

ITEM 10.C.

MOORPARK CITY COUNCIL AGENDA REPORT

TO: Honorable City Council

FROM: Dave Klotzle, City Engineer/Public Works Director 
Prepared by: Shaun Kroes, Senior Management Analyst 

DATE: May 20, 2011 (CC Meeting of 06/01/11)

SUBJECT: Consider Consultant Agreement with Hartzog & Crabill, Inc. for Traffic Signal Design and Maintenance Services for Fiscal Year 2011/12

BACKGROUND & DISCUSSION

On September 22, 2010, the City entered into an Agreement with Hartzog & Crabill, Inc., (Hartzog & Crabill) for traffic signal design and maintenance services. The Agreement expires on June 30, 2011. Staff is requesting a new agreement with Hartzog & Crabill for FY 2011/12 for a not-to-exceed amount of \$50,000.

Hartzog & Crabill's FY 2010/11 Agreement was for a not-to-exceed amount of \$45,000 in FY 2010/11. In FY 2010/11 Hartzog & Crabill was assigned the following three (3) Task Orders.

Task Order No.	Description	Amount
1	On-going traffic signal monitoring	\$15,000
2	Level of Service Traffic Counts	\$2,350
3	Collins Drive & University Avenue Signal Construction Engineering Services	\$14,720
	Total	\$32,070

Task Orders 1 and 2 will be completed in FY 2010/11. Task Order 3 is expected to be completed in FY 2010/11 but may continue into July of 2011. If Task Order 3 is continued into FY 2011/12 it will be assigned a new Task Order Number.

FISCAL IMPACT

Any services requested by the City from Hartzog & Crabill are either already in the Draft FY 2011/12 Budget (such as the ongoing traffic signal maintenance services) or will be presented to the City Council as a requested budget amendment.

Honorable City Council
June 1, 2011
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STAFF RECOMMENDATION

Authorize the City Manager to sign the Agreement, subject to final language approval of the City Manager and the City Attorney.

Attachment: Draft Agreement

**AGREEMENT BETWEEN THE CITY OF MOORPARK AND
HARTZOG & CRABILL, INC., FOR TRAFFIC ENGINEERING SERVICES**

THIS AGREEMENT, is made and effective as of this 1ST day of July, 2011, between the City of Moorpark, a municipal corporation ("City") and Hartzog & Crabill, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need for design evaluation, analysis and operations regarding traffic engineering services; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal dated July 25, 2008, which is attached hereto as Exhibit C; and

WHEREAS, Consultant has submitted to City a Schedule of Hourly Rates dated January 1, 2009, which is attached hereto as Exhibit D.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. TERM

This Agreement shall be from the date executed above, and shall remain in effect until June 30, 2012.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide traffic engineering services, as set forth in Exhibit C. In the event there is a conflict between the provisions of Exhibit C and this Agreement, the language contained in this Agreement shall take precedence.

The specific services required of Consultant under this Agreement shall consist of the tasks and obligations defined in Task Orders approved by the City and Consultant, in response to specific projects and services requested by City. Any duly executed and approved Task Order shall become a part of this Agreement. The standard form for the Task Order is set forth in Exhibit B.

Compensation for the services to be performed by Consultant shall be in accordance with Section 5 of this Agreement. Compensation shall not exceed the rates or total contract value of fifty thousand dollars (\$50,000.00) as stated in Section 5 of this Agreement, without the written authorization of the City Manager. Payment by City to Consultant shall be in accordance with the provisions of this Agreement.

All services shall be performed to the satisfaction of the City Engineer or the City Engineer's designee. All services shall be performed according to the latest standards in traffic engineering services.

Consultant shall, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, all tests, testing and analyses, calculations, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by City, necessary or proper to perform and complete the work and provide the professional services required of Consultant by this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of their ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be Trammell Hartzog, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Manager or the City Manager's designee.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS 1099 form, before payments may be made to vendors.

The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit D, based upon actual time spent on the above tasks. This amount shall not exceed fifty thousand dollars (\$50,000.00) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts

and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt or other documentation subject to approval of the City Manager. If the City disputes any of Consultant's fees or expenses it shall give written notice to Consultant within thirty (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination.

In the event this Agreement is terminated or suspended pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination or suspension, provided that the work performed is of value to the City. Upon termination or suspension of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to this Agreement.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or his/her designee determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant

fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or the City's designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension without cause of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION AND HOLD HARMLESS

Professional Liability: Consultant shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City, and any and all of its employees, officials and agents ("the Indemnitees") from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, willful misconduct, errors or omissions, in performance of this Agreement by Consultant or by any individual, or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, except such damage as is caused by negligence of the City or any of its officers, employees, servants, project coordinators or agents.

Other than Professional Liability: Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subconsultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in this Section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

11. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. 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 officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers or employees, or agents of the City except as set forth in this Agreement. Consultant shall

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

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, state and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code. The Consultant shall have responsibility for compliance with this Section [Labor Code Section 1735].

14. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

16. CONFLICT OF INTEREST

Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one (1) year time period following termination of this Agreement.

17. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021

To: Trammell Hartzog
Hartzog & Crabill, Inc.
275 Centennial Way, Suite 208
Tustin, CA 92780

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above

specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

18. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement documents.

19. ASSIGNMENT

Consultant shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

20. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

21. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

22. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

24. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

25. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

26. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.

27. PRECEDENCE

In the event of conflict, the requirements of the City's Request for Proposal, if any, and this Agreement shall take precedence over those contained in the Consultant's Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on

behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

HARTZOG & CRABILL, INC.

By: _____
Steven Kueny, City Manager

By: _____
Trammell Hartzog, President

Date: _____

Date: _____

Attest:

Maureen Benson, City Clerk

Exhibit A

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, error or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum of \$25,000 self-insured retention for liability not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation or reduction of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation or reduction of coverage imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance 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 Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by

this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant 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. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific 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.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

EXHIBIT B

SAMPLE

CITY OF MOORPARK

SAMPLE

TASK ORDER
TRAFFIC ENGINEERING SERVICES

Reference Agreement No.:	XXXX - XX
Task Order No.:	X
Consultant:	Hartzog & Crabill, Inc.
Date of Original Agreement:	XX/XX/2011
Date of This Task Order:	
Purchase Order Number:	
Project Title	

A. Project Description

[General description of the project and services required for the project.]

B. Description of Services

Consultant shall perform the following services pursuant to this Task Order:

[List of tasks and sub-tasks required to be performed.]

C. Schedule

Consultant shall complete the services described above with _____ from the date of the Notice to Proceed.

[Schedule may be a more detailed list of sub-tasks and due dates, such as a bar chart.]

Sample

Task Order No. _____

Agreement No. _____

D. Compensation

Consultant shall be compensated for the services completed under this Task Order in the amount Not-to-Exceed _____.

[Compensation may be set forth in a list broken down by tasks and sub-tasks].

E. City's Responsibilities

City shall provide the following information, reports, documents, etc. required for the performance of the Consultant under this Task Order:

[List of reports, services, etc. (i.e. appraisals, title reports, legal descriptions, etc) to be provided by the City.]

F. Project Managers

1. City's Project Manager: _____

2. Consultant's Project Manager: _____

G. Agreement Provisions

All other provisions of the above mentioned Agreement shall remain in full force and effect.

CITY OF MOORPARK

HARTZOG & CRABILL, INC.

Steven Kueny, City Manager

Trammell Hartzog, President

Date _____

Date _____

**QUALIFICATIONS AND PROPOSAL FOR
TRAFFIC ENGINEERING, ANALYSIS
AND REVIEW SERVICES**

Prepared for:

**City of Moorpark
Community Development Department
799 Moorpark Avenue
Moorpark, CA 93021**

Attention: Mr. Barry K. Hogan, Deputy City Manager

July 25, 2008

Presented by:

**Hartzog & Crabill, Inc.
Consulting Traffic Engineers
275 Centennial Way, Suite 208
Tustin, CA 92780**

(714) 731-9455 Phone

(714) 731-9498 Fax



INTRODUCTION / STATEMENT OF QUALIFICATIONS

The City of Moorpark has identified the need to retain the services of a qualified consulting firm to provide Traffic Engineering, Analysis and Review Services. As stated in the Request for Proposal (RFP), these services include, but are not limited to review of traffic analyses for development projects consistent with the City of Moorpark Municipal Code, Circulation Element LOS, the latest published ITE Trip Generation Manual and industry standards, traffic engineering and concept reviews.

Hartzog & Crabill, Inc. (HCI) currently serves the Cities of Bellflower and Rancho Santa Margarita, as well as South Gate as contract City Traffic Engineer. As such, we recognize the importance of the "political" as well as the "technical" perspective when dealing with sensitive issues, such as traffic calming and relating with the public. HCI also provides 'on-call' services to numerous cities throughout Orange, Los Angeles, Riverside, San Bernardino, and Ventura Counties.

DESCRIPTION OF FIRM

HCI is a consulting engineering firm specializing in municipal services. Our office address is:

Hartzog & Crabill, Inc.
275 Centennial Way, Suite 208
Tustin, CA 92780
(714)731-9455

Our services include public works projects, traffic and transportation planning, traffic signal design, traffic management, traffic operations and signal system coordination. Since its inception in 1993, HCI has proven itself as a leader in client satisfaction through successful project completion. These successes are attributed to the "hands-on" approach demonstrated by the firm's two principals, Mr. Trammell Hartzog and Mr. Jerry Stock P.E., as well as our Senior Engineers, Mr. Bernie Dennis and Mr. Scott Ma, amongst our other staff members.

Mr. Stock is our firm's Registered Civil and Traffic Engineer and is currently serving the City of Bellflower as their City and Traffic Engineer. It is proposed that Mr. Stock will serve as the project's licensed engineer (Traffic Engineer). Mr. Hartzog's experience covers over (40) years and involves a specialization and unmatched expertise in traffic signal design, signal operations, and signal system coordination. Mr. Dennis' traffic engineering experience also covers over (40) years with expertise in municipal and private traffic engineering, and numerous aspects of transportation planning. Mr. Ma's experience has been provided on a 'part-time' basis to the City of Laguna Hills and will soon be providing continuous "on-going" traffic-engineering services to the Cities of South Gate and Los Alamitos.

DESCRIPTION OF FIRM (continued)

Although our Tustin office is located approximately 80 miles from Moorpark City Hall, by the use of E-mail, overnight express delivery and other technology, we are able to respond to all City needs in a timely manner. When needed, HCI staff is available to meet at Moorpark City Hall. As stated in the RFP, the City will provide plans and reports electronically.

In addition to our technical expertise, a cornerstone of HCI's success is attributed to our work ethic, loyalty to client cities, completion of assigned tasks on schedule, and the ability to effectively communicate with the public, City staff and elected officials. The office and its employee's total (12) individuals, who make up a complete staff of professional engineers and support technicians where all work products are prepared. All design and drafting work is accomplished using the latest AutoCad software on all our personal computers.

TYPICAL SERVICES

Working with numerous Southern California cities, HCI has been responsible for directing the activities of Traffic Divisions, providing expertise to City Engineers and planning staffs, and also responding to requests, inquiries, and concerns of citizens and City Council members alike; typical of the needs as identified by the City of Moorpark's request for traffic engineering, analyses and review services.

HCI staff will coordinate with the specific Community Development Department Case Planner to provide review and subsequent traffic related comments and recommendations to the planning Director. Our services will address street design and traffic analyses. Other traffic related concerns and comments would be provided to the case planner.

PERSONNEL SUMMARY RESUMES

As mentioned, HCI staff is comprised of twelve (12) engineering professionals and technicians who have the proven ability and expertise to meet the continually changing, challenging needs of the modern city. Following are summary resumes of HCI staff that will directly serve the City of Moorpark.

Please also note from the resumes, that in addition to traffic-related expertise, HCI can also offer extensive municipal civil-engineering support on a full-time or "as-needed" basis. HCI further possesses a capability that has become increasingly popular with our client cities; which is the firm's ability to operate, monitor, and administer the maintenance of our client city's traffic signal system, either on-site or remotely from the HCI offices.

PERSONNEL SUMMARY RESUMES (continued)

Mr. Jerry Stock, P.E., Principal – Civil/Traffic Engineer

Mr. Jerry Stock is a Registered Professional Civil and Traffic Engineer. Mr. Stock serves as our firm's quality-control officer for all of its traffic signal designs and specifications, and at present is also serving the City of Bellflower as their City Engineer and Traffic Engineer. Mr. Stock provides as needed traffic engineering services to the cities of Chino, Hermosa Beach, Laguna Hills and Los Alamitos.

The services Mr. Stock provides to those Cities are similar in nature to the services requested by the City of Moorpark. For example, Mr. Stock has represented the City of Bellflower as a voting member of that city's Development Review Board, a position he has held for eight (8) years. Mr. Stock establishes all traffic and public works related conditions of approval, reviews plan submittals in terms of on-site and off-site circulation, LOS, sight distance, driveway and intersection locations, photometric plans and any related traffic impact analysis.

Prior to his joining HCI, Mr. Stock served as City Engineer for the City of Norwalk and is very knowledgeable in the daily operations of a municipal engineering/public works department. Mr. Stock provides assistance in projects that involve the preparation and review of various civil and traffic engineering plans, construction management and contract administration, field investigations and provides services relative to the development of a municipal capital improvement program (CIP).

A principal asset to our company is Mr. Stock's ability, as a licensed Civil and Traffic Engineer, to link the civil and traffic engineering functions.

Mr. Trammell Hartzog, Principal – Traffic Signal Design and Operations

Mr. Trammell Hartzog is the president of HCI. With over (40) years of experience, Mr. Hartzog is a recognized expert in the preparation of design plans, specifications, and cost estimates (PS&E) for the installation and modification of traffic signals and traffic signal interconnect systems. Mr. Hartzog has designed more than 1,600 traffic signals and numerous interconnect systems. Among many, his assignments have included the setup and establishment of traffic signal management systems for the Cities of Aliso Viejo, Cerritos, Cypress, Glendora, Laguna Hills, Laguna Niguel, Los Alamitos, Stanton, Rancho Santa Margarita, Tustin, Yorba Linda, and many others.

Recognizing the significance of a good traffic signal system throughout the City of Moorpark, Mr. Hogan and City staff would possess the ability of having our staff provide measurable (*and more important – OBSERVABLE*) traffic signal operational improvements. A good prior example of this condition occurred in the City of Norwalk, at the "five points intersection" of Pioneer Avenue at Rosecrans/San Antonio. The intersection's previous signal cycle length was about (3) minutes (*one that generated many citizen complaints*). Following the completion of intersection improvements designed by HCI, cycling was reduced by (50) percent. Our concept was presented on behalf of the Public Works/Community Development Department, and well-received by City Council.

PERSONNEL SUMMARY RESUMES (continued)

Mr. Hartzog's experience includes the successful completion of a multi-jurisdictional traffic signal/interconnect project. The project included the Cities of Buena Park, Cypress, Garden Grove, and Stanton. It is again noted that Mr. Hartzog has been retained by numerous cities to actually operate and monitor their various traffic signals through a detector and software management system in our office. Mr. Hartzog currently operates and maintains the coordination timing for traffic signals in the City of South Gate, as well as the Cities of Cerritos, Cypress, Glendora, La Palma, Laguna Hills, Lake Elsinore, Los Alamitos, San Juan Capistrano, Stanton, and Yorba Linda.

Scott Ma, P.E. – Senior Engineer

Mr. Ma is a Registered Professional Civil Engineer with over seven (7) years of experience primarily in the area of traffic engineering. His experience includes 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 preparation and submittal of project plans, specifications, and estimates (PS&E).

Mr. Ma will begin serving as the City Traffic Engineer for the City of South Gate beginning in August 2008, as well as provide "on-call" services for the City of Los Alamitos. Mr. Ma's tasks include, but are not limited to, oversight of all aspects of the City's consulting service requirements regarding review of traffic-related requests, analyses and operational studies, permits, and other daily duties the City may request.

Mr. Bernie Dennis, P.E. – Senior Traffic Engineer

Mr. Dennis is a Registered Professional Traffic Engineer with over (40) years of experience in municipal traffic engineering. Currently he serves as the City Traffic Engineer for the City of Rancho Santa Margarita, and "on-call" for City of Laguna Woods. Mr. Dennis has provided traffic engineering support to the Cities of Corona, Los Alamitos, Signal Hill, Villa Park, among other client cities.

As the City of Orange's first Traffic Engineer, he had the responsibility of establishing a City traffic engineering operation, inclusive of initiating and implementing policies, procedures, standards, goals and objectives. Mr. Dennis has extensive experience in traffic engineering administration, traffic operations, and traffic planning. Mr. Dennis continuously interfaces with City Departments and many County, State and Federal Agencies.

Michael A. Vallado – Associate Engineer

Mr. Vallado provides assistance to Mr. Hartzog and Mr. Stock in the area of traffic signal design and oversees several aspects of signal plan review, specifications, and related analyses. Mr. Vallado brings over (10) 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 Division, while the last (5) years have been with HCI. His responsibilities with HCI include preparing signal analyses reports and recommendations, and project management including preparation of final project plans, specifications and estimates. Mr. Vallado also provides assistance to Mr. Stock and Mr. Ma in regards to many traffic studies.

SCOPE OF SERVICES

As stated in the RFP, the Traffic Engineer will coordinate with the Community Development Department Case Planner to provide review, comment and provide recommendations to the Planning Director for approval on the street design and traffic analysis, consistent with the City of Moorpark Municipal Code, Land Use Element and Circulation Element of the Moorpark General Plan, industry standards and the latest published edition of the ITE Trip Generation Manual. Below is a summary of services that HCI will provide to the City of Moorpark as described in the RFP. It is important to note that the following information is exactly what our firm has successfully performed for many other cities over the prior (15) years.

- ***Conceptual Review***

Items covered in the review process include a determination of completeness, appropriateness of the internal street system, proposed driveways, and planned or proposed traffic signals. In addition, an assessment of trip generation, trip distribution, access points and related restrictions (i.e. right turning/out only), parking, on site circulation including delivery vehicles, sight distance, parking lot lighting and signage will be completed.

HCI has provided various traffic engineering related support services to Cities of Bellflower, Hermosa Beach, and the Chino Department of Transportation staff for the past eight, two, and three years, respectively relative to concept review and comment. During that time period we have reviewed numerous conceptual and final site plans and established traffic related conditions of approval.

- ***Review of Traffic Analysis Reports***

Each TIA will be reviewed and evaluated as a requirement of entitlement case processing. The review will include comments pertaining to completeness, any specific report recommendations, proposed street improvements, proposed drive approaches or alleys and an evaluation of street intersections and signal modifications consistent with City of Moorpark Municipal Code, General Plan requirements, and all applicable industry standards.

The assessment will also consider potential traffic generation, trip distribution, existing roadway and intersection Levels Of Service (LOS), vehicular and pedestrian sight distance, and parking/circulation. HCI will review potential traffic impacts and recommended mitigation measures associated with the proposed development projects.

SCOPE OF SERVICES (continued)

- ***Traffic Engineering***

Review existing striping, level of service analysis, PEER, Fact Sheet, intersections, signalization and other traffic related issues as requested. These other issues may include conducting investigations and prepare reports regarding requests for traffic control device installations and modifications, such as traffic signals, stop signs, parking regulations, speed zoning, channelization, crosswalks, pedestrian and bicycle facilities, etc. HCI will discuss any specific concerns with City staff to ensure a clear understanding of the issue. Traffic, accident, roadway, and other data will be collected as needed and subject to City approval. All studies, analysis, and conclusions will be performed in compliance with all appropriate local agency requirements and guidelines. Traffic counts are outside our scope of services and will be ordered and billed on a time-and-materials basis, when required.

Following is a listing of other services that HCI is able to provide as needed, and is provided as additional information only.

- ***Review traffic signal and striping plans as requested.***

Having designed literally thousands of traffic signals, as well as developed and implemented numerous timing programs, HCI can provide the expertise required to meet this aspect of the City of Moorpark's traffic-engineering needs. We have designed and reviewed several of the traffic signals in the City. In addition, HCI has prepared and reviewed countless traffic impact analyses, parking studies, capacity and delay analyses, and engineering and traffic surveys for speed limits for all our client cities, including Moorpark.

- ***Provide technical advice on traffic safety, traffic facilities, accident rates, and other traffic-related issues as requested.***

HCI has always believed in a pro-active rather than re-active approach to resolve traffic issues to the greatest extent possible. As such, upon request from the City, we will review citywide accident records to identify any problem areas. Appropriate investigations will be conducted, priorities identified, cost estimates developed, and recommendations will be continuously made to City management.

- ***As requested, work with County, Caltrans, local law enforcement agencies, and other appropriate agencies on traffic-related issues.***

HCI recognizes the need to periodically work with outside agencies. Over the past several years, we have developed and continue to foster positive working relationships with a variety of agencies such as Caltrans, MTA, and SCAG. Consequently, we are able to streamline the often time-consuming processes required by other agencies. On a project-by-project and as needed basis, HCI will identify the participating agency, determine specific requirements, meet with the agency as necessary, and coordinate with City staff.

SPECIFIC CONSULTING TRAFFIC ENGINEERING EXPERIENCE & REFERENCES

The following information lists specific cities, which have been and are currently being served directly by HCI in its (15) years of business. HCI has provided a variety of traffic engineering services to the City of Moorpark Public Works Department / Engineering Division. Additional data relative to contact information is also provided below:

- | | |
|---|---|
| 1. City of Moorpark
Mr. Yugal K. Lall, PE
Public Works Director/City Engineer
(805) 517-6255 | 2. City of Bellflower
Mr. Brian K. Lee, AICP
Community Development Director
(562) 804-1424 |
| 3. City of Cerritos
Mr. Hal Arbogast, P.E.
City Engineer
(562) 860-0311 | 4. City of Glendora
Mrs. Debbie Wood
Civil Engineering Associate
(626) 914-8255 |
| 5. City of Laguna Hills
Mr. Ken Rosenfield
Director of Public Services
(949) 707-2655 | 6. City of Laguna Niguel
Mr. Dave Rogers, P.E.
City Traffic Engineer
(949) 362-4377 |
| 7. City of Lake Elsinore
Mr. Ed Basubas, P.E.
City Traffic Engineer
(909) 674-3124 | 8. City of Los Alamitos
Mr. Derek Wieske, P.E.
Director of Public Works
(562) 431-3538 |
| 9. City of Monrovia
Mr. Doug Benash, P.E.
City Engineer
(626) 359-3231 | 10. City San Juan Capistrano
Mr. Alan Oswald
Senior Engineer/Traffic
(949) 443-6356 |
| 11. City of Tustin
Mr. Doug Anderson
City Transportation Engineer
(714) 573-3172 | 12. City of Yorba Linda
Mr. Tony Wang, P.E.
Traffic Engineering Manager
(714) 961-7170 |

Again, the above information indicates that just in the (15) years that HCI has been in operation, at least (12) agencies have asked us to perform either a "full-time" commitment toward on-going traffic-engineering services, to serve as traffic signal operations engineer, or a combination of both. Several other clients are not listed, but can be provided upon request.

CONFLICT OF INTERESTS

HCI is not currently, or within the past one (1) year, contracted to provide traffic and/or civil engineering services with a developer or property owner seeking an entitlement application for property in the City of Moorpark. HCI will abide the Agreement to not contract with a developer or property owner seeking an entitlement application for property within the City of Moorpark during or one (1) year after the termination of the Agreement.

TRAFFIC ENGINEERING TEAM

The traffic engineering team will consist of only HCI employees, with the exception that traffic counts will be collected by a third party. As deemed necessary, HCI will submit a petition to amend the traffic engineering team, if necessary (by addition or subtraction) to the City of Moorpark for review and approval.

LITIGATION

HCI does not have any pending or previous litigation over the past five years related to HCI's work in the Traffic Engineering field.

TERMS AND CONDITIONS

HCI has reviewed and agreed to abide to the General Proposal Terms and Conditions attached to the RFP/RFQ.

EXCEPTIONS

HCI does not seek any exceptions to the Terms and Conditions.

PROFESSIONAL FEES

As per the RFP, the Fee Proposal is under a separate sealed envelope attached to this proposal.

PERFORMANCE SCHEDULE

Conceptual Design and Traffic Analysis Report Reviews: HCI will return written comments via email or regular mail on traffic analyses report review within ten (10) working days of receipt.

Meetings: HCI will respond to requests for a meeting with staff and/or the applicant and applicant's consultant within five (5) working days of receipt of request for such meeting from City staff.

INSURANCE

HCI possesses all of the necessary insurance required by the City. We have attached a copy of our current Insurance Certificate. An updated copy of our insurance will be provided to the City upon completing a new agreement.

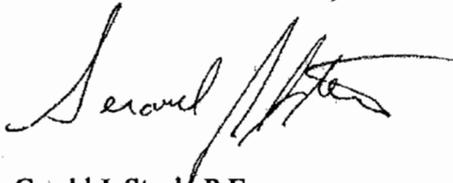
INDIVIDUAL RESUMES OF HCI PERSONNEL

More detailed resumes for each individual that will be responsible for performing traffic-engineering services in the City of Moorpark are attached for the City's reference.

Mr. Jerry Stock will serve as lead traffic engineer with assistance from Mr. Ma.

We look forward to continuing our professional relationship with the City of Moorpark. Should you have any questions, please contact me at (714) 731-9455 or by cell phone at (714) 448-5835.

Very truly yours,
HARTZOG & CRABILL, INC.



Gerald J. Stock, P.E.
Vice President
City and Traffic Engineering Services

Attach: Insurance Certificate (Proposal Only)
HCI Resumes

Trammell Hartzog
President / Project Manager

RESUME

Years of Experience: 43

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 (40) years of experience, Mr. Hartzog is a recognized expert in Traffic Signal Operations and in the 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 responsible for the operation of those signals citywide.

His most recent responsibilities in this regard involve the Cities of 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 101-intersection computerized traffic signal system for the City of Tustin, and citywide timing for City of Cypress.

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 & striping plans, and the preparation of applicable traffic project plans, specifications, and estimates.

Mr. Hartzog has consulted with other traffic-engineering firms to provide traffic signal operations and timing services. He is now in the process of completing the traffic signal coordination timing implementation for the Oso Parkway/Pacific Park Drive project administered by OCTA. On this particular Oso Parkway project and our services include the review and implementation of new signal synchronization timing for each of (34) project intersections in the Cities of Aliso Viejo, Laguna Hills, Laguna Niguel, and Mission Viejo, as well as the unincorporated area of Orange County.

RELEVANT EXPERIENCE:

Traffic Signal Operations Management (19 Cities, CA) On-Going -

Mr. Hartzog provides traffic signal timing and operation services for the Cities of Cerritos, Chino Hills, Cypress, Glendora, Indio, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Elsinore, Los Alamitos, Rancho Santa Margarita, San Juan Capistrano, Stanton, Tustin, Yorba Linda, and Yucaipa. 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.

RELEVANT EXPERIENCE:

Timing of Arterial Grid Network (Laguna Niguel, CA) 2006 - This project involved coordinating 45 intersections on 3 arterials, which were Alicia, Moulton/Golden Lantern, and Crown Valley Parkways. The project objective was to improve traffic flow on each of these major roadways through the development, implementation, and calibration of coordination timing at each intersection. The timing for each roadway had to be developed to allow the arterials to cross each other at two separate points while providing smooth progression on each. As Project Manager, Mr. Hartzog was responsible for the oversight and execution of the project.

Antonio Parkway Interconnect Project (Rancho Santa Margarita, CA) 2005 - Mr. Hartzog served as Project Manager for the Antonio Parkway Traffic Signal Interconnect Project from Santa Margarita Parkway south to Tijeras Creek. Working with the City, the project involved eleven intersections, several signal modifications, and the installation of 3.5 miles of twisted-pair signal interconnect cable, updating the City Hall Traffic Management System, and signal coordination timing.

Moulton Parkway Interconnect Project (Laguna Hills, CA) 2005 - Mr. Hartzog served as Project Manager for the Moulton Parkway Traffic Signal Interconnect Project from Nellie Gale north to Laguna Hills Drive and from Ridge Route Drive to Lake Forest Drive. Working with the City of Laguna Hills, the project involved six signal modifications, the installation of one mile of twisted-pair signal interconnect cable, the upgrading of the City Hall Traffic Management System, and signal coordination timing. The objective of this project was to improve traffic flow by improving the signal system, thereby facilitating the coordination of the signals along this arterial.

Santa Margarita Parkway Interconnect Project (Rancho Santa Margarita, CA) 2003 - Mr. Hartzog served as Project Manager for the Santa Margarita Parkway Traffic Signal Interconnect Project from Melinda Road east to Plano Trabuco. Working with the City, the project involved fourteen signal modifications, the installation of 3 miles of twisted-pair signal interconnect cable, signal coordination timing, and the installation of a City Hall Traffic Management System. The objective of this project was to improve traffic flow by improving the signal system, thereby facilitating the coordination of the signals along this arterial.

RELEVANT EXPERIENCE:

Timing of Arterial Grid Network (Cypress, CA) 2002 - This project involved coordinating 96 intersections on 10 arterials in the Cities of Buena Park, Cypress, Garden Grove, Los Alamitos, and Stanton. This project also required the coordinating of City signals with Caltrans signals. The project objective was to improve traffic flow on each of these major roadways through the development, implementation, and calibration of coordination timing at each intersection. The timing for each roadway had to be developed to allow the arterials to cross each other at nine separate points while providing smooth progression on each. As Project Manager, Mr. Hartzog was responsible for the oversight/execution of the project.

Katella Avenue Interconnect Project (Los Alamitos, CA) 2001 - Mr. Hartzog served as Project Manager for the Katella Avenue Traffic Signal Interconnect Project from the I-605 Freeway east to Lexington Avenue. Working with the City of Los Alamitos, the project involved eight signal modifications, the installation of two-miles of twisted-pair signal interconnect cable, the installation of a City Hall Traffic Management System, and signal coordination.

Alicia Parkway Interconnect Project (Laguna Hills, CA) 2000 - Mr. Hartzog served as Project Manager for the Alicia Parkway Traffic Signal Interconnect Project from the I-5 Freeway west to Moulton Parkway. Working with the City of Laguna Hills, the County of Orange, and Caltrans, the project involved ten signal modifications, the installation of two miles of twisted-pair signal interconnect cable, the upgrading of the City Hall Traffic Management System, and signal coordination timing. The objective of this project was to improve traffic flow by improving the signal system, thereby facilitating the coordination of the signals along this arterial.

Gerald J. Stock, PE, TE
Executive Vice-President

RESUME

Years of Experience: 18

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 an Executive Vice President with the consulting firm of Hartzog & Crabill, Inc., 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 staff 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 seventeen 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.

Administration:

Since 2000, Mr. Stock has served the City of Bellflower as contract City Engineer and City Traffic Engineer. Mr. Stock also serves the Cities of Hawaiian Gardens and Hermosa Beach as on-call 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 staff 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:

Mr. Stock is currently assisting the City of La Palma with traffic safety enhancements to the Walker Street bridge that crosses Coyote Creek.

Mr. Stock has 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.

Mr. Stock has developed and fostered positive working relationships with Caltrans, Los Angeles County Department of Public Works, Los Angeles Metropolitan Transportation Authority, South Coast Air Quality Management District, and also local law enforcement.

Design and Contract Administration:

Mr. Stock has directed the design and construction management of several roadway, landscape, and traffic signal improvement projects in the Cities of Bellflower and Norwalk. Mr. Stock's most recent design assignments in the City of Bellflower include being the registered civil engineer responsible for the design of the Library Garden, Friendship Square, Artesia Boulevard Landscape Median, Pacific Electric Depot Restoration, MPOWER Parking Lot, and Riverview Park projects.

Planning:

With respect to planning activities, Mr. Stock is currently under contract with the City of Bellflower for the review and approval of subdivision maps. Mr. Stock is responsible for the review and approval of new and redevelopment site plans and for establishing conditions of approval. The review and approval of street improvement, storm drain, sewer, traffic signal, and drainage plans collectively fall under Mr. Stock's direction.

Scott Quang Ma, PE
Senior Engineer

Years of Experience: 7

Education:

Bachelor of Science: Civil Engineering,
Transportation Emphasis
University of California, Berkeley, 2002

Professional Registrations:

Registered Civil Engineer - California
RCE 70812

Mr. Ma is a registered civil engineer with 7 years of professional experience. Prior to joining HCI, Mr. Ma assisted HCI as a contract engineer.

His most recent responsibilities in this regard involve:

- Conducted Traffic Engineering tasks for City of Laguna Hills
 - Evaluated pedestrian and vehicular traffic flows near schools and parks
 - Analyzed sight-distance requirements
 - Analyzed on-street parking
 - Analyzed police accident data and reports
- Conducted peer reviews for traffic studies prepared by other consultants
- Prepared grading plans for parks
- Prepared construction cost estimates

Prior to joining HCI, Mr. MA was responsible for the following tasks:

- Served as task leader for traffic engineering assignments
 - Prepared traffic engineering scope of work and cost estimates for proposals
 - Coordinated traffic and parking studies with clients and government agencies
 - Conducted peer reviews for traffic studies prepared by other consultants
 - Prepared billing invoices and approved subconsultant invoices
- Prepared Traffic Impact Studies
 - Forecasted traffic volumes and project trip generation, distribution and assignment
 - Calculated Level of Services (LOS)
 - Identified significant adverse impacts based on City's or County's threshold of significances
 - Recommended mitigation measures for significant adverse impacts
 - Conducted traffic signal warrant analyses
 - 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
 - Forecasted parking demand based on the shared parking methodology, Institute of Transportation Engineers (ITE) parking rates, City parking codes, and parking counts
 - Analyzed parking demand versus parking supply
- Conducted Civil Engineering work



Scott Quang Ma, PE
Senior Engineer

RESUME

- Prepared demolition, paving, grading, street improvements, and signage and striping plans
- Calculated structural pavement thickness
- Designed vertical and horizontal curves
- Conducted truck turning analyses
- Prepared construction cost estimates



Bernie Dennis, TE
Principal Engineer

Years of Experience: 46

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 consulting traffic engineer for the Cities of Rancho Santa Margarita and Laguna Woods and provides continuing technical support and experience to Yorba Linda (*where he was consulting Traffic Engineer for eight years*) and Villa Park as well as a number of client cities.

Prior to his employment with Hartzog & Crabill, Inc. 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 and SR-55 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 the past six 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.

Bernie Dennis, TE
Principal Engineer

RESUME

SPECIAL ATTRIBUTES:

Communication Skills - Has the ability to explain complex traffic and transportation issues and problems, in written and verbal form, to the level of the recipient. Has no difficulty working with or speaking before groups.

Innovation - Has no reluctance to consider new or innovative concepts. Stress personal creativity, innovation and imagination to fellow employees and always to do a little more or a little better than expected.

Police Cooperation - One of Mr. Dennis' objectives in any contract City is to develop and maintain a strong, mutually cooperative working relationship with that agencies police services. Although cooperation with all city departments is important, there is a special bond and need for interaction and information exchange between the traffic engineer and police services.

PRIOR EXPERIENCE:

Manhole Adjusting Contractors, Inc. , Monterey Park, CA 1996-1998

Cost Estimator

- ✓ Read plans and specifications from different governmental agencies for asphalt-paving projects.
- ✓ Prepared cost estimates for quoting material prices to different asphalt hot-mix plants.
- ✓ Updated/maintained the estimated and actual job cost information in the accounting and database programs.
- ✓ Reconciled invoices from rental, sales, and services involved in road construction projects.
- ✓ Assisted with the marketing of asphalt-rubber hot mix to several local agencies.

Los Angeles County, Department of Public Works, Alhambra, CA 1991-96

Engineering Aid II

- ✓ Prepared estimated and final carryover calculations for the new fiscal year Road Project budget.
- ✓ Prepared advertise and award cost estimates for individual projects.
- ✓ Updated weekly Status of Funds and Contract Reports for all on-going road projects.
- ✓ Coordinated and claimed credit points for the Road Construction Project portion of the federally-mandated Congestion Management Program (CMP).
- ✓ Maintained the computer database applications used in the Project Budget Unit, in Programs Development Division.

Schedule of Hourly Rates

<u>Classification</u>	<u>Hourly Rates</u>
Expert Witness / Deposition	\$260
Litigation Consultation	\$232
Two-Person Survey Crew	\$232
Litigation Field Evaluation	\$207
Principal Consultant	\$160
Registered Land Surveyor	\$145
Senior Engineer	\$135
Storm Water Permit Compliance Engineer	\$135
Associate Engineer	\$130
Traffic Signal System Supervisor	\$130
Mural Artist	\$125
Assistant Engineer	\$120
Senior Designer	\$120
Traffic Signal Systems Specialist	\$115
Draftsperson	\$ 93
Technician	\$ 78
Word Processor	\$ 62
Clerical	\$ 52
Traffic Counts (Cost, plus 15%)	\$

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost, plus 15%. A 15% fee for administration, coordination and handling will be added to subcontracted services. **Mileage will be invoiced at \$0.50 per mile.** Scheduled overtime will be performed at 125%. *This Schedule of Hourly Rates* is effective as of **January 1, 2009**. Rates may be adjusted after that date to compensate for increases of inflationary trends.