

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: Honorable City Council

FROM: Yugal K. Lall, City Engineer/Public Works Director
Prepared by: Dave Klotzle, Assistant City Engineer



DATE: April 24, 2009 (CC Meeting of 05/06/09)

SUBJECT: Consider Amendment No. 1 to Agreement 2008-192 for Traffic Signal Design and Maintenance with Hartzog & Crabill, Inc., Extending Agreement for One Year

BACKGROUND

On August 20, 2008, the City Council approved Agreement No. 2008-192 with Hartzog & Crabill, Inc. (Agreement) to provide professional traffic engineering services for traffic signal design and maintenance effective through June 30, 2009 (Attachment 1). The Agreement provides the City the option to extend the Agreement for up to two (2) additional one-year terms.

DISCUSSION

The Agreement provides for up to \$50,000 per year in compensation for traffic engineering services specified by Task Orders. To date, the following Task Orders have been approved.

Task Order No.	Description	Amount
1	On-going traffic signal monitoring	\$11,100
2	L.A. Ave. & Tierra Rejada left-turn modifications	\$7,200
3	Collins Dr. & University Ave. signal design	\$15,200
4	Spring Rd. queuing study at High St./Railroad crossing	\$3,000
5	Traffic counts at Metrolink driveway	\$1,045
	TOTAL	\$37,545

Additional traffic engineering services are required prior to June 30, 2009, to design intersection modifications at Moorpark Avenue and High Street to provide a dedicated left-turn lane onto westbound High Street. These improvements, if approved by Caltrans, will improve the flow of traffic to the new post office. The estimated cost for these design services is \$13,100, but only \$12,425 remains available under the current Agreement.

Staff recommends that by amendment, the City Council extend the current Agreement to June 30, 2010, effective upon City Council approval. In addition, staff recommends that Section 5 – Payment, of the Agreement be amended to provide up to \$100,000 in compensation per Agreement term. This increase is necessary to provide for the upcoming traffic engineering services listed in the table below as well as other future services that may be required during fiscal year 2009/10.

Proposed Traffic Engineering Services for Fiscal Year 2009/10

Task Order No.	Description	Amount
6	On-going traffic signal monitoring	\$20,000
7	Moorpark Ave. & High St. intersection modifications	\$13,100
8	Spring Rd. Widening – striping and signing plan	\$20,000
	TOTAL	\$53,100

FISCAL IMPACT

The costs for traffic engineering services performed under the Agreement are included in the respective project budgets.

STAFF RECOMMENDATION

Authorize the City Manager to sign Amendment No. 1 to Agreement.

ATTACHMENTS:

1. Agreement No. 2008-192 with Exhibit C
2. Amendment No. 1: Agreement for Traffic Engineering Services

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF MOORPARK & HARTZOG AND
CRABILL, Inc. FOR TRAFFIC SIGNAL DESIGN AND
MAINTENANCE SERVICES**

This Agreement is made and entered into in the City of Moorpark on this 20th day of August, 2008, by and between the City of Moorpark ("City"), a public body, corporate and politic, and Hartzog & Crabill, Inc., a California corporation providing consulting services "Consultant").

WITNESSETH

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

WHEREAS, City desires to contract for such services with a private consultant for these services in a manner acceptable to the City; and

WHEREAS, Consultant is licensed and experienced in providing such services.;
and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on August 20, 2008 and shall remain and continue in effect until June 30, 2009. The City shall have the exclusive option to extend this Agreement for up to two (2) additional one-year periods. Ninety days (90) prior to the end of the initial term, the City shall advise Consultant of its intention to continue for an additional period.

2. Scope of Services

a) City hereby retains Consultant in a contractual capacity to perform traffic design and operating engineering services as set forth in Exhibit C, Proposal, attached hereto and incorporated herein. If the Proposal is modified by this Agreement, or in the event there is a conflict between the provisions of the Proposal and this Agreement, the language contained in this Agreement shall take precedence.

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

c) The maximum Not-to-Exceed amount of compensation which may be authorized by any individual Task Order shall not exceed the total price listed in Section 5a.

d) All combined Task Orders' compensation shall not exceed the total price listed in Section 5a per calendar year.

e) Consulting services required by the City will be provided on an as-needed basis with the City determining and advising Consultant as to when specific services are required to be performed or completed by Consultant.

f) All services shall be performed to the satisfaction of the City Engineer. All services shall be performed according to latest standards in the traffic design and operating engineering.

g) Consultant will, 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, and all tests, testing and analyses, calculations, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by the 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 his/her ability, experience, 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 to meet its obligations under this Agreement.

4. Responsible Individuals

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between Consultant and City shall be Trammell Hartzog, or designee.

The City Manager, or his designee, shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant. The City Manager is authorized to act on City's behalf to execute all

necessary documents which increase the scope of services or change Consultant's compensation, subject to Section 5 hereof.

5. Payment

a) For providing services as specified in this Agreement, City shall pay and Consultant shall receive as full compensation a total sum based on fees as shown in Proposal, in no event shall total compensation for the herein described work exceed \$50,000 per calendar year for all requested Task Orders.

b) In the event that additional work is required of Consultant, beyond the Scope of Work for this Agreement, Consultant may be authorized to undertake and complete such additional work only if such authorization is provided in writing, identifying the exact nature of the additional work required and a "not-to-exceed" fee to be paid by the City for such work.

c) Consultant will submit invoices at the completion of each of the tasks. Invoices shall be submitted on or about the first business day of the month, or as soon thereafter as practical, for services provided. Any expense on any invoice shall have appropriate documentation to be considered for payment. Payment shall be made within 30-days of receipt of each invoice as to all non-disputed fees or expenses. If the City disputes any of Consultant's fees it shall give written notice to Consultant within 15-days of receipt of an invoice of any disputed fees set forth on the invoice.

6. Incorporation by Reference

All exhibits herein referenced are hereby incorporated into and made a part of the Agreement.

7. Suspension or Termination of Agreement without Cause

a) 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.

b) In the event this Agreement is terminated pursuant to this Section, City shall pay to Consultant the actual value of the work performed up to the time of the termination, provided that the work performed is of value to City. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 5.

8. Default of Consultant

a) 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 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.

b) If the City Manager or his designee determines that the Consultant is in default in the performance of any terms or conditions of this Agreement, the City Manager shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service 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.

9. Indemnification for Professional Liability

Consultant agrees to indemnify, protect, defend, and hold harmless the City, and any and all of its officials, employees, and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants in the performance of professional services under this Agreement.

10. Indemnification for Other than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its officials, employees 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, or are a consequence of, or are in any 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, subconsultants, or contractors and subcontractors of Consultant.

11. General Indemnification Provisions

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant, contractor, subcontractor, 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 Sections 9 and 10 of this Agreement.

12. Insurance

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit A attached to and made part of this Agreement.

13. Independent Consultant

a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

b) 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.

14. Notices

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service, 2) delivery by a reputable document delivery service, which provides a receipt showing date and time of delivery, or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

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

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

15. Assignment

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

16. Entire Agreement

This written Agreement, including all writings specifically incorporated herein by reference, shall constitute the complete Agreement between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding on the parties hereto. 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. 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 provisions. No waiver shall be binding, unless executed in writing by the party making the waiver.

17. Anti-Discrimination

In the performance of the terms of this Agreement, Consultant agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in

discrimination in employment of persons because of the age, race, color, creed, sex, sexual orientation, national origin, ancestry, religion, physical disability, medical disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in the Labor Code of the State of California Section 1735.

18. General Conditions

a) Consultant agrees not to work for any private firm located within the City limits or its Area of Interest, or for any public City where its jurisdiction includes all or part of the City without the prior written consent of the City, during the term of this Agreement. Furthermore, Consultant agrees to limit its actions related to economic interest and potential or real conflicts of interest as such as defined by applicable State law to the same standards and requirements for designated City employees.

b) City shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed by Consultant performing services hereunder for City.

c) At the time of 1) termination of this Agreement or 2) conclusion of all work, all original reports, documents, calculations, computer files, notes, and other related materials whether prepared by Consultant or its subcontractor(s) or obtained in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. Any word processing computer files provided to City shall use Microsoft Word for Windows software.

d) Nothing contained in this Agreement shall be deemed, construed or represented by City or Consultant or by any third person to create the relationship of principal or agent, or of a partnership, or of a joint venture, or of any other association of any kind or nature between City and Consultant.

e) 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, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

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

g) The captions and headings of the various Sections 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 Sections and Exhibits hereof.

h) If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will never-the-less continue in full force without being impaired or invalidated in any way.

i) No officer, employee, director or agent of the City shall participate in any decision relating to this Agreement which affects the individual personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested, or shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

19. Governing Law

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.

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.

20. Authority to Execute this Agreement

The person or persons executing this Agreement on behalf of Consultant warrants and represents that this individual has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its 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:

CONSULTANT:
Hartzog & Crabill, Inc.

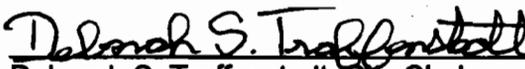


Steven Kueny
City Manager



Trammell Hartzog
President, HCI

ATTEST:



Deborah S. Traffenstedt, City Clerk



- Exhibit "A": Insurance Requirements
- Exhibit "B": Task Order
- Exhibit "C": Proposal for Professional Services

**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.

Proposal for Traffic Engineering, Analysis and Review Services: City of Moorpark, CA

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

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.

Trammell Hartzog
President / Project Manager

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.

Trammell Hartzog
President / Project Manager

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

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.

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

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

- 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



000161

**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

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

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.

000163

Michael A. Vallado
Associate Engineer

Years of Experience: 10

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

Mr. Vallado brings over ten (10) 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 Division, while the last five (5) 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) analysis reports and providing recommendations, and project management that includes the final preparation of project plans, specifications and estimates (PS&E).

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.
- ✓ Translated catalog information into Spanish for customer base in Mexico and South America.

Michael A. Vallado
Associate Engineer

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.

000165

Client#: 5592

HARTZCRAB

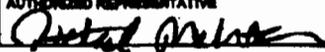
ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 08/16/07
PRODUCER Dealey, Renton & Associates P. O. Box 10550 Santa Ana, CA 92711-0550 714 427-8810	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		
INSURED Hartzog & Crabill, Inc. 275 Centennial Way, Suite 208 Tustin, CA 92780	INSURER A: Travelers Casualty & Surety Co of Amer INSURER B: The Travelers Indemnity Co of CT INSURER C: XL Specialty Insurance Co. INSURER D: Travelers Property Casualty Co of Am INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6803154L146TCT07	08/16/07	08/16/08	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Gen. Liab. policy excludes claims arising out of the performance of prof. services. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
D	AUTOMOBILE LIABILITY	BA5149L68A07GRP	08/14/07	08/14/08	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODY INJURY (Per person) \$ BODY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB7065Y565	09/01/07	09/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability Claims Made	DPR9605897	08/16/07	08/16/08	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER For Proposal Only	ADDITIONAL INSURED; INSURER LETTER: CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

000166

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

FEE PROPOSAL

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**



000167

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

FEE PROPOSAL

PROFESSIONAL FEES

It is our understanding that the City of Moorpark wishes the review of traffic analyses and conceptual site plan review to be billed on a lump sum basis and traffic engineering services on a time-and-materials basis at approved hourly rates. Lump sum costs for reviews of traffic analyses and conceptual site plan reviews will provided on a case-by-case basis for your review and approval prior to execution of services. Per your request, HCI has included a schedule of hourly rates for your review and are effective as of January 1, 2008. These rates may be adjusted after that date to compensate for increases of inflationary trends.

TRAFFIC ANALYSIS REVIEW

Our lump sum fee is based upon one initial review and comment and one re-check.

Lump sum fee - \$1,860.00

CONCEPT DESIGN REVIEW

Our lump sum fee for concept design review is \$620.00 per each concept plan submitted.

TRAFFIC ENGINEERING SERVICES

TCH
Traffic engineering services will be performed on a time and material basis per our current fee schedule included with this fee proposal.

Schedule of Hourly Rates

Classification	Hourly Rates
Expert Witness / Deposition	\$250
Litigation Consultation	\$225
Two-Person Survey Crew	\$225
Litigation Field Evaluation	\$200
Principal Consultant	\$155
Registered Land Surveyor	\$140
Senior Engineer	\$130
Storm Water Permit Compliance Engineer	\$130
Associate Engineer	\$125
Traffic Signal System Supervisor	\$125
Mural Artist	\$120
Assistant Engineer	\$115
Senior Designer	\$115
Traffic Signal Systems Specialist	\$110
Draftsperson	\$ 90
Technician	\$ 75
Word Processor	\$ 60
Clerical	\$ 50
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 \$0.67 per mile. Scheduled overtime will be performed at 125%. *This Schedule of Hourly Rates* is effective as of January 1, 2008. Rates may be adjusted after that date to compensate for increases of inflationary trends.

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MOORPARK AND HARTZOG & CRABILL, INC. FOR PROVIDING TRAFFIC
ENGINEERING SERVICES**

This Amendment to Agreement is made and entered into in the City of Moorpark on this ____ day of _____, 2009, by and between the City of Moorpark ("City"), a public body, corporate and politic, and Hartzog & Crabill, Inc., a California corporation providing consulting services ("Consultant").

WITNESSETH

WHEREAS, on August 20, 2008, the City and Consultant entered into an Agreement for providing traffic engineering services, hereto referred to as Agreement, pertaining to all things necessary to provide professional traffic engineering services within the City; and,

WHEREAS, the City has an exclusive option to extend the Agreement for up to two (2) one-year periods; and,

WHEREAS, the City and Contractor wish to document this Amendment No. 1 to the August 20, 2008 Agreement by amending the term and compensation.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree to amend the aforesaid Agreement as follows:

1. Term of Agreement

Section 1, Term, is hereby amended to extend the Agreement for providing traffic engineering services to June 30, 2010, unless sooner terminated as provided in the Agreement.

2. Compensation

Section 5, Payment, is hereby amended to reflect an adjustment in the total compensation for work performed in accordance with the Agreement to \$100,000 per Agreement term.

3. Remaining Provisions

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

Agreement for Traffic Engineering Services
Amendment No. 1
Page 2

CITY OF MOORPARK:

CONSULTANT:
Hartzog & Crabill, Inc.

Steven Kueny
City Manager

Trammell Hartzog
President, HCI

ATTEST:

Deborah S. Traffenstedt, City Clerk