
Name (Please Print or Type)

By:  President
Consultant's Signature & Title

Date: 4/13/2020

This executed form must be submitted with proposal.

Appendix A

RK Engineering Group, Inc.

Qualification Details & Staff Resumes

Quality Transportation Solutions

Why Choose RK?

- Innovation
- Experience
- Reputation
- Expertise
- Creativity
- Client Satisfaction



RK Solutions



Transportation Planning

Traffic Impact Studies
Transportation Planning
Transportation Demand Management
Homeowner Association Traffic Review
Parking Demand Studies
Engineering and Speed Surveys
Traffic Calming



Traffic Engineering & Design

Traffic Signal & Signing/ Striping Plans
Traffic Control Plans
Traffic Engineering Studies
Parking Lot Layouts
Traffic Calming Design
Traffic Signal Coordination Analysis
Routes to School



Environmental Engineering

Noise and Air Quality Studies
Sound Barrier Analysis
General Plan Noise
& Air Quality Elements
Noise Ordinance Compliance
Room to Room Acoustical Analysis
Noise and Air Monitoring/ Analysis

Contact

Robert Kahn, P.E.
Principal
Rogier Goedecke
Vice President, Operations

4000 Westerly Place
Suite #280
Newport Beach, CA 92660
Ph. – 949.474.0809
Fax – 949.474.0902
E-mail – info@rkengineer.com
<http://www.rkengineer.com>



Qualifications Statement

RK engineering group, inc. uniquely combines engineering expertise and professionalism with creative thinking and innovative problem solving. The result is an extraordinary transportation engineering firm that possesses the requisite expertise as well as the ability to look across disciplinary boundaries for solutions others may overlook.

This innovative approach is evident by the breadth of services available to RK engineering group, inc.'s diverse clientele that includes regional governments, counties, cities, special districts, school districts, community associations, private developers and contractors, engineering and planning firms. Each client receives what RK engineering group, inc. is known for...on time, on target, on budget professional service.

The Complete Range of Transportation Engineering Expertise

RK engineering group, inc. is a complete transportation engineering firm offering the full range of services including:

- Transportation Planning
- Traffic Engineering
- Traffic Impact Studies
- Circulation Elements
- Transit/Pedestrian Systems
- Parking Studies
- Traffic Signal and Signing/Striping Plans
- Traffic Control Plans
- Street Lighting Plans
- Community Traffic Calming
- Traffic Signal Timing

RK engineering group, inc. also integrates transportation, air quality and noise impacts into environmental engineering services including:

- Acoustical Studies
- Sound Barrier Analysis
- Noise Elements
- Noise Ordinance Compliance
- Air Quality Studies

The Right Personnel for the Job

RK engineering group, inc.'s staff represent more than 70 years of cumulative experience in traffic engineering and related disciplines.

Beyond this experience, RK engineering group, inc. personnel are recognized leaders in the fields of transportation planning, traffic impact analysis, circulation planning, multi-modal planning, parking studies, and environmental engineering.

The combination of this experience and expertise means that major program assignments and small technical studies are all successfully completed to the satisfaction of RK engineering group, inc.'s clientele.

Quality Work Attracts Quality Clients

Perhaps the best measure of a firm's capabilities is the quality of the clientele it attracts. RK engineering group, inc. is pleased to count among its satisfied clientele the Orange County Transportation Authority, and the Transportation Corridor Agencies as well as the counties of Orange and Riverside.

Municipal clients have included the cities of Canyon Lakes, Huntington Beach, Irvine, Mammoth, Mission Viejo, Moreno Valley, Murrieta, Newport Beach, Perris, Rancho Santa Margarita, and San Juan Capistrano. Institutional clientele have included a range of school districts as well as respected institutions like the University of California, Irvine; Pomona College, Western State University College of Law, and California Baptist College. Community Association clients include the CZ Master Association in Coto de Caza, Aliso Viejo Community Association and numerous other associations.

RK engineering group, inc.'s client list also includes more than 500 private sector companies ranging from developers and engineers to urban planners.

Qualifications Statement

Traffic Impact Analysis

RK engineering group, inc. staff have prepared several hundred traffic impact studies throughout Southern and Central California, as well as Southern Nevada, Arizona and Colorado. Work products provided by the firm includes conceptual planning/feasibility studies or detailed design recommendations. The firm can evaluate both existing conditions and the effects of future development upon infrastructure requirements. RK engineering group, inc. staff have prepared numerous studies in compliance with Congestion Management Program (CMP) requirements.

RK engineering group, inc. responsibilities can include representing clients at Board of Supervisors, City Council and Planning/Traffic Commissions meetings; serving as a liaison with company/public agency representatives on technical matters involving traffic impacts; working with County, regional and state agencies to secure government approvals and funding for projects; and interfacing with other firms to provide coordination of engineering/planning and design of projects.

Circulation Planning

RK engineering group, inc. has a broad range of experience including city general plan circulation elements, specific plans, traffic control assessments for special attractions or major events, site access evaluations, traffic management plans and fee program studies.

RK engineering group, inc. services include the preparation of neighborhood traffic management plans to reduce volumes on residential streets, minimize vehicle speeds, and address "cut through" traffic issues. Traffic calming solutions which have been addressed are based on design and management strategies that aim to allow safer neighborhoods for residents. These solutions include roundabouts, street closures, speed humps, chokers, and access restrictions.

RK engineering group, inc. also provides services for school districts. These services include, but are not limited to sidewalk improvements, pedestrian and bicycle crosswalks, traffic control devices as well as diversion of traffic. Also, other services may include revising and recommending feasible school circulation as well as parking lot design for designation of "pick-up" and "drop-off" parking zones. This service is intended to provide a safe route of travel and a safe traffic environment for children attending schools.

Transportation Demand Management

Transportation demand management (TDM) strategies designated for local government action have taken on increased importance in light of federal conformity requirements. Many local governments have adopted trip reduction ordinances to comply with the state and federal mandates. RK engineering group, inc. has prepared TDM plans for industrial, office, retail and residential projects throughout Southern California. RK engineering group, inc. services include the determination of appropriate transportation control measures as well as project-specific implementation and monitoring strategies.

Transit Planning

The increasingly intermodal aspects of regional and local transportation are being addressed by RK engineering group, inc. on an integrated basis. RK engineering group, inc. staff have prepared detailed studies of on-road and rail transit services, including corridors and stations.

RK engineering group, inc. has provided assessments of the location, design and travel patterns associated with commuter rail stations in Orange County, San Bernardino County and Kern County. Accommodations for public transportation services, such as bus turnouts and pedestrian access linkages, have been incorporated into many large and small development projects based upon RK engineering group, inc. inputs.

Qualifications Statement

Parking Studies

RK engineering group, inc. has completed a number of parking studies for residential, commercial and industrial developments. Studies have included evaluating existing parking demand and the assessment of "shared parking" through the use of ULI shared parking evaluation procedures. Parking management plans have been developed to control parking for high parking generators (i.e. large institutional uses and special events including raceways and concerts).

RK engineering group, inc. develops creative and innovative methods for maximizing the efficiency of available parking resources.

Re-evaluating existing parking facility designs to improve circulation, safety, modify control operations and maximization of parking spaces is also a specialty of the company.

Environmental Engineering

As communities continue to evolve and develop, environmental noise and air quality impacts are a potential by-product of community expansion. RK engineering group, inc.. services include EIR air/noise studies, noise contour analysis, noise exposure maps (NEM), air/noise impact studies, community and environmental air/noise planning and noise mitigation design. The effects of traffic on noise and air quality are a significant by-product of roadway design. Robert Kahn, P.E. a Certified Acoustical Engineer (No. 112-88) in the County of Orange and is supported by Michael Dickerson, INCE (Institute of Noise Control Engineers) member. RK engineering group, inc. services include acoustical studies, truck mix studies, noise control assessments and noise mitigation design.

RK engineering group, inc. uses "state of the art" computer modeling to project noise impacts and also has the equipment to perform field measurements.

Traffic Engineering

RK engineering group, inc. provides a full range of traffic engineering capabilities including the design of traffic signals, signing and striping, street lighting and worksite traffic control plans. RK engineering group, inc. also provides studies for traffic signal warrants, weaving analysis, intersection safety studies and many other traffic engineering services that also include, but are definitely not limited to, pedestrian/ bicycle studies, warrant analysis, CA MUTCD compatibility and sight distance reviews. Work products provided by the firm can include concept plans, improvement plans, construction documents, traffic safety/traffic control studies and recommendations with respect to evaluating traffic control devices and other roadway design features. Traffic design plans are prepared using AutoCAD software to easily interface with other project plans. RK engineering group, inc. can prepare engineering studies to identify appropriate speed limits based upon radar speed surveys. Field review of existing conditions is an important element of the RK engineering group, inc. design process.

RK engineering group, inc. provides services for traffic signal timing and coordination in linking traffic signals along a corridor. The goal of traffic signal coordination is to safely optimize driver travel times and traffic flow along arterial corridors. This efficient method of operating traffic control systems not only benefits public safety but also benefits air quality resulting from lower emissions from decreased stop-and-go traffic. Traffic signal timing and coordination is a beneficial and cost effective method that increases driver mobility while also reducing air pollution. By providing traffic signal and coordination services, RK engineering group, inc. continues to aid cities and agencies in effectively reducing traffic congestion delay and air pollution.

RK engineering group, inc. responsibilities can also include providing complete traffic engineering plans, specifications and cost estimates; evaluating existing traffic conditions, including traffic control devices; recommending appropriate speed limits based upon radar speed studies, accident history and existing physical conditions; reviewing the need for traffic control devices; sight distance evaluations, including before and after project implementation; evaluation of the need for speed humps as an appropriate roadway design feature and other traffic engineering functions.

Robert Kahn, P.E., T.E

Founding Principal

Areas of Expertise

Traffic Engineering

Transportation Planning

Transportation Solutions

Traffic Impact Analysis

Circulation Systems for Planned Communities

Traffic Control Device Warrants

Traffic Calming

Traffic Safety Studies

Bicycle Planning

Parking Demand Studies

Transportation Demand Management

Traffic Signal, Signing and Striping Plans

Traffic Control Plans

Parking Lot Design

Acoustical Engineering

Noise Impact Studies

Expert Witness / Legal Services

Professional History

RK Engineering Group, Inc., Founding Principal
2001-Present

RKJK & Associates, Inc., Principal, 1990-2000

Robert Kahn and Associates, Inc., Principal, 1988-1990

Jack G. Raub Company,
Vice President Engineering Planning, 1977-1988

The Irvine Company, Program Engineer, 1972-1977

Caltrans CA Division of Highways, Assistant Engineer, 1968-1972

Representative Experience

Robert Kahn, P.E., has worked professionally in traffic engineering and transportation planning since 1968. He received his Master of Science degree in civil engineering from the University of California, Berkeley, Institute of Transportation and Traffic Engineering. Mr. Kahn received his Bachelors degree in Civil Engineering from the University of California, Berkeley.

Mr. Kahn started his career in California Division of Highways (Caltrans) and developed the first computerized surveillance and control system for the Los Angeles area. Mr. Kahn developed the California Incident Detection Logic which is utilized throughout California for the detection of traffic incidents on the freeway system.

Mr. Kahn has worked for a major land development company preparing Master Plans for infrastructure. He also has worked eleven years with a multi-disciplined consulting engineering firm in charge of the Engineering Planning Department. This included all facets of preliminary design, tentative map preparation, transportation and environmental engineering, and public agency coordination.

Mr. Kahn has provided traffic and transportation services to major planned communities including Aliso Viejo, Coto De Caza, Foothill Ranch, Highlands Ranch in Denver, Colorado, Mission Viejo, Talega Planned Community in San Clemente, and Wolf Valley Ranch in Temecula. He has also provided contract traffic engineering services to the Cities of Irvine, Norwalk, Perris and San Jacinto in Riverside County, California.

Mr. Kahn has prepared traffic impact studies for numerous communities throughout Southern California, Nevada and in Colorado. Major traffic impact studies include the Aliso Viejo Town Center, the Summit Development, the Shops at Mission Viejo, Kaleidoscope, Dana Point Headlands, Foothill Ranch, Talega, Majestic Spectrum, and Centre Pointe in the City of Chino.

His work in the area of parking demand studies and parking lot design has been extensive. Shared parking studies for the Aliso Viejo Town Center, Foothill Ranch Towne Centre, Trabuco Plaza and numerous commercial sites have been completed to accurately determine the peak parking demand for mixed use projects. Mr. Kahn has been able to make the most efficient utilization of parking lots by maximizing efficient and safe systems.

Robert Kahn, P.E., T.E

Founding Principal

Education

University of California, Berkeley, M.S., Civil Engineering, 1968

University of California, Berkeley, B.S., Civil Engineering, 1967

University of California, Los Angeles, Graduate Courses in Transportation Systems, 1970

Registrations

California Registered Civil Engineer
No. 20285 – April 1971

California Registered Professional Engineer
Traffic, No. 0555 – June 1977

Colorado Professional Engineer
No. 22934, November 1984

Nevada Professional Engineer Civil
No. 10722 – March 1994

County of Orange, California Certified Acoustical Consultant
No. 201020 - 1984

Affiliations

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Urban Land Institute (ULI)

Orange County Traffic Engineers Council (OCTEC)

Teaching

UCI Graduate Urban Design Studio Class – Guest Instructor

ITS Berkeley – Tech Transfer
Fundamentals of Traffic Engineering – Instructor

UCI Senior Civil Engineering Mentoring Program (CE181)

Mr. Kahn has been an innovator in developing and implementing traffic calming techniques. Over twenty years ago, Mr. Kahn refined the design and implementation standards for speed humps for use in local neighborhoods. Most recently, he has been involved in the development of modern roundabouts in lieu of traffic signals or other traffic control devices at intersections. Mr. Kahn previously presented the use of traffic calming devices in newly developing communities to the Institute of Transportation Engineers Traffic Calming Conference in Monterey, California.

Mr. Kahn has been involved in the design of traffic signal systems, signing and striping plans on hundreds of projects for both the public and private sector. Most recently, he has completed the design of several traffic signals which will serve the renovated Shops at Mission Viejo Mall. Mr. Kahn was in charge of a major ITS project for the City of Irvine, which provided fiberoptic interconnect and closed circuit TV along Barranca Parkway, Alton Parkway and Lake Forest Drive.

Mr. Kahn has been involved in acoustical engineering since 1978. He was in responsible charge of the Aliso Viejo Noise Monitoring Program which redefined the 65 CNEL noise contours for MCAS El Toro. He has also developed computer applications of the FHWA Noise Model.

Mr. Kahn has prepared numerous noise impact reports in the Aliso Viejo, Mission Viejo, Foothill Ranch, Santa Margarita, Ladera and Talega Planned Communities. Noise impacts from stationery sources including car washes, loading docks, air conditioning compressors, drive-thru speakers and other sources have been evaluated in the Aliso Viejo Auto Retail Center Noise Study, Albertsons Store 606 Noise Study-Rancho Cucamonga, Pro Source Distribution Building Final Noise Study in Ontario. Major specific plan and zone change noise studies have been prepared for the Summit Heights Specific Plan in Fontana, Lytle Creek Land and Resources Property in Rialto, Tamarack Square in Carlsbad, California, International Trade and Transportation Center in Kern County, California, and Sun City/Palm Springs.

Mr. Kahn founded the firm of Robert Kahn and Associates in 1988, which was the predecessor to RKJK & Associates, Inc. in 1990. He has made presentations to the ITE and the California Public Works Conference. Mr. Kahn has published numerous articles on traffic impact assessment, traffic calming, striping and the status of Bicycle Sharing in the USA. He was awarded the Wayne T property award in 2011-2012. Mr. Kahn has been a mentor and advisor to the UCI Senior Civil Engineering Project (CE181) for the past several years. He provides students the opportunity to develop a real life transportation project for the program.

Robert Kahn, P.E., T.E.

Principal

Robert Kahn has been involved in numerous legal cases as an expert witness and providing legal assistance in the area of traffic and environmental engineering. This has included traffic/parking impact analysis, traffic/circulation/parking impacts of ROW takes, traffic engineering design review, traffic safety studies and noise/vibration impact assessments. A sampling of these projects include the following cases:

- Tustin Avenue/Rose Drive Grade Separation Impact to Del Cerro Mobile Estates, City of Placentia
- 9582 Chapman Avenue – ULI Shared Parking, City of Garden Grove
- Plantation Apartments Norwalk 12809 Kalnor Avenue I-5 Construction Noise Monitoring Assessment
- City of Huntington Beach vs. Alvarez, et al, Traffic Review of ROW taking
- Gene Autry Way Extension – Impacts to Anaheim Holiday Inn and Staybridge Suites Hotel, Anaheim
- UCSD Student Center Traffic and Parking Impact Review, City of San Diego
- Palma De La Reina Traffic Impact Analysis Review
- Newport Tech Center Traffic Study Review, Newport Beach
- City of Irvine Planning Area 18, 34 and 39 DEIR Traffic Impact Review, City of Irvine
- City of San Diego Big Box Ordinance, City of San Diego
- City of Yucaipa Big Box Ordinance, City of Yucaipa
- Electra Real Estates USA Mid Coast Corridor Transit Project Traffic/Circulation and Parking Impact Review, City of San Diego
- Rancho El Revino Specific Plan Traffic Impact Study Review
- President Hotel Santa Ana parking lot dispute
- Caceres vs. City of Fontana, represented City in an Intersection (Production at Santa Ana Ave.) Accident
- Corona vs. City of Fontana, represented City in an Intersection (Sierra Ave. and Summit Ave.) Accident
- Sunset and Gordon Mixed Use Site Traffic Review
- Baldwin Hills Crenshaw Plaza EIR and Traffic Study Review
- Saint Mary's University Wellness Pavilion EIR and Traffic Study Review
- 15 Degree South Residential Project Traffic Review
- Review of the OCTA Tustin Avenue Rose Drive Grade Separation Representing the Del Cerro Mobile Estates
- OCTA State College Blvd Grade Separation Representing the Fullerton Commerce Center and Fullerton Industrial Park

Mohammad “Alex” Tabrizi, P.E., T.E. Associate Principal Engineer

Areas of Expertise

Traffic Engineering
 Transportation Planning & Engineering
 Traffic Impact Analysis
 Transportation Demand Management Plans & Strategies
 Due Diligence Studies
 Traffic Signal Timing & Progression Analysis
 Site Access, Wayfinding & Circulation System Design & Review
 Project & Infrastructure Phasing
 Roundabout Analysis
 Traffic Control Device Warrants
 Traffic Calming & Traffic Safety Studies
 Parking Demand Studies & Parking Lot Design

Professional History

RK Engineering Group, Inc., 2014-Present
 California Board for Professional Engineers, Land Surveyors & Geologists - Expert Consultant & Traffic Engineering Occupational Task Force Member, 2016-Present
 RBF Consulting, Associate, 2005-2014
 Urban Crossroads, Inc., Engineering Aide, 2003-2005

Education

University of California, Irvine, B.S., Civil Engineering, 2005

Registrations

California Registered Civil Engineer
 No. 78923 – December 2011
 California Registered Traffic Engineer
 No. 2722 – December 2014

Affiliations

American Society of Civil Engineers (ASCE)
 Orange County Traffic Engineers Council (OCTEC)

Representative Experience

Alex Tabrizi, P.E., T.E., has worked professionally in the field traffic engineering and transportation planning/engineering since 2003. He received his bachelors of science degree in civil engineering with an emphasis on structural engineering from the University of California, Irvine.

Mr. Tabrizi has extensive experience in providing transportation planning and engineering consulting services and expertise to a wide range of clients including private sector, land developers, public agencies, various districts of California Department of Transportation (Caltrans), and local governments. Mr. Tabrizi has completed and supervised preparation of hundreds of complex transportation planning and parking demand/utilization studies over the past decade with successful track record in providing innovative, cost-effective and practical technical consulting services and solutions for politically sensitive, complex, and unique projects involving numerous stakeholders and requiring to meet accelerated project schedules.

As an Expert consultant to the California Board for Professional Engineers, Land Surveyors, and Geologists, Mr. Tabrizi assists the Board with development, maintenance, and validation of material for the Board's professional licensing examinations.

Mr. Tabrizi is also a member of the Traffic Engineering Occupational Analysis Task Force assisting the State's Board of Engineers in determining descriptive information about the tasks performed by Traffic Engineers in the industry and the knowledge standards required to adequately perform those tasks.

Mr. Tabrizi has performed transportation planning studies dealing with various stages of project development, such as signal warrant analysis, circulation analysis, full traffic impact analysis, roundabout analysis and parking studies. He has prepared traffic flow visual simulations combining measured vehicular and pedestrian volumes with aerial imagery to show existing and future traffic circulation for public understanding and discussion. Mr. Tabrizi has also completed a number of transportation engineering and roadway design projects ranging from preparing preliminary studies and reports such as Caltrans Project Reports (PR) and City street improvement concepts to final construction plans, specifications, and cost estimates for Caltrans highway improvement projects.

Mr. Tabrizi is knowledgeable in computer applications for transportation engineering and planning, including, AutoCAD, Microstation with InRoads, Traffix, HCS, Synchro/SimTraffic, and aaSIDRA.

Mohammad “Alex” Tabrizi, P.E., T.E. Associate Principal Engineer

Representative Projects

- Corona de Mar / Coast Highway Bypass Traffic Review (Newport Beach, CA)
- Dover Shores & Mariners Traffic Review (Newport Beach, CA)
- Marymount College Facilities Expansion EIR (Rancho Palos Verdes, CA)
- Murrieta Hills Residential & Commercial Specific Plan (Murrieta, CA)
- Ridgeline Apartments (San Bernardino, CA)
- TTM 15731 (Highland, CA)
- TTM 19992 (Rancho Cucamonga, CA)
- Oxnard Village SP (Oxnard, CA)
- Lost Canyons Residential & Golf Club (Simi Valley, CA)
- Vantis Live/Work & Apartments (Aliso Viejo, CA)
- Palmdale TOD Transit Village (Palmdale, CA)
- Fox Plaza Mixed Use Traffic & Parking Analysis (Riverside, CA)
- Lambert Ranch Traffic Impact Analysis (Irvine, CA)
- 301 East Jeanette Lane Residential Project (Santa Ana, CA)
- Metro Goldwyn Mayer (MGM) Office Building (Beverly Hills, CA)
- Moorpark Studios West - Largest Independent Movie Studios in the US (Moorpark, CA)
- City of La Habra City-Wide Engineering & Traffic Survey
- City of Upland City-Wide Engineering & Traffic Survey
- City of Upland City-Wide Traffic Signal & Equipment Review
- Indian Wells Tennis Garden Stadium (Indian Wells, CA)
- Casino San Pablo Traffic Analysis (San Pablo, CA)
- Glendale Galleria Traffic & Parking Support (Glendale, CA)
- Galleria at Tyler Expansion Project (Riverside, CA)
- The Shops at Tanforan Site Circulation & Wayfinding (San Bruno, CA)
- The Boulevards at South Bay On-Site Circulation (Carson, CA)
- Hilton Garden Inn Hotel (Irvine, CA)
- Raytheon South Campus Specific Plan (El Segundo, CA)
- In-N-Out Restaurant (El Segundo, CA)

Representative Projects (Continued)

- Porsche Experience Center (Carson, CA)
- Downtown Summer Festival Parking Management Plan (Laguna Beach, CA)
- Trabuco Road Corridor Analysis (Irvine, CA)
- University Drive Street Improvements (Irvine, CA)
- Main Street Downtown Merge Relocation & Street Improvements (Fort Bragg, CA)
- Perris Bicycle & Trail Master Plan (Perris, CA)
- Campus Pointe / Chestnut Avenue Roundabout Analysis (Fresno, CA)
- Walmart (Rialto, CA)
- State Route 1 / Marina Highway Roundabout Analysis (Marina, CA)
- State Route 217 / Hollister Avenue Interchange Roundabout Analysis (Goleta, CA)
- City of Brawley Non-Motorized Transportation Plan (Brawley, CA)
- Alessandro Boulevard Corridor Implementation Project Traffic Analysis (Moreno Valley, CA)
- State Route 57 Northbound Widening Traffic Analysis (Caltrans District 12)
- Mater Dei High School Expansion (Santa Ana, CA)
- Interstate 15 / State Route 79 South Interchange Improvement Design Project (Riverside County, CA)
- Interstate 5 HOV Lane Extension Project (Caltrans)
- La Pata Avenue Gap Closure & Camino Del Rio Extension Project (Orange County, CA)
- Bloomington Phase 1 Traffic Impact Analysis (County of San Bernardino, CA)
- Bell Business Center Traffic Impact Analysis (Bell, CA)



Rogier H. Goedecke

President

Areas of Expertise

Parking Utilization
Traffic Calming
Business Development
Corporate Management
Sales & Marketing
Project Management

Education

B.S. International Marketing & Sales Management. Southern Illinois University at Carbondale, 1996

Professional History

RK Engineering Group, Inc.,
President
2006 to Present

Segue Corporation
Vice President, Corporate Development
2005-2006

Goedecke and Assoc. Inc.
Partner / Vice President
1996-2005

Affiliation and Awards

City of Aliso Viejo Planning Commission Vice Chairman (2007-2010)
Urban Land Institute Member (Since 2005)
Vistage Worldwide Member (Since 2016)

Representative Experience

As President, Rogier Goedecke brings over 25 years of business development and managerial experience to RK Engineering Group, Inc. His commitment to superior customer service and team leadership is evident in his experience in global operations and management within the IT industry.

Mr. Goedecke is responsible for directing RK's strategic plans and integrating advanced solutions in order to create a high performance environment, serve clients and enhance RK's market presence. In addition, Mr. Goedecke is also responsible for overall business operations, business development and marketing at RK, as well as, overseeing project management for the Transportation Planning and Environmental divisions of the firm.

Mr. Goedecke regularly lectures at universities on current issues in Business and Customer Service and has published articles in professional trade journals on Management and Logistics. At the Visionary Selling to Executives Conference, he was honored to receive a commendation for excellence.

Mr. Goedecke has managed Traffic Impact Studies, Parking Demand Analysis, Traffic Calming etc. for RK throughout Southern California and successfully coordinated RK's staff efforts for comprehensive analysis, mitigation and study preparation all while maintaining RK's mission to provide clients with accurate, on-time and on-budget service.

Bryan Estrada, AICP, PTP

Senior Associate

Areas of Expertise

Transportation and Environmental Planning
Transportation Demand Management
Traffic Impact Studies
Parking Studies
Air Quality Analysis
Greenhouse Gas/Global Climate Change Analysis
Environmental Acoustics/Noise Analysis
CEQA Compliance
Synchro Traffic Analysis Software
California Emissions Estimator Model (CalEEMod)
FHWA Noise Modeling
SoundPLAN Software
AutoCAD

Education and Training

University of California, Irvine, B.A., Urban Studies
California Air Resources Board, Air Quality Training Program
Geo Instruments Vibration Monitoring Short Course

Professional History

RK Engineering Group, Inc.
Senior Associate
2007 - Present

Certificates and Affiliations

American Institute of Certified Planners (AICP)
Professional Transportation Planner (PTP)
American Planning Association
Association of Environmental Professionals

Representative Experience

Mr. Bryan Estrada is a native of Southern California and also stayed in the area by attending the University of California, Irvine, School of Planning, Policy and Design where he received a Bachelor of Arts degree in Urban Studies. Mr. Estrada's multidisciplinary background is concentrated around current transportation challenges and their environmental impacts within urban areas. Mr. Estrada is committed to sustainable development practices, transportation demand management, and global climate change awareness.

Since 2007, Mr. Estrada has gained experience in the many aspects of Transportation and Environmental Planning while working with RK Engineering Group. He is an active member of the American Planning Association (APA) and the Association of Environmental Professionals (AEP), and stays up to date on the latest trends and topics concerning CEQA policy. He is frequently engaged with local government agencies, community groups, and developers to help to craft innovative solutions to mitigate traffic, noise and air quality impacts throughout the community.

Mr. Estrada's experience includes traffic/transportation planning, air quality and greenhouse gas analysis, and environmental acoustics/noise analysis. He has also contributed to the design and construction of traffic signal plans, signing and striping plans and traffic control plans. He is regularly out in the field performing assessments and inventories of project sites and meeting with community stakeholders.

Mr. Estrada works on transportation and environmental planning projects that range from focused site-specific technical studies to regional and General Plan level analyses. His recent work includes Mixed Use Development projects in Downtown Huntington Beach, the City of Aliso Viejo General Plan Update and Aliso Viejo Town Center Vision Plan, Eleanor Roosevelt High School eStem Academy Traffic Impact Study and On-Site Circulation Plan (Eastvale, CA), Great Wolf Lodge Resort (Garden Grove, CA), Starbucks Coffee Shops (multiple locations through Southern California), Paradise Knolls Specific Plan (Jurupa Valley, CA), Vista Del Agua Specific Plan (Coachella, CA), and Monterey Park Hotel Mixed Use Development Project (Monterey Park, CA).

Mr. Estrada has obtained the American Institute of Certified Planners (AICP) certification granted by the American Planning Association and the Professional Transportation Planner (PTP) certification granted by the Transportation Professional Certification Board.

Jethro Jay Narciso, E.I.T.

Engineer

Areas of Expertise

Acoustical Studies

Parking Studies

Queuing Studies

Traffic Calming Studies

Traffic Impact Analyses

Transportation Engineering

Transportation Planning

Transportation Demand Management

Computer Aided Drafting (AutoCAD)

Synchro (Traffic Analysis Software)

Traffix (Traffic Analysis Software)

Education

University of California, Irvine
B.S., Civil Engineering, 2015
Specialization in Transportation Systems Engineering

Professional History

RK Engineering Group, Inc.
Engineer
2016 - Present

RK Engineering Group, Inc.
Engineering Aide
2015 - 2016

RCE Consultants, Inc.
Intern
2014 - 2015

Representative Experience

Mr. Jethro Jay Narciso, a native of Southern California, attended the University of California, Irvine where he received a Bachelor of Science degree in Civil Engineering, with a specialization in Transportation Systems Engineering. Mr. Narciso's diverse background in his education and career has allowed him to gain an understanding of current transportation challenges and their solutions.

Since 2015, Mr. Narciso has gained experience in the many aspects of Transportation Engineering and Transportation Planning while working with RK Engineering Group. He has analyzed traffic data for future projects and assisted with the development of mitigation measures to improve level of service and traffic operations within the surrounding roadway networks. He has also performed analyses of parking and queuing scenarios and has assisted with the development of mitigation measures to improve circulation and traffic operations within the project area and its surrounding areas. In addition, he has also conducted several acoustical studies and has developed mitigation measures to meet the standards of respective jurisdictions and agencies.

Mr. Narciso regularly performs field assessments and inventories of project sites. He has also contributed to the design of traffic signal plans, signing and striping plans, and traffic control plans.

Mr. Narciso has assisted in several projects including, but not limited to, the following:

- City of Aliso Viejo 2016 Traffic Flow Map (City of Aliso Viejo)
- Engineering and Traffic Surveys (City of La Habra)
- Engineering and Traffic Surveys (University of California, Irvine)
- Martin Luther King High School Site Improvements and Parking Lot Expansion Traffic Review (City of Riverside)
- Several Acoustical Studies within the Emerald Bay Residential Community (County of Orange)

Mr. Narciso is currently pursuing his Professional Engineering license.



Exhibit A
Billing Rates for RK ENGINEERING GROUP, INC.

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$180.00
President	\$165.00
Associate Principal	\$165.00
Senior Associate Engineer/Planner/Designer	\$165.00
Principal Engineer/Planner/Designer	\$145.00
Associate Engineer/Planner/Designer	\$130.00
Senior Engineer/Planner/Designer	\$120.00
Engineer/Planner/Designer III	\$115.00
Engineer/Planner/Designer II	\$105.00
Engineer/Planner/Designer I	\$100.00
Assistant Engineer/Planner/Designer	\$ 90.00
Transportation Analyst	\$ 70.00
Senior Engineering Technician	\$ 85.00
Engineering Technician III	\$ 75.00
Engineering Technician II	\$ 65.00
Engineering Technician I	\$ 55.00
Engineering Aide	\$ 50.00
Office Manager	\$ 70.00
Executive Assistant	\$ 70.00
Administrative Assistant	\$ 55.00
Administrative Aide	\$ 45.00
Clerical Aide	\$ 40.00

General

- (1) Reimbursable direct costs, such as reproduction, supplies, delivery service, telephone, travel and traffic counts will be billed at cost plus ten (10) percent.
- (2) Hourly rates apply to work time, travel time and time spent at public hearings and meetings.
- (3) Client payment for professional services is not contingent upon the client receiving payment from other parties.
- (4) Billing statements for work will be submitted monthly. Statements are payable within thirty (30) days of statement date. Any statement unpaid after thirty (30) days shall be subject to interest at the maximum permitted by law.

RK also accepts wire transfers.
 Contact us for details.

Rev. January 22, 2020

Attachment: Proposed Agreement with RK Engineering Group, Inc. (2142 : Agreement for On-Call Traffic Engineering Services)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020

TO: Mayor and Council Members

FROM: Donald J. White
City Manager

ISSUE: City Council Review and Confirmation of the Necessity for Continuing the Local Emergency Related to the On-Going Threat of the Novel COVID-19 Virus, and Confirmation of the Director of Emergency Services/City Manager's Executive Orders Related Thereto

RECOMMENDATION: That the City Council: 1) Review the necessity for continuing the local emergency declared in response to the Novel COVID-19 virus; and 2) Confirm the Director of Emergency Services/City Manager's executive orders related thereto.

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the "coronavirus"), at which time the City Council was not in session. On March 24, 2020, during a special meeting the City Council ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency. Since that time, the rate of infection and threat to public health and safety have not abated, as the number of cases continue to grow. As of June 5, 2020, there were more than 6.42 million worldwide cases of COVID-19, and 383,000 deaths. Locally, there were 5,646 confirmed cases and 136 deaths in Orange County. Since then, the worldwide cases have increased to more than 8.24 million and the worldwide deaths have increased to more than 446,000. County-wide, the number of confirmed cases has increase from 5,646 to 7,614 and deaths have increased from 136 to 185. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the necessity for continuing the local emergency no less frequently than every fourteen (14) days until the

Continuing Local Emergency and Confirmation of Executive Orders

June 23, 2020

Page 2

emergency is terminated. LPMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Director of Emergency Services/City Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council.

BACKGROUND:

On January 30, 2020, the World Health Organization ("WHO") declared the outbreak of COVID-19 a "public health emergency of international concern" and by March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange and County Health Officer Dr. Nichole Quick declared a local emergency and a local health emergency to prepare for COVID-19, and on March 4, 2020, the Governor declared a State of Emergency in California allowing state agencies to take any action necessary to address COVID-19.

On March 11, 2020, the Governor and the California Department of Health issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19" determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of six (6) feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than ten (10) people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function.

Within a short period of time thereafter COVID-19 began to spread rapidly throughout California necessitating more stringent public health emergency orders. On March 12, 2020, the Governor issued Executive Order N-25-20, ordering that all residents are to heed the orders and guidance of state and local public health officials. Subsequently, on March 13, 2020, President Donald J. Trump declared a National Emergency to provide disaster funding, speed up the United States response to the crisis

Continuing Local Emergency and Confirmation of Executive Orders

June 23, 2020

Page 3

created by COVID-19, and to offer maximum flexibility to attack the problem. By March 16, 2020, President Trump advised the public to avoid groups of more than ten (10) people to fight the COVID-19 outbreak. On March 17, 2020, the Orange County Health Officer issued a Public Health Order prohibiting all public and private gatherings of any number of people, including at places of work, occurring outside a single household or living unit, until March 31, 2020, except for the purposes of engaging in an Essential Activity, as defined. This Public Health Order was superseded by the State's Executive Order and continues in effect until further notice.

In light of these events, on March 18, 2020, the City Manager, acting as the Director of Emergency Services pursuant to LHMC Section 2-32.060(B), proclaimed the existence of a local emergency within the City of Laguna Hills by enacting Proclamation No. 2020-03-18-1, at which time the City Council was not in session. A copy of Proclamation No. 2020-03-18-1 is attached hereto. On March 24, 2020, the City Council unanimously ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency during a special meeting, as required by LHMC Section 2-32.060(B).

In order to mitigate the impact of COVID-19 across the State, on March 19, 2020, the Governor issued Executive Order N-33-20, which directed and ordered all residents to: 1) immediately heed the current State public health directives; and 2) to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors. On March 22, 2020, President Donald J. Trump declared California a major disaster area, thereby making federal emergency aid available for the State to supplement state, tribal, and local recovery efforts in the areas affected by the COVID-19 pandemic beginning on January 1, 2020, and continuing.

As to the continuing need for the proclamation of emergency and the rules, measures, and orders issued to date by the City Council, the following facts are instructive. As of June 5, 2020, there were more than 6.42 million worldwide cases of COVID-19, and 383,000 deaths. Locally, there were 5,646 confirmed cases and 136 deaths in Orange County. Between June 5, 2020, and the date of publication of this staff report (June 19, 2020), the worldwide cases have increased to more than 8.24 million and the worldwide deaths have increased to more than 446,000. County-wide cases have increase from 5,646 to 7,614 and county-wide deaths have increased from 136 to 185. These figures continue to grow on a daily basis. The rate of infection, potential impact to health care systems, and the threat to public health and safety have not abated. The state of local emergency continues to exist.

Continuing Local Emergency and Confirmation of Executive Orders

June 23, 2020

Page 4

It is recommended that the City Council: 1) Review the necessity for continuing the local emergency related to the COVID-19 pandemic; and 2) Confirm the Director of Emergency Services/City Manager's executive orders related hereto. Based on the recommendations of the Director of Emergency Services/City Manager and the Chief of Police Services, it has been determined that the need for the locally declared emergency, pursuant to Proclamation No. 2020-03-18-1, continues to exist and should not be terminated at this time.

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency
- Executive Order, Director of Emergency Services/City Manager, June 5, 2020
- Executive Order, Director of Emergency Services/City Manager, June 12, 2020

PROCLAMATION NO. 2020-03-18-1

A PROCLAMATION OF THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Laguna Hills Municipal Code Section 2-32.060 empowers the City Council (while in session), or the Director of Emergency Services (if the City Council is not in session), to declare the existence or threatened existence of a local emergency; and

WHEREAS, California Government Code Section 8550 *et seq.*, including Section 8558(c), authorizes the Director of Emergency Services to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness and in some cases death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in numerous countries, with thousands of cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020, issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, President Donald J. Trump on March 13, 2020, declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, on March 15, 2020, Governor Newsome requested bars and nightclubs to close, restaurants to reduce capacity by half, and all Californians aged 65 and older to self-isolate; and

WHEREAS, on March 16, 2020, President Donald J. Trump advised the public to avoid groups of more than 10 people to fight the coronavirus outbreak; and

WHEREAS, the City of Laguna Hills has the authority to impose measures to promote social distancing including, but not limited to, limitations on public events; and

WHEREAS, the City of Laguna Hills is a significantly populated city within Orange County, which is the sixth largest county in the United States; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Laguna Hills and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City of Laguna Hills and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Director of Emergency Services has the authority to declare a local emergency as authorized by California Government Code Section 8630 and Laguna Hills Municipal Code Section 2-32.060.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED BY DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF LAGUNA HILLS AS FOLLOWS:

Section 1. As contemplated in the Emergency Services Act contained in California Government Code Section 8550 *et seq.*, including Section 8558(c), and Chapter 2-32 of Title 2 of the Laguna Hills Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

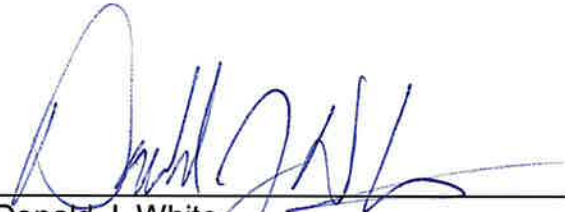
Section 2. The area of the City of Laguna Hills which is endangered/imperiled is the entire city.

Section 3. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City's Emergency Operations Plan.

Section 4. The City Council shall review and ratify this proclamation of the City Manager within **seven (7) days** as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state and local law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.

Section 5. A copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with state law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Laguna Hills; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 18th day of March 2020.


Donald J. White,
Director of Emergency Services/
City Manager

ATTEST:


Melissa Au-Yeung, City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Proclamation No. 2020-03-18-1 adopted by the Director of Emergency Services of the City of Laguna Hills, California, on the 18th day of March 2020.

(SEAL)


MELISSA AU-YEUNG, CITY CLERK



CITY OF LAGUNA HILLS

City Manager

OFFICE OF THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES

Executive Orders

Pursuant to Proclamation No. 20-03-18-01 Declaring the Existence of a Local Emergency

RE: NOVEL CORONAVIRUS, COVID-19

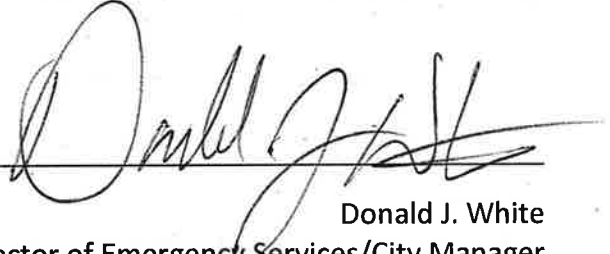
Issue Date: June 5, 2020

On March 18, 2020, in my capacity as the Director of Emergency Services (LHMC 2-32.060), I issued Proclamation 20-03-18-01 Declaring the Existence of a Local Emergency in response to severe public health concerns and economic impacts relating to the COVID-19 pandemic. The novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat, and States of Emergency have been declared by the County of Orange, the State of California and the federal government of the United States. On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, which bans gatherings, public and private, and orders residents to stay at home at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as defined, in order to mitigate the impact of COVID-19. Executive Order N-33-20 is enforceable pursuant to California law per Government Code Section 8665.

In order to comply with all applicable Public Health and Executive Orders and to protect public health in the City of Laguna Hills, the following Executive Orders are in effect until further notice:

24. Beginning on June 8, City employees will return to work on a modified and limited schedule. In coordination with their respective Department Heads, employees will work staggered shifts that adhere to social distancing protocols. The use of paid administrative leave will be discontinued as of June 8, 2020. Executive Order No. 5, dated March 19, 2020, is hereby rescinded.

Additional Executive Orders may be issued at any time relating to this public health emergency. Additional Executive Orders are cumulative, and do not negate or reverse these Executive Orders contained herein unless explicitly stated.



Donald J. White
Director of Emergency Services/City Manager

Cc:

Mayor and City Council
Greg Simonian, City Attorney
Kenneth Rosenfield, Public Works Director/City Engineer
Melissa Au-Yeung, Deputy City Manager
David Reynolds, Deputy City Manager
David Chantarangsu, Community Services Director
Janice Reyes, Finance Director
Matthew Stiverson, Police Chief

Attachment: Executive Order, Director of Emergency Services/City Manager, June 5, 2020 (2152 : Continuing Local Emergency and



CITY OF LAGUNA HILLS

City Manager

OFFICE OF THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES

Executive Orders

**Pursuant to Proclamation No. 20-03-18-01
Declaring the Existence of a Local Emergency**

RE: NOVEL CORONAVIRUS, COVID-19

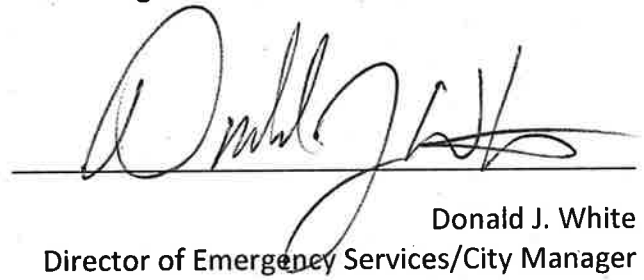
Issue Date: June 12, 2020

On March 18, 2020, in my capacity as the Director of Emergency Services (LHMC 2-32.060), I issued Proclamation 20-03-18-01 Declaring the Existence of a Local Emergency in response to severe public health concerns and economic impacts relating to the COVID-19 pandemic. The novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat, and States of Emergency have been declared by the County of Orange, the State of California and the federal government of the United States. On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, which bans gatherings, public and private, and orders residents to stay at home at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as defined, in order to mitigate the impact of COVID-19. Executive Order N-33-20 is enforceable pursuant to California law per Government Code Section 8665.

In order to comply with all applicable Public Health and Executive Orders and to protect public health in the City of Laguna Hills, the following Executive Orders are in effect until further notice:

25. The City-owned skate park is open to the public beginning on June 12, 2020. Executive Order No. 7, dated March 19, 2020, is hereby rescinded.

Additional Executive Orders may be issued at any time relating to this public health emergency. Additional Executive Orders are cumulative, and do not negate or reverse these Executive Orders contained herein unless explicitly stated.



Donald J. White
Director of Emergency Services/City Manager

Cc:

Mayor and City Council
Greg Simonian, City Attorney
Kenneth Rosenfield, Public Works Director/City Engineer
Melissa Au-Yeung, Deputy City Manager
David Reynolds, Deputy City Manager
David Chantarangsu, Community Services Director
Janice Reyes, Finance Director
Matthew Stiverson, Police Chief



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020
TO: Chair and Agency Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for June 9, 2020, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the June 9, 2020, Regular Meeting.

ATTACHMENTS:

- 200609 PA Minutes

Council Member Gilbert was inadvertently disconnected from the meeting at 7:19 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Erica Pezold, Mayor Pro Tempore
SECONDER:	Don Sedgwick, Council Member
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Don Sedgwick, Council Member; Dave Wheeler, Council Member
ABSENT:	Dore J. Gilbert, M.D., Council Member

Council Member Gilbert rejoined the meeting at 7:20 p.m.

3.9 2019 Laguna Hills Police Services Annual Report

Council Member Wheeler removed Item No. 3.7 from the Consent Calendar to request additional information.

Recommendation: That the City Council receive and file the 2019 Laguna Hills Police Services Annual Report.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member; Dave Wheeler, Council Member

Robin Jochims, a resident of Laguna Hills, expressed her appreciation for law enforcement.

4. PLANNING AGENCY

Mayor Heft recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:28 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Present	
Erica Pezold	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Remote	
Dave Wheeler	Agency Member	Remote	

4.2. PUBLIC COMMENTS

There were no Planning Agency public comments.

4.3. APPROVAL OF MINUTES

4.3.1 Approval of Minutes for May 26, 2020, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the May 26, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Erica Pezold, Vice Chair
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.4. ADMINISTRATIVE REPORTS

4.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2020/2021 Capital Improvement Program

Assistant City Manager/Director of Public Services Rosenfield reviewed the information provided in the staff report.

Recommendation: That the Planning Agency adopt Resolution No. PA2020-06-09-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2020/2021 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Erica Pezold, Vice Chair
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, Agency Member; Dave Wheeler, Agency Member

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency public hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Heft reconvened the City Council Meeting at 7:33 p.m. Mayor Heft and Mayor Pro Tempore Pezold were present. Council Member Gilbert, Council Member Sedgwick, and Council Member Wheeler were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

6. ADMINISTRATIVE REPORTS**6.1. City Manager****6.1.1 Fourth of July Fireworks Contract**

City Manager White reviewed the information provided in the staff report.

At the request of Mayor Heft, Matt Biolchino, a licensed pyrotechnician with Fireworks America, spoke regarding potential options for a fireworks show.

Recommendation: That the City Council receive and file this report.

A motion was made to move staff's recommendation by Council Member Gilbert, seconded by Mayor Pro Tempore Pezold.

A substitute motion was made to have a fireworks only show with live video streaming and to approve the Fireworks America contract by Mayor Heft, seconded by Council Member Wheeler.

RESULT:	FAILED [2 TO 3]
MOVER:	Janine Heft, Mayor
SECONDER:	Dave Wheeler, Council Member
AYES:	Janine Heft, Mayor; Dave Wheeler, Council Member
NAYS:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member

Mayor Heft called for a vote on the original motion as moved by Council Member Gilbert, seconded by Mayor Pro Tempore Pezold.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020
TO: Mayor and Council Members
FROM: Gregory E. Simonian
City Attorney
ISSUE: Ordinance Adding Chapter 1-40 to the Laguna Hills Municipal Code
Relating to Campaign Contribution Limits for Elective City Office

RECOMMENDATION: That the City Council introduce for first reading, read by title only, and waive further reading of an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adding Chapter 1-40 to Title 1 (General Provisions) of the Laguna Hills Municipal Code relating to Campaign Contribution Limits for Elective City Office."

SUMMARY:

As directed by the City Council on May 26, 2020, an Ordinance has been prepared that adds new Chapter 1-40 to the Laguna Hills Municipal Code prohibiting contributions by any person of more than \$1,000 to a City Council candidate or their candidate-controlled committee in a single election.

BACKGROUND:

At the May 26, 2020 City Council meeting, Mayor Pro Tem Pezold brought forward an agenda item regarding the establishment of local campaign contribution limits. Two recommendations were presented for Council consideration: (1) Direct the City Clerk and the City Attorney to research the issue of local campaign contribution limits and to prepare a report providing the City Council with more information regarding the law, options, and recommendations for establishing a local campaign contribution limit ordinance; or, in the alternative, (2) Direct the City Attorney to instead prepare a

Ordinance Adding Chapter 1-40 Relating to Campaign Contributions Limits

June 23, 2020

Page 2

proposed campaign contribution ordinance for City Council consideration by adapting a sample ordinance for use in Laguna Hills.

Following a PowerPoint presentation by Mayor Pro Tem Pezold and after discussion and deliberation, the City Council voted 4-1 (Mayor Heft opposed), to approve Mayor Pro Tem Pezold's Recommendation No. 2 listed in the Agenda Report, directing the City Attorney to prepare a campaign contribution ordinance by adapting the Laguna Woods sample campaign contribution ordinance for use in Laguna Hills, subject to changing the limit to \$1,000, and adding in the Government Code section 82047 definition of "Person".

DISCUSSION:

Prior to the 2019 enactment of Assembly Bill 571 ("AB 571"), state law did not limit individual contributions to candidates for city council or other local elected offices. Cities were authorized, but not required, to adopt local limits on campaign contributions. The City of Laguna Hills currently does not have, nor has it ever had, any locally enacted campaign contribution limits. As such, a person has been able to contribute any amount that he or she chooses to a candidate for the Laguna Hills City Council. Effective January 1, 2021, the City of Laguna Hills will be subject to the statutory default campaign contribution limit imposed by AB 571 (currently set at \$4,700 per person per election), unless the City Council adopts its own local campaign contribution ordinance.

At the May 26, 2020, City Council meeting, Mayor Pro Tem Pezold brought forward for discussion a request to establish local campaign contribution limits in the City of Laguna Hills. Following Mayor Pro Tem Pezold's PowerPoint presentation, review of campaign contribution limit ordinances enacted by surrounding jurisdictions and deliberation, the City Council voted 4-1 (Mayor Heft opposed) to approve Mayor Pro Tem Pezold's Recommendation No. 2 listed in the Agenda Report, directing the City Attorney to prepare a campaign contribution ordinance for City Council approval by adapting the Laguna Woods sample campaign contribution ordinance for use in Laguna Hills, subject to changing the limit to \$1,000, and adding in the Government Code section 82047 definition of "Person".

A Laguna Hills campaign contribution limits Ordinance has been prepared in accordance with the City Council's direction. It is derivative of Chapter 1.14 – Campaign Contribution Limits of the Laguna Woods Municipal Code with minor modifications, such as:

Ordinance Adding Chapter 1-40 Relating to Campaign Contributions Limits

June 23, 2020

Page 3

- The statement of purpose and intent is expanded to include language related to placement of all City Council candidates on an equal plane relative to the amount of campaign contributions they receive from a single source.
- A new section is added explaining the relationship between the local campaign contribution ordinance and the Political Reform Act.
- Gender pronouns are updated (i.e., “his” changed to “their”).
- A definition of “person” is added which tracks the definition set forth in Government Code section 82047, but also expressly adds the terms “political action committee” and “labor union” within the definition of person to clarify the scope of the campaign contribution limit, as requested by Council Member Sedgwick.
- A campaign contribution limit of \$1,000 per person per election is imposed.
- Language is added clarifying that the payment in excess of the local limit by a person *and* the solicitation and acceptance of any such payment by a candidate or their candidate-controlled committee is prohibited.

The \$1,000 campaign contribution limit takes effect on the 31st day following Ordinance adoption and will apply to the November 3, 2020, general municipal election. If no action is taken, campaign contributions to candidates for City Council would remain unrestricted until January 1, 2021, when the AB 571 statutory default limit of \$4,700 becomes effective.

As with other violations of the Laguna Hills Municipal Code, violations of the proposed Ordinance would be a misdemeanor and enforcement action taken pursuant to the provisions of LHMC Chapter 1-32 (Violation of municipal code – Misdemeanor). A misdemeanor offense is punishable by imprisonment in the county jail not exceeding six months, or by fine not exceeding one thousand dollars (\$1,000), or by both. (California Penal Code section 19).

AUTHORITY:

The following provisions of state law authorize cities to impose local campaign contribution limits for elective city office:

Ordinance Adding Chapter 1-40 Relating to Campaign Contributions Limits

June 23, 2020

Page 4

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- Elections Code section 10202 (Limitations on contributions in municipal elections), which provides that a city may, by ordinance, limit campaign contributions in municipal elections.
 - Government Code section 85703 (Local jurisdiction limitations).
 - Assembly Bill 571, effective January 1, 2020 (amending Government Code 85301 and adding Government Code section 85702.5, which provides that a city may, by ordinance, impose a limit on contributions to a candidate for elective city office that is different from the limit set forth in subdivision (d) of Section 85301.)

ATTACHMENTS:

- Proposed Ordinance
- May 26, 2020, Agenda Item 7.1.1 - Mayor Pro Tempore Pezold's Agenda Report
- May 26, 2020, Agenda Item 7.1.1 - Mayor Pro Tempore Pezold's PowerPoint Presentation

ORDINANCE NO. 2020-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 1-40 TO TITLE 1 (GENERAL PROVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO CAMPAIGN CONTRIBUTION LIMITS FOR ELECTIVE CITY OFFICE

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, effective January 1, 2021, campaign contributions made to candidates running for elective office in the City of Laguna Hills ("City") will be subject to the new statutory default campaign contribution limits imposed by Assembly Bill 571 (currently set at \$4,700 per person per election), unless the City enacts its own local campaign contribution limit; and

WHEREAS, at the May 26, 2020 City Council meeting Mayor Pro Tempore Pezold brought forward for discussion a request to establish local campaign contribution limits in the City; and

WHEREAS, following Mayor Pro Tempore Pezold's PowerPoint presentation, review of campaign contribution limit ordinances enacted by surrounding jurisdictions, and discussion and deliberation, the City Council voted 4-1 (Mayor Heft opposed) to approve Mayor Pro Tempore Pezold's Recommendation No. 2 listed in the Agenda Report, directing the City Attorney to prepare a proposed campaign contribution ordinance for City Council adoption by adapting the Laguna Woods sample campaign contribution ordinance for use in Laguna Hills, subject to changing the campaign contribution limit to \$1,000, and adding in the Government Code section 82047 definition of "Person".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 1.40 (Campaign Contribution Limits) is hereby added to Title 1 (General Provisions) of the Laguna Hills Municipal Code, which shall read as follows:

Chapter 1.40**CAMPAIGN CONTRIBUTION LIMITS**

Sections:

- 1-40.010 Purpose and intent.
- 1-40.020 Relation to the Political Reform Act.
- 1-40.030 Definitions.
- 1-40.040 Single-election limit.

1-40.010 Purpose and intent.

The purpose and intent of this chapter is to prevent corruption and the appearance of corruption in City Council candidates' electoral campaigns that can arise where unlimited campaign contribution amounts may be made to candidates by a single source for election to the City Council, and to ensure an environment in the City of Laguna Hills wherein all City Council candidates are placed on an equal plane relative to the amount of campaign contributions received by them from a single source, and further to ensure that the amount contributed by any person does not materially influence the outcome of any election. In furtherance of that goal, a reasonable campaign contribution limitation is hereby enacted that is similar to those enacted by other communities that are similar to Laguna Hills. In those communities, such limitations have not inhibited city council candidates' ability to conduct meaningful and effective campaigns, but they have limited the appearance and incidents of corruption that have been experienced. To achieve this purpose, this chapter imposes a maximum limitation on the amount of campaign contributions which may be received by candidates from a single source for an elective city office campaign.

1-40.020 Relation to the Political Reform Act.

This chapter is intended to be a supplement to and in no way conflict with the Political Reform Act of 1974. Unless otherwise defined in this chapter, words and phrases shall have the same meaning herein as that given to them by the Political Reform Act of 1974, as the same may be, from time to time, amended.

1-40.030 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Contribution” means any payment made for political purposes for which full and adequate consideration is not made to the donor.

1. A contribution includes:

- a. Any goods or services received by or requested by a City Council candidate or their candidate controlled committee, at no charge or at a discount from the fair market value, unless the discount is given in the regular course of business to members of the public.
 - b. Cash.
 - c. A loan or an extension of credit for more than 30 days, other than loans from financial institutions given in the normal course of business.
- 2. Payment made for political purposes is a payment made:
 - a. For the purpose of influencing or attempting to influence the action of the voters for or against the nomination or election of a City Council candidate; or
 - b. Received by or made at the request of a City Council candidate or their candidate controlled committee.
- 3. Payments for communications to members, employees, shareholders, or families of members, employees, or shareholders of an organization for the purpose of supporting or opposing a candidate or a ballot measure are not contributions, provided those payments are not made for general public advertising such as broadcasting, billboards, and newspaper advertisements.

“City Council candidate” means an individual who is listed on the ballot or who has qualified to have write-in votes on their behalf counted by election officials, for nomination for or election to the Laguna Hills City Council, or who receives a contribution or makes an expenditure or gives their consent for any other person to receive a contribution or make an expenditure with a view to bringing about their nomination or election to the Laguna Hills City Council, whether or not they have announced their candidacy or filed a declaration of candidacy at such time. The term “candidate” also includes any City Council member who is the subject of a recall election. An individual who becomes a candidate for the Laguna Hills City Council shall retain their status as a candidate until such time as that status is terminated pursuant to Government Code § 84214.

“Person” means any individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, political action committee, labor union, and any other organization or group of persons acting in concert.

1-40.040 Single-election limit.

No person shall make, and no City Council candidate or candidate controlled committee shall solicit or accept from any person, any contribution of more than \$1,000.00 in any single election. The provisions of this section shall not apply to a candidate's contribution of their personal funds, community property funds or domestic partnership funds to their own candidate controlled committee, but shall apply to separate property contributions from the candidate's spouse or domestic partner.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this ____ day of ____ 2020.

JANINE HEFT, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. 2020-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 23rd day of
June 2020, and that thereafter, said Ordinance was duly adopted and passed at a Regular
Meeting of the City Council held on the ___ day of _____ 2020, by the following vote,
to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2020-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, ADDING CHAPTER 1-40 TO TITLE 1
(GENERAL PROVISIONS) OF THE LAGUNA HILLS
MUNICIPAL CODE RELATING TO CAMPAIGN
CONTRIBUTION LIMITS FOR ELECTIVE CITY OFFICE

on the ___ day of _____ 2020, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the ___ day of _____ 2020, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020

TO: Mayor and Council Members

FROM: Erica Pezold
Council Member

ISSUE: Establishing Local Campaign Contribution Limits for Elective City Office

RECOMMENDATION: Mayor Pro Tempore Pezold recommends that the City Council: (1) Direct the City Clerk and the City Attorney to research the issue of local campaign contribution limits and to prepare a report providing the City Council with more information regarding the law, options, and recommendations for establishing a local campaign contribution limit ordinance; or, in the alternative, (2) Direct the City Attorney to instead prepare a proposed campaign contribution ordinance for City Council consideration by adapting a sample Ordinance for use in Laguna Hills.

SUMMARY:

The City of Laguna Hills currently does not have, nor has it ever had, any locally enacted campaign contribution limits. As such, a person has been able to contribute any amount that he or she chooses to a candidate for the Laguna Hills City Council. If the City Council doesn't act to impose local campaign contribution limits, this will continue to be the case until the new AB 571 default limit becomes effective on January 1, 2021. However, if the City Council were to adopt its own local campaign contribution ordinance, the local limit could become effective prior to the November 3, 2020, general election. As Mayor Pro Tempore, it is my recommendation that the City Council enact a campaign contribution limit so that it becomes effective prior to the next election.

BACKGROUND:

Under existing law, cities have the ability to adopt campaign contribution ordinances that apply to elections within their jurisdictions. Cities generally have a significant

Establishing Local Campaign Contribution Limits for Elective City Office

May 26, 2020

Page 2

amount of latitude when developing local campaign contribution ordinances that apply to elections in those cities' jurisdiction. Such campaign contribution ordinances adopted by cities in California vary significantly in terms of their scope. Some local ordinances are very limited and short, while others are much more extensive and complex.

As previously advised by the City Attorney, effective January 1, 2021, Assembly Bill 571 establishes for the first-time default campaign contribution limits for candidates running for elective county and city office at the same level as the limit on campaign contributions from individuals to candidates running for elective state office. The current limit under this provision is \$4,700 per contributor per election. Beginning on January 1, 2021, local campaign contributions made to candidates running for elective county and city office will be limited to the same cap imposed on the elective state offices of Assembly and Senate, unless cities have established their own local limitation.

This new law, however, permits a city to establish its own local campaign contributions limits, whether higher or lower, which would prevail over the new statutory default limits. The City of Laguna Hills currently does not have, nor has it ever had, any locally enacted campaign contribution limits; therefore, the default limits will apply to Laguna Hills starting January 1, 2021, unless the City Council takes action to adopt its own local campaign contribution limit. Under Assembly Bill 571, cities may establish their own different campaign contribution limit that is more precisely tailored to the needs of their community.

I will be presenting a brief PowerPoint Presentation along with some background information on this issue, as well as providing the City Council with some sample ordinances adopted by other South County cities for review and consideration.

FISCAL IMPACT:

Staff time and City Attorney time associated with researching this issue further and preparing a Staff Report that provides more information, if so directed, or staff time and City Attorney time to research and prepare a proposed ordinance based on a sample ordinance selected by the City Council and adapted for use in Laguna Hills, as directed by Council.

ATTACHMENTS:

- Sample Ordinance - Laguna Woods, CA Code of Ordinances - Chapter 1.14 - Campaign Contribution Limits

CHAPTER 1.14. - CAMPAIGN CONTRIBUTION LIMITS

Footnotes:

--- (3) ---

State Law reference— *Municipal authority to limit campaign contributions in municipal elections, Elections Code § 10202, Government Code § 85703; limitations on contributions, Government Code § 85100 et seq.*

Sec. 1.14.010. - Purpose and intent.

The purpose and intent of this chapter is to prevent corruption and the appearance of corruption in City Council candidate's electoral campaigns that can arise where unlimited contributions may be made to candidates for election to the City Council. In furtherance of that goal, a reasonable campaign contribution limitation is hereby enacted that is similar to those enacted by other communities that are similar to Laguna Woods. In those communities, such limitations have not inhibited City Council candidates' ability to conduct meaningful and effective campaigns, but they have limited the appearance and incidents of corruption that have been experienced.

(Ord. No. 00-09, § 1(2.05.010), 12-20-2000)

Sec. 1.14.020. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (05) *Contribution* means any payment made for political purposes for which full and adequate consideration is not made to the donor.
 - (1) A contribution includes:
 - a. Any goods or services received by or requested by a City Council candidate at no charge or at a discount from the fair market value, unless the discount is given in the regular course of business to members of the public.
 - b. Cash.
 - c. A loan or an extension of credit for more than 30 days, other than loans from financial institutions given in the normal course of business.
 - (2) Payment made for political purposes is a payment made:
 - a. For the purpose of influencing or attempting to influence the action of the voters for or against the nomination or election of a City Council candidate; or
 - b. Received by or made at the request of a City Council candidate.
 - (3) Payments for communications to members, employees, shareholders, or families

of members, employees, or shareholders of an organization for the purpose of supporting or opposing a candidate or a ballot measure are not contributions, provided those payments are not made for general public advertising such as broadcasting, billboards, and newspaper advertisements.

- (10) *City Council candidate* means an individual who is listed on the ballot or who has qualified to have write-in votes on his behalf counted by election Officials, for nomination for or election to the Laguna Woods City Council, or who receives a contribution or makes an expenditure or gives his consent for any other person to receive a contribution or make an expenditure with a view to bringing about his nomination or election to the Laguna Woods City Council, whether or not he has announced his candidacy or filed a declaration of candidacy at such time. The term "candidate" also includes any City Councilmember who is the subject of a recall election. An individual who becomes a candidate for the Laguna Woods City Council shall retain his status as a candidate until such time as that status is terminated pursuant to Government Code § 84214.

(Ord. No. 00-09, § 1(2.05.020), 12-20-2000)

Sec. 1.14.030. - Single-election limit.

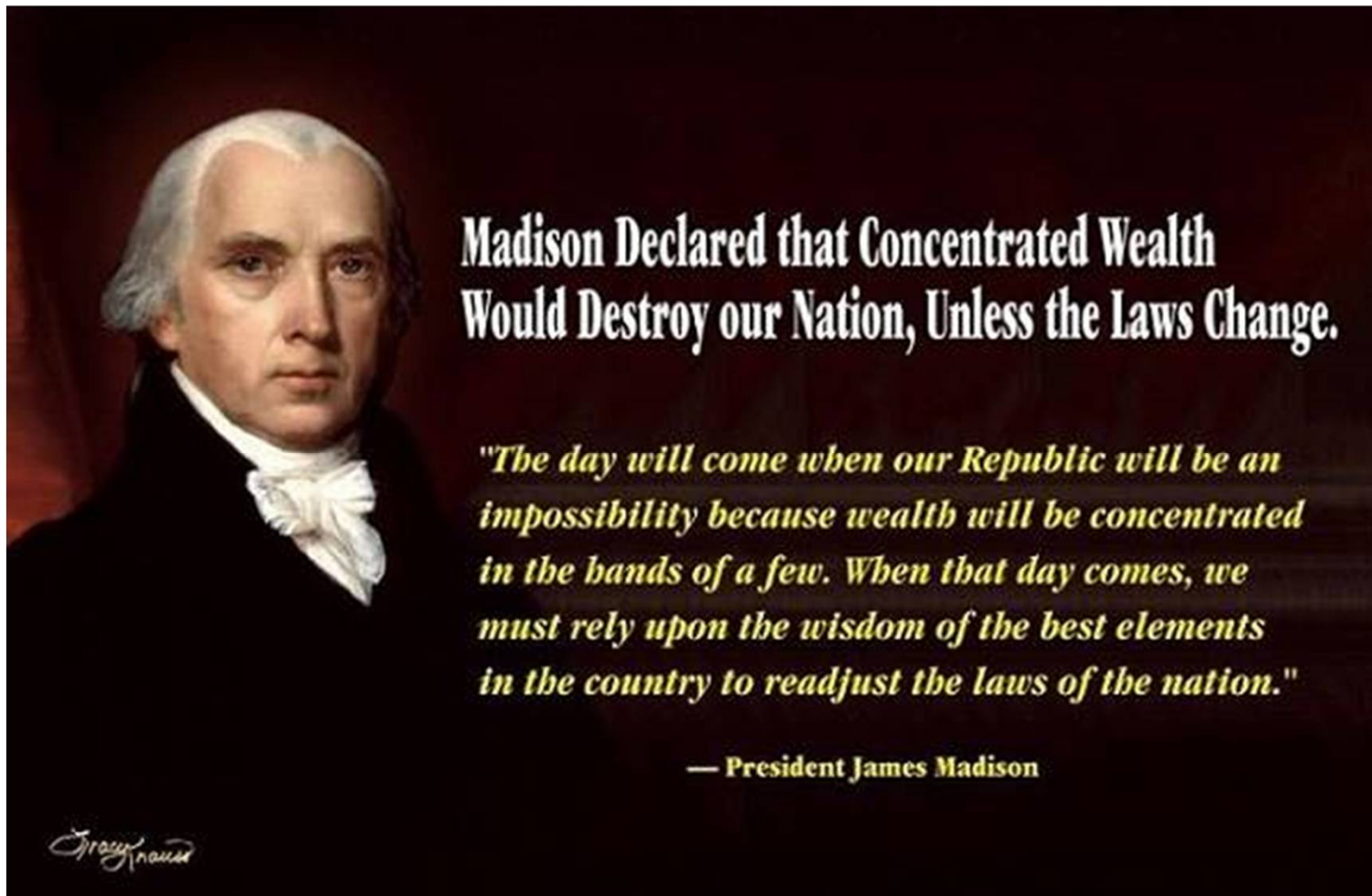
No person may contribute more than \$250.00 to any candidate for office in the City or to any candidate controlled committee for a candidate for office in the City in any single election. The provisions of this section shall not apply to a candidate's contribution of his/her personal funds, community property funds or domestic partnership funds to his/her own campaign committee, but shall apply to separate property contributions from the candidate's spouse or domestic partner.

(Ord. No. 00-09, § 1(2.05.030), 12-20-2000; Ord. No. 07-05, § 1, 11-14-2007)



PROPOSED CAMPAIGN CONTRIBUTION RESTRICTION ORDINANCE LAGUNA HILLS

By: Mayor Pro Tem Erica Pezold





Thomas Jefferson

When once a Republic is corrupted, there is no possibility of remedying any of the growing evils but by removing the corruption and restoring its lost principles; every other correction is either useless or a new evil.

AZ QUOTES



Founding Fathers' Concern

- Regardless of which side a Founding Father leaned, corruption was a grave, valid, and united concern of each of them.

Campaign Finance History

- Campaign Finance Regulations are not novel and, in fact, not uncommon. They started in 1757 after our first president, George Washington, purchased \$195 of hard cider for friends before an election. The largely negative publicity caused the legislature to intervene and started the long history of Campaign Finance Restrictions that ensued at the federal level.



Campaign Finance Restriction History

Pre-Federal Elections Campaign Act

- **1757:** legislature passed a law prohibiting candidates, or persons on their behalf, from giving voters "money, meat, drink, entertainment or provision ...any present, gift, reward or entertainment, etc. in order to be elected."
- **1867:** Congress passed a naval appropriations bill that made it illegal for government officials to solicit naval yard workers for money. This marked the first time the federal government specifically tried to regulate campaign finance.
- **1883:** The Pendleton Civil Service Reform Act was passed, making it illegal for government officials to solicit contributions from any civil service workers, or award these positions on anything but merit.
- **1905:** President Theodore Roosevelt called for "vigorous measures to eradicate" perceived political corruption and suggested that "contributions by corporations to any political committee or for any political purpose should be forbidden by law".
- **1907:** The Tillman Act was passed, making contributions to federal candidates by corporations and national banks illegal.
- **1910:** The Federal Corrupt Practices Act was passed, which required House candidates to disclose their finances. One year later, Senate and primary candidates also were required to disclose their finances, and expenditure limits were set for all congressional candidates.
- **1921:** In *Newberry v. United States*, the Supreme Court rules that the Federal Corrupt Practices Act is unconstitutional because the Constitution does not grant Congress the authority to regulate political parties or federal primary elections. As a result, spending limits were not longer required in Congressional elections.
- **1925:** Congress amends the Federal Corrupt Practices Act to include a ban on any corporation contribution to a federal campaign, candidates must disclose the source of contribution greater than \$50, patronage is prohibited, and Senate candidates can spend \$0.03 for each voter based on the previous election up to \$25,000. House candidates are limited to \$5,000.
- **1935:** The Public Utilities Holding Act is passed, prohibiting public utility companies from contributing to federal campaigns.
- **1939:** The Hatch Act is passed, which bans most federal employees from contributing to candidates in national elections and from participating in political activities or campaigns.
- **1943:** The Smith-Connally Act is passed, which prohibited unions from contributing to federal candidates. Prior to this law, unions had been using dues as political donations. The first political action committee (PAC) is established by the Congress of Industrial Organization, and union members voluntarily contribute to the PAC independent of the union.
- **1947:** The Taft-Hartley Act is passed, which banned corporations and unions from even making independent expenditures in federal political campaigns. As long as candidates promised not to use their primary money during the general election campaign or collect private donations, they could campaign with publicly funded dollars.
- **1967:** Congress officially begins to collect campaign finance reports, despite it being law for nearly 50 years.

Campaign Finance Restriction History

Federal Election Campaign Act

1971 Election laws: The Federal Election Campaign Act (FECA) of 1971 and the 1971 Revenue Act were passed, initiating fundamental changes in campaign finance laws. FECA required full reporting of campaign contributions and expenditures and also limited spending on media advertisements. In addition, FECA provided the legislative framework for PACs established by unions and corporations, which allowed unions and corporations to use treasury funds to establish, operate and solicit voluntary contributions for the PAC to be used in federal races.

- **1974 Amendments:** Following the documentation of campaign abuses in the 1972 elections, the Federal Election Commission (FEC) was established and given jurisdiction in civil enforcement, authority to write regulations and responsibility for monitoring compliance with FECA.
- **Buckley v. Valeo:** Portions of the 1974 amendments were challenged as unconstitutional, and a lawsuit was filed by Senator James L. Buckley against the Secretary of the Senate, Francis R. Valeo. The Court upheld contribution limits, but overturned expenditure limits, saying that limiting expenditures would limit the quantity of campaign speech, which in turn violated First Amendment rights. In addition, provisions of the law regarding public funding, disclosure and record keeping were upheld. The Court also found that the method of appointing members to the FEC violated the principle of separation of powers.
- **1976 Amendments:** In response to the Court's ruling, Congress repealed expenditure limits and revised the method of appointing Commissioners. Beginning in 1976, the President appointed six Commissioners, to be confirmed by the Senate. These amendments also included provisions to limit the scope of PAC fundraising by corporations and labor organizations by specifying who could be solicited for contributions, and how those solicitations could be conducted. In addition, a single contribution limit was adopted for all PACs established by the same union or corporation.
- **1979 Amendments:** Following the 1976 and 1978 elections, Congress further amended the law to include provisions to simplify reporting requirements, encourage party activity at state and local levels and increased public funding grants for Presidential nominating conventions.[3]

Campaign Finance Restriction History

Post-Federal Elections Campaign Act

- **1990:** The Supreme Court ruled on Austin v. Michigan Chamber of Commerce, stating that Michigan's law banning corporations from using company money for independent expenditures was constitutional.
- **1992:** President George H.W. Bush vetoed a bill that sought to provide partial public financing for congressional candidates.
- **2002:** The McCain-Feingold Bipartisan Campaign Reform Act (BCRA) was passed, which sought to limit the use of "soft money." Soft money is money raised by national parties and political action committees for "get out the vote" campaign efforts and other organization-building activities. This money wasn't regulated by the federal government, and parties were raising unlimited funds for these activities but using them for purposes aside from voter registration. Notably, 501(c) and 527 organizations were exempted from the soft money ban, though they were banned from running ads prior to primaries and elections, and from providing direct advocacy for a candidate.
- **2003:** The BCRA was sent to the Supreme Court via suits filed by Kentucky Senator Mitch McConnell (R), the California Democratic Party and National Rifle Association, under the complaint that the law was too broad and limited their First Amendment rights. The Court upheld the law in McConnell v. The Federal Election Commission.
- **2006:** The Supreme Court ruled Vermont's strict caps on campaign contributions unconstitutional in Randall v. Sorrell, saying it violated the First Amendment.
- **2007:** The Supreme Court reversed their on issue ads in McConnell v. Federal Election Commission in Federal Election Commission v. Wisconsin Right to Life, Inc., saying that limits on electioneering spending by nonprofits were unconstitutional.
- **2008:** Senator Barack Obama became the first presidential candidate from a major party not to take public financing for the general election, citing a broken system for his actions.

Campaign Finance Restriction History

Citizens United and McCutcheon

•**2010:** In Citizens United v. FEC, the Supreme Court held that independent expenditures by corporations and labor unions were protected by the First Amendment, which struck down BCRA provisions that banned these types of expenditures. A few months later, the decision from Citizens United was applied to Speechnow.org v. FEC in the D.C. Circuit Court of Appeals. Judges decided arguments that unlimited independent expenditures would lead to corruption were invalid after the Citizens United decision.

•**2012:** For the first time, both presidential candidates did not accept public financing. Also, the Supreme Court decided that Citizens United applied to Montana's 1912 legislation banning direct corporate political spending in American Tradition Partnership v. Bullock.^{[1][2]}

•**2014:** The recent Supreme Court decision in McCutcheon v. FEC ruled that aggregate contribution limits infringed on First Amendment rights. This decision removes a cap on the amount of money any single donor, including PACs, can give to candidates or party committees. Previously, the limit had been a total of \$48,600 every two years for all federal candidates and an aggregate of \$74,600 to political parties and committees. There is no limit to the number of PACs that can exist, so donors could theoretically increase their contributions to certain candidates considerably if they had enough PACs supporting them. The base limits for campaign contributions of \$2,600 for individual candidates and \$5,000 for PACs remain in effect.

The Limits

The charts below show the current limits per contributor for state offices and committees. The primary, general, special, and special run-off elections are considered separate elections. Contribution limits to candidates apply to each election. Contribution limits to officeholders and other committees apply on a calendar year basis. To view a printable version of the charts below, [click here](#).

In addition to state laws, contribution limits are also imposed in many California cities, counties and districts. Local ordinances are posted [here](#). All information should be verified with the elections agency within the local jurisdiction.

2019-2020 Contribution Limits to State Candidates Per Election

Candidate or Officeholder	Contributor Sources		
	Person (individual, business entity, committee/PAC)	Small Contributor Committee (see definition below)	Political Party
Senate and Assembly	\$4,700	\$9,300	No Limit
CalPERS/CalSTRS	\$4,700	\$9,300	No Limit
Lt. Governor, Secretary of State, Attorney General, Treasurer, Controller, Supt. of Public Instruction, Insurance Commissioner, and Board of Equalization	\$7,800	\$15,500	No Limit
Governor	\$31,000	\$31,000	No Limit

CAMPAIGN CONTRIBUTION LIMITS ON THE STATE LEVEL

Local Level Campaign Contribution Restrictions

AB 571 establishes new statutory default campaign contribution limits for elective County and City offices effective January 1, 2021, which created donation capping at \$4,700 per election.

AB 571

- Stresses the importance of campaign finance limits.
- Does not cater to each individual city.
 - A campaign contribution of \$4,700 is logical for larger cities that may not have restrictions for campaign donations.
 - In the case of Laguna Hills, \$4,700 could be enough to cover an election for a candidate.
- It does provide each city the opportunity to exercise their local right to govern itself and create a campaign finance ordinance that makes sense and caters to its respective city.

Primary Purpose of Campaign Contribution Limits



- It encourages a broad donor base.
- Ensures candidates have a level campaign ground.
- Ensures that major donors do not influence elected officials.
- Assists in preventing dishonesty or fraud by those in power, typically involving bribery. i.e., corruption.
- Assists in preventing the appearance of corruption.

•Agoura Hills	•Cypress	•Healdsburg	•Mountain View	•San Anselmo	Beach	•Woodland
•American Canyon	•Dana Point	•Hermosa Beach	•Murrieta	•San Diego	•Sonoma	•Yorba Linda
•Anaheim	•Davis	•Huntington Beach	•Newark	•San Fernando	•South Gate	
•Arcata	•Del Mar	•Irvine	•Newport Beach	•San Jose	•South Pasadena	
•Barstow	•Desert Hot Springs	•La Mesa	•Novato	•San Juan Capistrano	•Sunnyvale	
•Bell Gardens	•Downey	•Laguna Beach	•Oakland	•San Luis Obispo	•Temecula	
•Belmont	•Dublin	•Laguna Niguel	•Orange	•San Marcos	•Thousand Oaks	
•Benicia	•East Palo Alto	•Laguna Woods	•Oxnard	•San Mateo	•Torrance	
•Berkeley	•El Monte	•Lancaster	•Pacific Grove	•San Rafael	•Turlock	
•Beverly Hills	•El Segundo	•Lemon Grove	•Pacific Palmdale	•San Ramon	•Ukiah	
•Brentwood	•Encinitas	•Livermore	•Palo Alto	•Santa Ana	•Union City	
•Burbank	•Escondido	•Long Beach	•Pasadena	•Santa Barbara	•Upland	
•Burlingame	•Eureka	•Los Angeles	•Patterson	•Santa Clara	•Ventura	
•California City	•Fillmore	•Lynwood	•Petaluma	•Santa Clarita	•Victorville	
•Capitola	•Folsom	•Malibu	•Pinole	•Santa Cruz	•Vista	
•Carlsbad	•Fountain Valley	•Manhattan Beach	•Pleasant Hill	•Santa Monica	•Walnut Creek	
•Chico	•Fremont	•Marina	•Pleasanton	•Santa Rosa	•Watsonville	
•Chula Vista	•Fresno	•Mateo	•Poway	•Santee	•West Covina	
•Claremont	•Galt	•Menlo Park	•Richmond	•Sausalito	•West Hollywood	
•Clovis	•Gardena	•Merced	•Rohnert Park	•Seal Beach	•West Sacramento	
•Commerce	•Gilroy	•Milpitas	•Rolling Hills Estates	•Scotts Valley	•Whittier	
•Concord	•Glendale	•Modesto	•Roseville	•Signal Hill	•Windsor	
•Coronado	•Grand Terrace	•Montclair	•Sacramento	•Simi Valley		
•Costa Mesa	•Half Moon Bay			•Solana		
•Cotati	•Hayward					
•Cudahy						
•Culver City						
•Cupertino						

Cities in the State of California with Campaign Contribution Ordinances

Cities in Orange County that have Campaign Contribution Ordinances

- Anaheim
- Dana Point
- Fountain Valley
- Huntington Beach
- Irvine
- Laguna Beach
- Laguna Niguel
- Laguna Woods
- Newport Beach
- Orange
- San Juan Capistrano
- Santa Ana
- Seal Beach

ORANGE COUNTY CAMPAIGN CONTRIBUTION LIMITS

Local Cities Campaign Population

City	Population	Contribution Limit	CPI
Anaheim	359,339	\$ 2,100.00	Y
Dana Point	34,249	\$ 810.00	Y
Fountain Valley	56,652	\$ 500.00	N
Huntington Beach	203,761	\$ 600.00	N
Irvine	280,202	\$ 530.00	Y
Laguna Beach	23,358	\$ 440.00	Y
Laguna Niguel	66,748	\$ 1,000.00	N
Laguna Woods	16,518	\$ 250.00	N
Newport Beach	87,180	\$ 1,200.00	Y
Orange	141,691	\$ 1,000.00	N
San Juan Capistrano	36,821	\$ 580.00	Y
Santa Ana	337,716	\$ 1,000.00	N
Seal Beach	25,073	\$ 500.00	N

Critiques of Existing Ordinances

- Some are very long.
 - The information may be outdated, i.e., FPPC regulations already cover material.
 - Information may be unnecessary, i.e., penalties and some words do not need to be defined. Consequences already occur if City ordinances are breached.
- Some are too short.
 - Lack proper definitions, i.e., campaign contribution definition and definition of the word person.
 - Lack articulation of purpose in the ordinance.

What is Important to include in a Campaign Contribution Ordinance

- Purpose and Intent: Defining the reason the City considers the ordinance valid.
- Definitions
- Limit
- CPI or No CPI
- Keep the document simple and clear to avoid confusion.

CPI (Consumer Price Index) vs. No CPI

- CPI requires Cities to draft Resolutions every election to reflect CPI.
- No CPI provides the City Council the opportunity to adjust amounts when necessary.
- No CPI saves money for the City.

Definition of the word “Person”

Legal Definition

- The word person can have multiple meanings. Legally, “**Person**” Usually Includes **Entities** Of Any Kind This said, usually the term “**person**” in the law refers to any **human** being and any trust, estate or **entity** that is capable of suing and being sued and entering into contracts.

Government Code

- For purposes of this ordinance, the word “person,” should be defined as follows:
- Government code 82047, “Person” means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert.

Sample Ordinances

- I recommend choosing an ordinance and directing staff to alter an existing City ordinance and framing it up for our City.
 - Laguna Woods: offers simplicity, and is clear. The only information missing is: A definition for “person,” the contribution limit, and adjustments for wording, to reflect Laguna Hills.

Dollar amount: \$1,000 is the recommended dollar amount.

- It is not too low where we would need to require CPI and, also have reoccurring resolutions every election to address the amount.
- It is not too high, where it would influence an election

IN CONCLUSION

Direct staff to use the Laguna Woods Campaign Contribution Ordinance, and draft an ordinance for Laguna Hills, and include:

Campaign limit of \$1,000

Definition of the word, "person."



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: Coronavirus Update on Status of City of Laguna Hills' Recreation Facilities
Openings and Closures

RECOMMENDATION: That the City Council receive and file the report.

SUMMARY:

In March of this year, the City of Laguna Hills began its efforts to close City recreation facilities and amenities in response to State orders to mitigate the spread of COVID-19. Staff continues to actively monitor regulations in the anticipation of safely opening up facilities and amenities. Some facilities have recently opened such as the skateboard park and the OC Technology Library for curbside pickup. This report provides an update on the status of recreation facility and amenity closures and openings with references to applicable guidelines and regulations. The list includes the following facilities: Community Center and gymnasium, athletic fields, public restroom facilities, parks, trails, picnic shelters, playgrounds, skateboard park, hockey rink, OC Technology Library, tennis courts, basketball courts, handball courts, and volleyball courts.

BACKGROUND:

The following is an update on the openings and closures of the City's public recreation facilities and amenities in light of the Novel Coronavirus pandemic. Where applicable, reference to corresponding guidelines and regulations is also provided. It should be noted, that with all of the facilities that are listed below, staff is conducting an ongoing evaluation of state and local regulations and guidelines to determine when openings and closures should occur.

1. **Community Center & Gymnasium** – CLOSED through September 10, 2020.

The City of Laguna Hills' Executive Order, issued on May 18, 2020, cancelled all recreation programs and activities and facility reservations/rentals through September 10, 2020.

Corresponding State/Local Guidelines and Regulations:

- a) "State public health directives prohibit professional, social and community mass gatherings. Gatherings are defined as—meetings or other events that bring together persons from multiple households at the same time for a shared or group experience in a single room, space, or place such as an auditorium, stadium, arena, large conference room, meeting hall, or other indoor or outdoor space. They pose an especially high danger of transmission and spread of COVID-19" (see *"Are mass gatherings permitted?" on the States COVID-19 website: <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>*).

2. **Restroom facilities at Cabot and Community Center Sports Complex**: CLOSED.

Porta-pottie units with hand washing stations were installed at both the parking lots of Cabot Park and the Community Center and Sports Complex, per Laguna Hills Executive Order, dated March 30, 2020, and will remain in place while these public restrooms are closed. Staff will determine if it is feasible to open these restrooms dependent on need and when Picnic shelters and playgrounds are permitted to open.

3. **Parks (open spaces) & Trails** – OPEN

The City of Laguna Hills public parks and trails were never closed during this pandemic and these openings have been in line with the State's stay-at-home order guidelines for Outdoor recreation as referenced below.

Corresponding State/Local Guidelines and Regulations:

- a) "It's okay to go outside to go for a walk, to exercise, and participate in healthy activities as long as you maintain a safe physical distance of six feet and gather only with members of your household" (*Outdoor recreation, "Can I still exercise? Take my kids to the park for fresh air?"*

Take a walk around the block?” on the States COVID-19 website: <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>).

4. **Fields (organized sports play)** – CLOSED to competitive play. Evaluating possibility of opening for youth sports practices and for day camps only in accordance to State and Orange County guidelines.

Corresponding State/Local Guidelines and Regulations:

- a) “Most organized activities and sports such as basketball, baseball, soccer, and football that are held on park fields, open areas, and courts are not permitted to the extent that they require coaches and athletes who are not from the same household or living unit to be in close proximity, which increases their potential for exposure to COVID-19. Members of the same household may engage in such activities and sports together.” (See State’s COVID-19 Industry Guidance: Campgrounds, RV Parks, and Outdoor Recreation, pg. 3 - <https://covid19.ca.gov/pdf/guidance-campgrounds.pdf>).
 - b) On June 15, 2020, the County of Orange announced that it will allow the re-opening of practices for youth sports under COVID-19 Industry Guidance: Day Camps.
 - c) Under the State’s COVID-19 Industry Guidance: Day Camps, “Outdoor activities are prioritized” as lowest risk for day camps. (See State’s COVID-19 Industry Guidance: Day Camps, pg. 3 - <https://covid19.ca.gov/pdf/guidance-daycamps.pdf>).
5. **Picnic Shelters** – CLOSED – Picnic Shelter at Community Center and Sports Complex; OPEN – picnic tables at neighborhood parks. Signs will be posted on closures and social distancing requirements in accordance to guidelines.

Corresponding State/Local Guidelines and Regulations:

- a) “Outdoor spaces intended for gatherings and group functions, including pavilions, communal fire rings, public-use camp kitchens, and amphitheaters should remain closed. Remove, separate, post closure signs, or tape-off all benches, common area picnic tables, and multi-person seating (including seating around fire pits) to discourage visitors

from congregating” (See *State’s COVID-19 Industry Guidance: Campgrounds, RV Parks, and Outdoor Recreation*, pg. 10 - <https://covid19.ca.gov/pdf/quidance-campgrounds.pdf>).

- b) “Smaller picnic shelters, such as those that typically accommodate only household groups, can remain open with posted physical distancing related restrictions (e.g., limit use to one household at a time)” (See *State’s COVID-19 Industry Guidance: Campgrounds, RV Parks, and Outdoor Recreation*, pg. 10 - <https://covid19.ca.gov/pdf/quidance-campgrounds.pdf>).
- c) “Picnics (with your household members only)” is listed on the State’s website as acceptable outdoor recreation activity (see <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>).

6. **Playgrounds** – CLOSED. Disinfecting procedures have begun in anticipation of playgrounds opening up in the next few weeks.

Corresponding State/Local Guidelines and Regulations:

- a) “Playgrounds should also remain closed” (See *State’s COVID-19 Industry Guidance: Campgrounds, RV Parks, and Outdoor Recreation*, pg. 10 - <https://covid19.ca.gov/pdf/quidance-campgrounds.pdf>).
- b) The County of Orange playgrounds remain closed.

7. **Skateboard park** - OPEN as of June 12, 2020. Signs will be posted on social distancing requirements per guidelines.

The skateboard park is an unsupervised public facility and signs are posted that skaters skate at their own risk.

Community Center Drive and the Community Center parking lot closest to the Skateboard park are also now open.

Corresponding State/Local Guidelines and Regulations:

- a) “Operators should monitor areas where people are likely to gather and ensure that physical distancing and other guidelines are followed. These areas might include sports fields, skateparks, basketball courts,

tennis courts, trail heads, popular day use areas, and picnic areas. Post signs on physical distancing requirements and discourage groups from gathering in larger numbers than are currently recommended or allowed by the local county” (*See State’s COVID-19 Industry Guidance: Campgrounds, RV Parks, and Outdoor Recreation, pg. 9 - <https://covid19.ca.gov/pdf/guidance-campgrounds.pdf>*).

8. **Hockey Rink** - CLOSED

At this time, staff is not recommending the opening of the Hockey Rink since the majority of its use has been reserved for a Roller Derby league and reservations for the Hockey Rink are predominately handled by facility reservations. The City’s drop-in Pickleball program is located within the Hockey Rink and is supervised by staff. This program will be evaluated to determine when it can re-open.

9. **OC Tech Library** - OPEN for curbside service as of June 16, 2020.

10. **Tennis Courts** – OPEN (singles play only). Signs are already posted with social distancing guidelines and singles play only.

The City of Laguna Hills public tennis courts have remained open during the pandemic. Singles play is advised in accordance to the guidelines provided below.

Corresponding State/Local Guidelines and Regulations:

- a) “Tennis and table tennis (singles)” is listed on the State’s website as acceptable outdoor recreation activity (*see <https://covid19.ca.gov/stay-home-except-for-essential-needs/#top>*).
- b) “Members of the same household may engage in such activities and sports together” (*See guidelines reference in 4.a above*).

11. **Outdoor basketball, handball, and volleyball courts** – OPEN. Signs will be posted on social distancing requirements per guidelines.

These recreation amenities have remained open during the pandemic.

Corresponding State/Local Guidelines and Regulations:

- a) “Members of the same household may engage in such activities and sports together” (*See guidelines reference in 4.a above*).



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: Small Business Grant Relief Program

RECOMMENDATION: That the City Council receive and file the report.

SUMMARY:

Orange County supervisors approved, on May 26, 2020, to distribute \$75 million in federal CARES Act funding to small businesses struggling during this pandemic. The \$75 million is split evenly among the five supervisors' districts, with each supervisor deciding the process for distributing their district's \$15 million. Orange County Supervisor Bartlett has established the Small Business Grant Relief Program to support small businesses and community organizations impacted by COVID-19 in Orange County Supervisorial District Five. Grants of up to \$10,000 will be available to eligible small businesses and non-profits within District Five and the grant awards are based on the percentage of population of each city/unincorporated area. Grant disbursements will be based on an 80% for-profit and 20% non-profit basis, with an estimate of grant recipients in Laguna Hills of 60 for-profit and 15 non-profit. These estimates may increase if grant recipients receive less than the \$10,000 maximum. The application process will open on June 22, 2020. See attached flyers for more program information such as grant eligibility and approved uses of grant monies. Also, The Small Business Development Center's website, at <https://ociesmallbusiness.org/ocdistrict5>, has information about the program as well.

ATTACHMENTS:

- Small Business Grant Flyer
- Small Business Grant Webinar Flyer



Small Business Grant Relief Program

About Supervisor Lisa Bartlett Fifth District



Supervisor Lisa Bartlett serves as Fifth District Supervisor for the County of Orange representing the 650,000 residents in south Orange County.

The Fifth District encompasses the cities of Aliso Viejo, Dana Point, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, portions of Irvine, as well as the unincorporated areas of Coto de Caza, Emerald Bay, Ladera Ranch, Las Flores, Rancho Mission Viejo, Stonecliffe, and Wagon Wheel.

About the Grant Program



The Small Business Grant Relief Program will support small businesses and organizations impacted by COVID-19 in Orange County Supervisorial District Five. Grants up to \$10,000 will be available to eligible small businesses and non-profits within the district.



INFORMATIONAL WEBINAR June 19 - English - 2:00 P.M.

Don't miss these informational sessions as officials from the Small Business Development Center (SBDC) present information on the grant program and answer your questions live!

Register Here: <https://bit.ly/D5webinar>



Eligibility

Applicant Eligibility

- Must be a for-profit business* or non-profit organization*
- Must have been affected by COVID-19
- Home based businesses are not eligible
- Small business must have no more than 25 employees (FTE)
- Independent contractors and sole proprietors are eligible
- Must be located within Orange County's Fifth District
- Business must provide proof of operations for the past 12 months in a city or unincorporated community within the Fifth District
- Small businesses and non-profits who received prior Federal and state disaster funding are eligible, however funding must be used on alternative eligible expenses

* In order to qualify, businesses or non-profit organizations must be eligible to receive federal funding.



Criteria

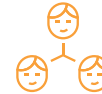
The business applicant must prove that their business has been affected by COVID-19 in at least one of the following ways:

- Sales from the business are down more than 25% compared to the previous three months. (Prior to March 1, 2020)
- The business has had to lay off at least one of its employees (full or part time)
- The business was forced to shut down by the state or local government.



Grant Selection

The randomized selection will be broken down by city, within the Fifth Supervisorial district, with one allocation to account for the portions of Irvine and unincorporated communities. The total value of grant awards will be based on the percentage of population of each city/unincorporated area. Grant disbursements will be based on an 80% for-profit and 20% non-profit basis.



Use of Funding

Businesses and non-profits may apply for up to \$10,000 in funding for use on the following eligible expenses:

Rent, payroll (as long as PPP funding was not received) utilities, insurance, accounts payable, personal protective equipment (PPE) and inventory. Businesses must be able to show proof of how funds were spent.

Need Help? Contact the SBDC



The Small Business Development Center (SBDC) can help you with your application and help award additional funding requirements - at no cost.

Contact Us at 1-800-616-7232 or us online to book an appointment: ociesmallbusiness.org



Based on popular demand and an additional webinar, the application will now open on June 22, 2020!

For More Information Visit The Small Business Development Center at <https://ociesmallbusiness.org/>



BASED ON POPULAR DEMAND AND AN ADDITIONAL WEBINAR, THE APPLICATION WILL NOW OPEN ON JUNE 22, 2020!

FIFTH DISTRICT SUPERVISOR LISA BARTLETT PRESENTS THE
SMALL BUSINESS GRANT RELIEF PROGRAM



INFORMATIONAL WEBINAR

Officials from the Small Business Development Center (SBDC) present information on the grant program and answer your questions live!

JUNE 19 - ENGLISH - 2:00 PM

REGISTER HERE: <https://bit.ly/D5webinar>

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