

ADDED – KIMLEY-HORN

Professional Service Agreement for:

- Traffic Engineering

DESIGN PROFESSIONAL SERVICES AGREEMENT ON-CALL FOR TRAFFIC ENGINEERING

March 13, 2019

This agreement ("Agreement") is made as of [REDACTED], 2019 by and between the City of Commerce, a municipal corporation ("City") and Kimley-Horn and Associates, Inc. ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to [insert brief description of work] as set forth in the Scope of Services attached hereto as **Exhibit A**; and

WHEREAS, Consultant represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. **Company's Scope of Services.** The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.

2. **Term of Agreement.** This Agreement shall commence on April 20, 2019 (the "Commencement Date") and shall remain and continue in effect until April 19, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

3. **Compensation.**

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Consultant shall maintain appropriate and necessary documentation supporting the all invoices submitted to the City detailing the type of service provided. Such documentation shall be available for review by the City at all reasonable times upon request.

B. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses. Consultant shall only be reimbursed for those expenses which: (I) appear on Consultant's monthly invoices; (II) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (III) receipts documenting such expenses.

4. **General Terms and Conditions.** The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any

inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City of Commerce

City of Commerce
2535 Commerce Way
Commerce, CA 90040
Attn: Edgar P. Cisneros, City Administrator

Company

Kimley-Horn and Associates, Inc.
Attn: Vikas Sharma
660 South Figueroa Street, Ste. 2050
Los Angeles, CA 90017

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services and Compensation Schedule
Exhibit B – General Terms and Conditions

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

CITY

CITY OF COMMERCE

By: _____
Hugo A. Argumedo, Mayor

Date

By: _____
Edgar P. Cisneros, City Administrator

Date

CONSULTANT

Kimley-Horn and Associates, Inc.

By: (Signature) PE CA 63123
Vikas Sharma — ALISSA
PHANEUF, PE
ASSOCIATE

3/13/19
Date

ATTEST:

By: _____
Lena Shumway, City Clerk

Date

APPROVED AS TO FORM:

By: _____
Noel Tapia, City Attorney

Date

Kimley-Horn

EXHIBIT A
SCOPE OF WORK

STATEMENT OF QUALIFICATIONS FOR
TRAFFIC ENGINEERING AND
INTELLIGENT TRANSPORTATION
SYSTEMS (ITS) SERVICES

TABLE OF CONTENTS

1	Firm Qualifications.....	1
2	Project Team.....	10
3	Rates.....	15



STATEMENT OF QUALIFICATIONS FOR
**TRAFFIC ENGINEERING AND
INTELLIGENT TRANSPORTATION
SYSTEMS (ITS) SERVICES**



March 5, 2019

Maryam Babaki, Director of Public Works and Development Services
The City of Commerce
2535 Commerce Way
Commerce, CA 90040

660 S Figueroa St
Suite 2050
Los Angeles, California
90017
TEL 213 261 4040

Re: Qualifications for On-Call Traffic/Transportation & Intelligent Transportation Systems (ITS) Professional Services

Dear Maryam:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this statement of qualifications to provide On-Call Traffic/Transportation & Intelligent Transportation Systems (ITS) consulting services for the City of Commerce (City). Our firm was founded on traffic and ITS consulting services and continues to be the core services that we offer to several of our clients locally and nationwide. We already have a great working relationship with the City of Commerce and we can provide you with proven technical excellence, timely service, as well as local, statewide, and nationally proven solutions.

Availability, Responsiveness, and a Commitment to Serve You. Kimley-Horn's in-house traffic engineering expertise and resources, depth of experience with on-call engineering projects, and local knowledge and commitment are the ideal mix to meet the City's On-Call Traffic Engineering needs. We provide a variety of Traffic Engineering Services for public agencies, ranging from traffic signal timing review and modification design to traffic control plans, signing and striping, plan check services, traffic studies for complete streets and traffic calming, bicycle/pedestrian improvements, and many other types of public works projects. In each case, our staff has functioned as an extension of agency staff—providing responsive service, technical expertise, and general on-call consultation for a variety of projects.

Extensive On-Call Experience and Expertise. On-call contracts require a different approach from typical project-specific contracts. Our team provides on-call engineering services for public agencies throughout California, and we understand how to deliver responsive service to time-sensitive requests that arise out of various needs. Our team combines a diversity of in-house engineering resources, understanding of local issues, and experience in all aspects of traffic engineering to provide you with a responsive, on-call team that can meet your needs.

Local Project Team With Traffic and ITS Expertise. Your first point-of-contact and our Project Manager, **Vikas Sharma, P.E.**, has nearly 15 years of hands-on and management experience with ITS, traffic engineering design and operations, transportation planning, communication system design, and signal optimization projects. He has managed regional level projects and programs for the OCTA, SANBAG, MTC, LA Metro, and provided on-call services to several municipal agencies within greater Los Angeles area. Vikas will be supported by **Sri Chakravarthy, P.E.**. Sri has more than 15 years of traffic engineering experience, specifically related to signal timing, traffic design, planning, as well as operations of streets, intersections, and highways. Vikas will also be supported by **Jason Castillo, who has previously worked with the City on ITS projects** and has 26 years of system design, software development, ITS operations, and integration services at more than 15 unique arterial and freeway systems across the U.S. and Canada. **Alyssa Phaneuf, P.E.**, rounds up our team of experts with almost 20 years of experience in various ITS and traffic engineering and transportation planning projects, including regional ITS planning, parking, and systems engineering.

We look forward to discussing with you how we can best serve your needs. If you require more information or clarification regarding what we can bring to the table, please contact Vikas Sharma, P.E., at 213.261.4050 or Vikas.Sharma@Kimley-Horn.com

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Vikas Sharma, P.E.
Project Manager, Associate

Alyssa Phaneuf, P.E.
Associate

Alyssa Phaneuf, P.E., has the authority to legally execute agreements and amendments on behalf of Kimley-Horn

I FIRM QUALIFICATIONS

Kimley-Horn is a multi-disciplined engineering and planning firm with over 3,500 employees in 88 offices nationwide, including our five Southern California offices in Los Angeles, Orange, San Diego, Coachella Valley, and Riverside. We provide a wide range of traffic engineering, roadway design, ITS, and transportation planning consulting services to municipalities, counties, and state departments of transportation throughout California and the United States.

Our continued growth and stability over the past 52 years is the direct result of our commitment to integrity and dedication to providing quality services to our clients. Our clients receive the local knowledge and responsiveness of a small firm backed by the resources only a national firm can provide. According to *Engineering News-Record*, our firm now ranks 20th overall among the nation's top 500 design firms and top 10 Traffic and ITS consulting firms.

AREAS OF EXPERTISE

The Kimley-Horn Team has completed numerous projects with services similar to those anticipated as part of this On-Call Services contract. We have been the prime consultant for various projects involving:

- Traffic Engineering
- Traffic Signal Operations
- Traffic Signal Design and Modification
- ITS Planning, Design and Operations
- Traffic Control Plan Preparation and Review
- Traffic Studies
- Plan Checking
- Parking
- Transit
- Software/IT (KITS ATMS and Kadence Adaptive System solutions)
- Communication System Design
- Traffic Management Center (TMC) Design and Operations
- System Integration
- Transportation Simulation Modeling (macroscopic and microscopic)
- Safety
- Roadway Planning and Design
- Intersection design
- Transportation Planning and Design
- Development Review Services
- On-Site Support/Staff Augmentation Services
- Grant Writing Support Services

We have built a dedicated team of over 250 staff in our four Southern California offices focused on meeting the planning and design needs of local agencies. Over the past decade, we have demonstrated our corporate commitment to our clients on a variety of public works projects, from roadway and street improvements to utility replacement and repair, traffic calming, bicycle and pedestrian facilities, and traffic signal upgrades.

STATEMENT OF QUALIFICATIONS FOR TRAFFIC ENGINEERING AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) SERVICES



ON-CALL SPECIALISTS

The City of Commerce needs a consultant with the experience and commitment to deliver highly responsive service—Kimley-Horn has been doing just that for municipal clients since our founding 52 years ago. Kimley-Horn has an extensive history of completing as-needed, on-call projects successfully by quickly mobilizing and committing necessary resources, taking ownership of the project, maintaining the project schedule, obtaining team consensus, developing accurate construction cost estimates, and delivering quality technical submittals. The City can take advantage of our thorough understanding of the issues involved in on-call contracts from our lessons learned from on-call contracts with various cities, counties, and state DOTs.

PROVEN APPROACH TO ON-CALL CONTRACTS

On-call contracts require a different approach from project-specific contracts. Each task assigned under an on-call contract requires an individualized approach that includes the various disciplines necessary to complete the assignment.

As mentioned previously, **Vikas Sharma, P.E.**, will be the primary contact for the City, providing overall management and coordination for Kimley-Horn's on-call services. Vikas will be supported by a team of experienced engineers, as well as additional resources not only in our Orange and Los Angeles offices, but by technical experts throughout California. To assure responsiveness to the City's needs, Kimley-Horn uses a workload forecasting technique to determine staff availability, known as our "cast-aheads" process, to determine resource requirements by division, office, and region. Our division and regional managers then shift resources and workloads as needed to meet all demand-supply needs. This cast-aheads process enables us to assign ample staff and technical resources to complete each project on time and to our clients' satisfaction.

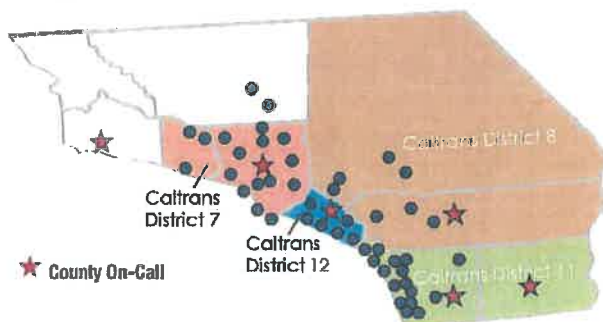
KIMLEY-HORN'S SOUTHERN CALIFORNIA ON-CALL EXPERIENCE

Caltrans On-Call Contracts

District 7 • District 8 • District 11 • District 12

City On-Call Contracts (*)

• City of Agoura Hills • City of Anaheim • City of Barstow • City of Burbank • City of Carlsbad • City of Chino • City of Corona • City of Covina • City of Culver City • City of Diamond Bar • City of Downey • City of El Centro • City of Chula Vista • City of Fontana • City of Glendale • City of Hermosa Beach • City of Huntington Beach • City of Industry • City of La Mesa • City of Lake Elsinore • City of Lancaster • City of Lemon Grove • City of Long Beach • City of Los Angeles • City of Malibu • City of Mission Viejo • City of Moreno Valley • City of Murrieta • City of National City • City of Oceanside • City of Pasadena • City of Palmdale • City of Pomona • City of Poway • City of Rosemead • City of Thousand Oaks • City of San Clemente • City of San Diego • City of San Marcos • City of Santa Ana • City of Santa Clarita • City of South El Monte • City of West Covina • Imperial County • Los Angeles County • Metropolitan Transportation System (MTS) • North County Transit District (NCTD) • Orange County Transportation Authority (OCTA) • Port of Long Beach • Riverside County • San Diego Association of Governments (SANDAG) • San Diego County • San Diego Unified Port District • Santa Barbara County Association of Governments (SBCAG) • Orange County



On Pre-Qualified List

City of San Diego
Port of San Diego
City of Poway
City of La Mesa
City of Santa Ana
City of Lemon Grove
City of Chula Vista
City of National City
City of Anaheim

City of Brentwood
City of Covina
City of Cypress
City of El Segundo
City of Irvine
City of Lake Forest
City of Long Beach
City of Moreno Valley
City of Newport Beach
RCTC Goods Movement



TRAFFIC ENGINEERING SERVICES

Traffic Engineering Services

Kimley-Horn has been an industry leader in traffic engineering, offering unparalleled expertise in traffic and transportation impacts, methodologies to monitor development-generated traffic, and financing mechanisms for transportation improvements. Kimley-Horn offers complete in-house traffic engineering services in the areas of traffic signal communication and system integration design, at-grade crossing operations and design, intersection geometric design, signing/stripping and street improvement plans, preparation of traffic impact studies, traffic calming studies, speed zoning studies, safety and operations studies, accident analysis, pedestrian safety programs, parking studies, site access and circulation studies, and general consultation in traffic engineering.



Traffic Signal Design

Signal design and construction is one of the cornerstones of Kimley-Horn's professional practice. Over the past five decades, we have developed signal systems for thousands of signalized intersections for municipalities and state DOTs nationwide. In addition to comprehensive master planning for traffic signalization, our engineers have designed numerous plans to standardize traffic control systems and provide comprehensive systems communications. Advanced traffic management projects include citywide signal system designs, transportation control centers, and innovative transit and public transportation systems. Each of our systems is designed not only to address current needs, but also to accommodate future growth and advances in technology. Kimley-Horn has participated in an extremely large number of signal system projects throughout the nation.

Members of our staff have also assisted several clients during the selection and the administration of various procurement methods, including design-build. We have been responsible for virtually every aspect of traffic systems, including PS&E packages, conceptual designs, operational feasibility, communication architecture, system design, software development, and deployment and implementation plans.

Traffic Data Collection

Our team members are skilled at using manual and advanced technology to collect traffic data. Based on the need, our team can capture field data with basic methods, or through the use of portable GPS devices that allow digital photo linking capabilities and direct importation into GIS mapping and software such as ESRI ArcGIS. We take care to obtain accurate data because it is the basis for a traffic study. Often, some data (such as accident reports or recent traffic counts) can be obtained from existing sources. However, if new data is needed, Kimley-Horn has several data collection subconsultants available that we work with regularly, and that know the criteria for data collection, documentation, and compilation.

Traffic Control Plans (TCP) Review

Reconstruction and rehabilitation projects require traffic control planning to accommodate local and regional traffic, emergency access, city and franchise utility relocations (if necessary), temporary and permanent traffic signals, access to adjacent homes and businesses, and subgrade and pavement construction. Before we begin preparing the actual TCP documents, we will meet with the project stakeholders to solicit input regarding special coordination needs. During this meeting, our Kimley-Horn team presents the proposed construction sequence plan, which includes the following:

- Travel lanes and construction areas for each phase of construction
- Temporary signing and striping, barricades, and other channelization devices



STATEMENT OF QUALIFICATIONS FOR TRAFFIC ENGINEERING AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) SERVICES

- Narrative of the sequence of work, including utility construction phasing
- Vehicle and pedestrian detour routing during construction

The traffic control plans also include typical cross sections showing lane widths, edge conditions, channelization, and proposed construction areas. Construction staging plans will be developed for both intersections and driveways. Standard staging plans will be developed for typical/similar intersection and driveway configurations. Special staging plans will be developed for non-typical intersection and driveway configurations.

Traffic Engineering

Kimley-Horn offers complete traffic engineering services in-house. Kimley-Horn has completed thousands of traffic engineering and operations projects both locally and across the United States, ranging from major area-wide signal systems involving hundreds of intersections to single intersection safety audits, designs, and analyses. Our traffic engineering staff includes experts in the areas of:

- Traffic Management Center (TMC) operations
- Signal timing plans
- Arterial coordination plans
- Signal timing evaluations (single or coordinated systems)
- Travel time and speed studies including time-space diagram reports
- Signal design
- Signal communication troubleshooting and communication upgrades
- Determination of effective signal detection options at intersections
- Traffic engineering components of Capital Improvement Projects (CIP)
- Signing/pavement marking studies and PS&E packages
- Traffic calming policies, programs, and designs
- Safety and operations studies and plans
- Traffic Impact Studies and Third-Party Reviews
- Collision analyses and testimony
- Pedestrian safety programs
- Access management
- Parking studies and layout
- Circulation studies
- Corridor studies
- Complete street reports
- General traffic engineering consultation

Traffic Signal Operations

Kimley-Horn's excellent reputation in planning, analysis, design, and implementation of traffic signal control and management systems is well-known throughout California. Locally, Kimley-Horn has been responsible for virtually every aspect of traffic signal systems, including operational feasibility, communication architecture, system design, software development, and implementation. We are able to evaluate system requirements and make appropriate recommendations in an objective manner. Within our Los Angeles office, our staff has designed systems of all types, small or large. We have also developed interconnect plans for more than 100 signal systems of all types and sizes, many of which involved multiple jurisdictions.

Plan Checking

Our plan checking services include full review of all improvement plans for conformance to City standards, as well as sound engineering design. From the preliminary task kick-off meeting, we will gain a thorough understanding of your objectives and timeline and will review all available information. We then follow a formal checklist of items necessary to complete the work efficiently. The list may include such elements as traffic plans, conditions of approval confirming compliance, etc. Having a complete submittal package and a checklist will help us complete task assignments consistently for all projects and, as a result, can lead to overall cost savings for the City. This process has also proven to significantly reduce the potential for missing component checks and creative interpretations of our clients' standards.

STATEMENT OF QUALIFICATIONS FOR TRAFFIC ENGINEERING AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) SERVICES



Parking

Kimley-Horn provides practical, hands-on operations and management experience that is focused on integrating parking with other community planning decisions. By consistently identifying and documenting industry best practices and successful strategies, Kimley-Horn staff works to align parking and transportation programs and policies with the larger strategic goals of the communities they serve. For clients across the country, Kimley-Horn has promoted an integration of parking and transportation management strategies; worked to leverage new technologies to enhance service delivery, ease of access, operational efficiency, and revenue; and improved basic parking program management frameworks and policies.

Transportation Modeling

Kimley-Horn has assisted numerous local and state agencies in developing transportation plans and programs for both short- and long-range improvements. Through our modeling capabilities, we have accomplished specialized studies at unparalleled levels of complexity. Kimley-Horn's integrated, computer-based tools allow clients to test ideas in a realistic "virtual world" before investing their time or money — resulting in immediate and unquestionable successes. Our team has significant expertise in using a variety of micro-simulation packages, including VISSIM; Synchro; Passer; and Airport Landside Planning Software (ALPS), a Kimley-Horn developed tool that integrates pedestrian and vehicular movement into a single, comprehensive model.

Staff Augmentation Services

Kimley-Horn has significant experience providing staff augmentation services for numerous municipal clients throughout Southern California. We pride ourselves on our ability to operate seamlessly as an extension of staff, working directly in the client's office and acting on behalf of the client. Our work under staff augmentation contracts have included everything from specific project assignments to the management of capital improvement programs and the delivery of projects.

Roadway/Street Design

Roadway design is a key area of Kimley-Horn's professional practice. Highway planning and design are mainstays of our firm's professional practice. Collectively, our engineers have been responsible for the planning and/or design of more than 3,500 miles of roadway across the U.S. We have provided these services for urban, rural, primary, secondary, state, and interstate roadways for clients ranging from municipalities and state departments of transportation (DOTs) to private developers. Our in-house staff is equipped to address all aspects of roadway design projects, including intersection geometrics, roadway widening and realignment, pavement rehabilitation, utility relocations, traffic control, signalizations, signing and striping, drainage, and erosion control. We have gained extensive experience in dealing with local regulatory and other agencies to secure the permits and approvals necessary for the building and upgrading of roadway facilities, particularly when complex utility and drainage design and right-of-way issues arise.

Grant Writing Support Services

Kimley-Horn has a proven track record of assisting our clients in winning grants for all types of projects. Our grant writing expertise has helped our California clients secure more than \$175 million over the past few years. Our success is based largely on the fact that we do our homework. We research and find funds through state and federal grant programs. From this, we are able to understand the deadlines, application processes, and scoring criteria associated with grant programs. We harness this knowledge in two ways. First, when designing projects, we not only set up our plans to practically meet the community's needs, but also to meet the objectives of many grant programs, essentially making every project we touch competitive for grant funding, if necessary. Second, we utilize this understanding to develop strong, persuasive applications on our clients' behalf.

STATEMENT OF QUALIFICATIONS FOR TRAFFIC ENGINEERING AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) SERVICES



ITS Planning, Design, and Operations

We also have proven experience in Intelligent Transportation System (ITS) planning, reports, design, & PS&E; Closed Circuit Television (CCTV); Dynamic Message Signs (DMS), trailblazer and speed feedback signs; Vehicle detection – video, radar, passive acoustic, loops, etc.; ITS design guidelines, plan review and technology evaluations; Comm. planning and design – fiber optics, twisted pair, leased, wireless, and infrastructure; TMC and systems planning and design; and Project administration and oversight on multi-agency coordination projects.

RELEVANT EXPERIENCE

PCH Malibu ITS Signal Systems Improvements Project, Malibu, CA

Kimley-Horn is currently working with the City of Malibu, in coordination with Caltrans District 7, to convert PCH to a "Smart" corridor by implementing cutting edge technology to ultimately improve traffic flow, reduce congestion, and improve safety. PCH (Route 1) currently experiences significant congestion due to commuters, tourists and beach-goers, travelers seeking to avoid congestion along SR-101 or I-405, and frequent collisions that cause highway closures. The City and Caltrans are seeking to deploy innovative leading-edge technology to address the unpredictable nature of traffic conditions along PCH as well as improve safety for all modes. Kimley-Horn is working to help identify potential solutions and will provide services through final design for the selected alternatives. Solutions under consideration include reviewing signal operations and phasing for various times of days and seasons; Dynamic Lane Assignment; Variable Speed limits; an on-street parking guidance system; vehicle detection system upgrades; and geometric improvements to the corridor to improve traffic flow. When complete, the project will also provide communication gap closure and traffic signal timing coordination with the Caltrans Traffic Management Center.

On-Call Traffic Engineering Services, Agoura Hills, CA

Kimley-Horn has been providing traffic and ITS staff augmentation services to the City of Agoura Hills as a part-time City Traffic Engineer for more than seven years. Kimley-Horn staff provide project management, staff augmentation, and engineering services for a variety of infrastructure and Capital Improvement Projects and city programs/services. The projects include oversight of all work typically required for the successful delivery of the following types of projects:



- Field investigations
- Street improvements/resurfacing/streetscape
- Traffic signal design and operations
- Electrical installations
- Public works maintenance projects
- Roadway widening projects
- Developmental Review

We are responsible for working with appropriate technical staff, consultants, and other City Departments in overseeing, coordinating, administering, and managing public works Capital Improvement Projects under the direction of the Director of Public Works.

STATEMENT OF QUALIFICATIONS FOR TRAFFIC ENGINEERING AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) SERVICES



On-Call Traffic Engineering Services, Malibu, CA

Kimley-Horn was selected to provide on-call traffic engineering services to the City of Malibu in 2012—due to the high quality of service provided by Kimley-Horn; the contract was later expanded to include civil engineering services. Kimley-Horn staff performs the following tasks on a regular basis:

- Review of traffic control plans, traffic impact analysis reports, safety studies and parking studies.
- Engineering and traffic surveys; and feasibility/conceptual studies and reports and recommendations for preliminary, final and construction design studies.
- Applicable subconsultant and engineering disciplines; preparation of construction plans, specifications and estimates; research of utilities and other records; collecting and analyzing traffic data; and participating in meetings with City staff associated with various development and improvement projects.

Kimley-Horn staff also assists in development of procedures, policies, record keeping, and duties as required related to overall administration of Capital Improvement Projects.

On-Call Traffic Engineering Services, Downey, CA

As part of Kimley-Horn's on-call traffic engineering contract with the City of Downey, we have worked on a wide variety of tasks, including the traffic signal design, installation of fiber optic cabling, and video detection on Paramount Boulevard from Telegraph Road to Gardendale Street. The length of this project is approximately five miles and includes 18 signalized intersections. We have also prepared the Citywide Engineering and Traffic Survey report updating speed limits for the City and conducted an ITS study to upgrade the City's Traffic Management Center.



On-Call Traffic Engineering Services, Diamond Bar, CA

Kimley-Horn is currently providing on-call traffic engineering services for the City of Diamond Bar. As part of this contract, Kimley-Horn has been responsible for completing multiple task orders as directed by the City for a variety of traffic engineering project. Responsibilities under the contract include providing development review, preparation of traffic control plans, traffic signage inventory and sign management plans, field reviews, parking review, and general traffic engineering tasks.

On-Call Traffic Engineering Services, Pasadena, CA

Kimley-Horn provided on-call traffic engineering and analysis services throughout the City of Pasadena. Services under this project have included traffic planning and impact studies, traffic and transit operation studies, capacity and level-of-service analyses, comprehensive parking studies, analyses of conceptual plan designs, and traffic control plans for construction staging.

On-Call General Engineering Services, Santa Clarita, CA

Kimley-Horn provides civil and traffic engineering services on an as-needed basis to the City of Santa Clarita. Assignments have included review of site developments, intersection design, preparation of signal timing plans and signal coordination plans, technical review of development plans, as well as preparation of traffic impact studies, traffic signal design, bike lane design, and other engineering services.

STATEMENT OF QUALIFICATIONS FOR TRAFFIC ENGINEERING AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) SERVICES



On-Call Traffic Engineering Services, Thousand Oaks, CA

Kimley-Horn provides on-call traffic engineering services for the City of Thousand Oaks, including the preparation and peer review of Traffic Impact Studies and Parking Reports. We have also worked with City staff on bicycle lane feasibility projects and traffic signal design projects.

Procurement and Implementation Plan for Adaptive Traffic Control System (ATCS), Diamond Bar, CA

Kimley-Horn is developing a procurement and implementation plan for an adaptive traffic control system (ATCS) along three major corridors, which include 48 traffic signals within the City. These arterials have two travel lanes with a raised median and two-way left-turn lanes, posted speed limits of 45 mph, pedestrian activity areas and on-street parking, and experience heavy directional traffic. The objective of the ATCS is to locally monitor and manage traffic in real-time along each project corridor to improve traffic flow, reduce queuing and traffic congestion, and respond to volume fluctuations resulting from incidents or congestion along SR 57 and SR 60. Kimley-Horn is responsible for managing data collection, preparing a needs assessment, evaluating an off-the-shelf available ATCS system, designing and integrating the procured system, and conducting a performance evaluation. Kimley-Horn has already completed an evaluation of ATCS systems for the City and made initial recommendations on the type of system that would meet the City's Infrastructure needs and goals of mitigating excessive queuing and side street delays. The project includes working with the selected vendor to implement the system, monitoring the construction costs, evaluating the training provided by the selected vendor, and assisting as necessary.

Other traffic/ITS projects we have completed in the LA area, for example, are the Newport Avenue Fiber Optic and CCTV Design project; Rancho Cucamonga's Flashing Yellow Arrow Design Project, that I am currently managing; signage; and inventory projects for Diamond Bar, Agoura Hills, and Malibu; as well as engineering and traffic surveys for Agoura Hills and Malibu.

OCTA On-Call Traffic Engineering Services, Orange County, CA

Kimley-Horn has been providing services to OCTA through an on-call traffic engineering services contract since 2008. The program involves Traffic Signal Synchronization Program implementation throughout Orange County and includes multijurisdictional signal timing services to improve travel times and reduce delays. Over the past 10 years, Kimley-Horn has designed and implemented signal synchronization and advanced communication systems and ITS elements along multiple corridors within Orange County, and has been responsible for the retiming and synchronization of more than 250 signals. These major corridors include:

- Brookhurst Street TSSP and ITS Improvements Project
- Crown Valley Parkway TSSP Project
- Lake Forest Drive TSSP Project
- Avenue North TSSP and Communications Design Project
- Chapman Avenue TSSP and ITS Upgrades Project
- El Toro Road TSSP Project



STATEMENT OF QUALIFICATIONS FOR
**TRAFFIC ENGINEERING AND
INTELLIGENT TRANSPORTATION
SYSTEMS (ITS) SERVICES**



REFERENCES

We encourage you to contact the following references with regard to the performance of Kimley-Horn and our key team members in providing on-call traffic engineering services.

Orange County Transportation Authority (OCTA)

Ron Keith, Project Manager

(714) 560-5990

rkeith@octa.net

City of Malibu

Rob Duboux, Assistant Public Works Director

(818) 226-6575

rduboux@malibucity.org

City of Agoura Hills

Ramiro Adeva, Director of Public Works

(818) 597-7322

radeva@ci.agoura-hills.ca.us

City of Diamond Bar

Christian Malpica, Associate Engineer

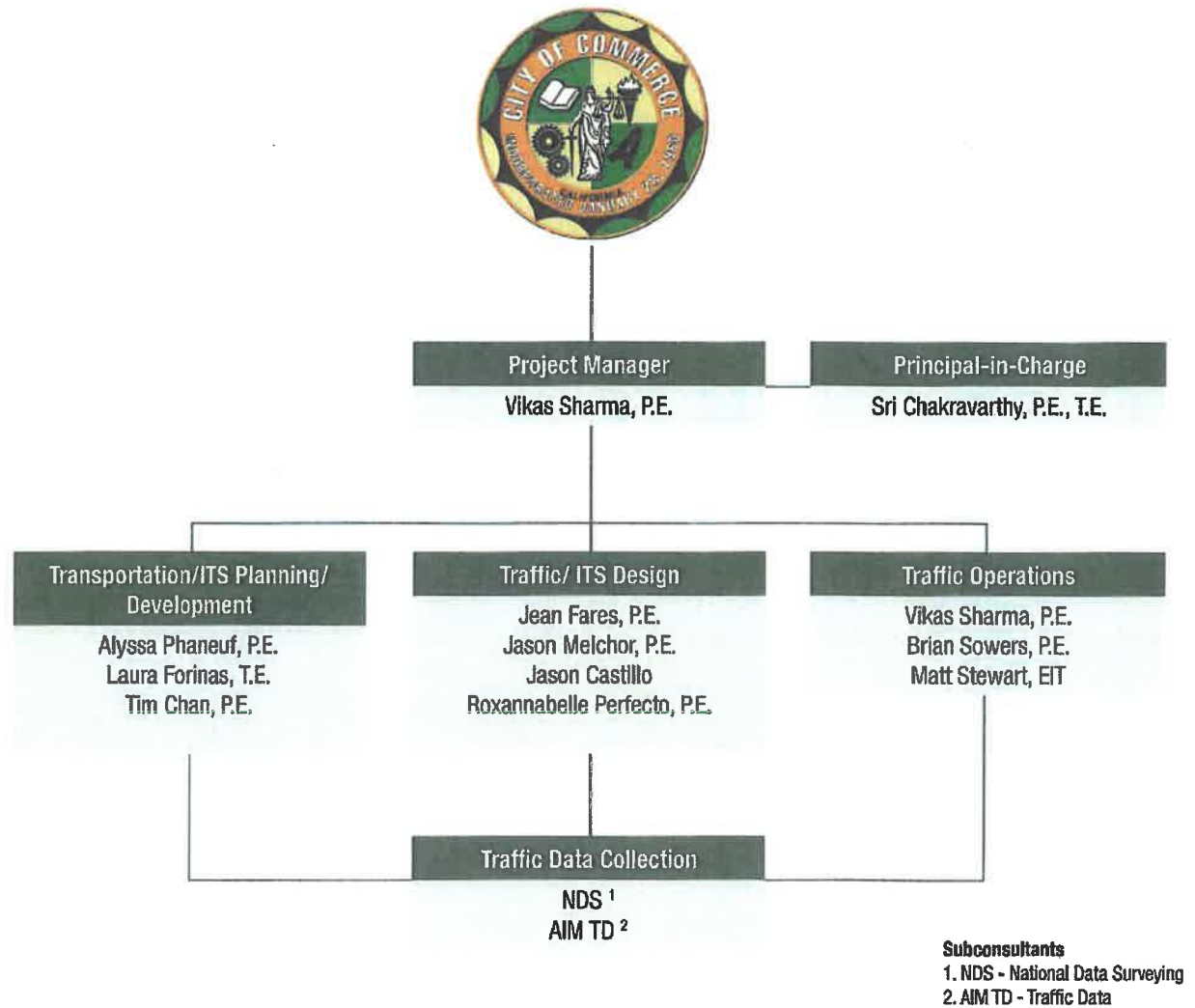
(909) 839-7042

c.malpica@diamondbarca.gov

STATEMENT OF QUALIFICATIONS FOR
**TRAFFIC ENGINEERING AND
 INTELLIGENT TRANSPORTATION
 SYSTEMS (ITS) SERVICES**



2 PROJECT TEAM



STATEMENT OF QUALIFICATIONS FOR TRAFFIC ENGINEERING AND INTELLIGENT TRANSPORTATION SYSTEMS (ITS) SERVICES



Professional Credentials

- Master of Science, Civil Engineering, Pennsylvania State University
- Bachelor of Engineering, Civil Engineering, Thapar University
- Professional Engineer (Traffic) in California #TR2689
- Part-time faculty at California State University
- Instructor for VISSIM microsimulation training program
- President for Orange County Traffic Engineering Council (OCTEC)

Vikas Sharma, P.E.

Project Manager

Vikas has 15 years of progressive experience in providing traffic engineering and ITS services to a variety of municipal clients within Greater Los Angeles area. His expertise includes traffic signal systems design and operations, ITS design and operations, Traffic microsimulation and modeling, communications design, systems integration and software. Vikas has also managed large regional level programs such as OCTA RTSSP Program, SANBAG Tiers 3 & 4 project and MTC PASS program in the Bay Area. In addition to traffic ITS projects, Vikas has managed pedestrian and bicycle planning studies, roundabout analysis, parking studies, accident modeling and traffic impact analysis. He is proficient in software packages including Synchro 10.0, VISSIM 9.0, Traffix, SIDRA, Tru-Traffic TS/PP 10.0, Lindep, AutoCAD and HCS. Vikas also provides traffic operations and modelling training to Kimley-Horn staff and public agency clients for operational analysis, primarily for Synchro 10 and VISSIM 9 software packages.

Relevant Experience

- **Diamond Bar ATCS Project, Diamond Bar, CA** – Project Manager
- **On-Call Traffic Engineering Services, Diamond Bar, CA** – Project Manager
- **Flashing Yellow Arrow Design and Operations Project, Rancho Cucamonga, CA** – Project Manager
- **On-Call Traffic Engineering Services, City of Agoura Hills, CA** – Traffic Engineer
- **On-Call Traffic Engineering Services, City of Malibu, CA** – Traffic Engineer
- **Bicycle and Pedestrian Planning Project, County of Los Angeles Department of Public Health, Los Angeles, CA** – Traffic Engineering Lead
- **Newport Fiber Optic and CCTV Design Project, County of Orange, CA** – Project Manager
- **Laguna Canyon Road Traffic Engineering Assessment, Orange County, CA** – Project Manager
- **OCTA Chapman Avenue Signal Synchronization, Orange, CA** – Project Engineer/Deputy PM
- **OCTA Newport Avenue North Traffic Signal Synchronization Program (TSSP)** – Deputy Project Manager
- **Evaluation of Traffic Signal Operations for Foothill Boulevard and Angeles Crest Highway, La Cañada Flintridge, CA** – Deputy Project Manager
- **Citywide Signal Retiming Project, San Jose, CA** – Lead traffic Engineer
- **On-Call Traffic Engineering Services, Covina, CA** – Project Manager
- **OCTA, Crown Valley Parkway Traffic Signal Synchronization Project (TSSP), Orange County, CA** – Deputy Project Manager
- **Lake Forest Drive Traffic Signal Synchronization Project (TSSP), Orange County, CA** – Project Deputy Project Manager
- **Brookhurst Street Corridor, Traffic Light Synchronization Program (TLSP), Orange County, CA** – Project Engineer
- **MTC Program for Arterial System Synchronization (PASS) 2014/15 Cycle, Bay Area, CA** – Deputy Project Manager
- **MTC PASS 2012/13, 2012 Expressways Traffic Responsive Signal Timing Project, Santa Clara County, CA** – Project Engineer

STATEMENT OF QUALIFICATIONS FOR
**TRAFFIC ENGINEERING AND
INTELLIGENT TRANSPORTATION
SYSTEMS (ITS) SERVICES**



Professional Credentials

- Master of Science, Civil Engineering, Louisiana State University
- Bachelor of Science, Civil Engineering, Kakatiya University, India
- Professional Engineer (Civil #73629 and Traffic #2531) in California

Sri Chakravarthy, P.E., T.E.

Principal-in-Charge

Sri has more than 15 years of traffic operations and transportation engineering experience. Since beginning his career with Los Angeles County prior to joining Kimley-Horn, Sri has participated in a wide variety of traffic signal synchronization, ITS operations projects, and on-call traffic engineering services. His project management experience includes traffic signal operations, traffic signal design, traffic impact studies, corridor planning, signal justification studies, site-specific traffic circulation and safety studies. His key areas of expertise include traffic signal timing, signal design, ITS, transportation modeling, grant applications, and statistical analysis.

Relevant Experience

- **OCTA Chapman Avenue Signal Synchronization, Orange, CA** – Project Manager
- **OCTA Newport Avenue North TSSP, Orange County, CA** – Project Manager
- **OCTA Crown Valley Parkway TSSP, Orange County, CA** – Project Manager
- **OCTA Lake Forest Drive Traffic Signal Synchronization Project (TSSP), Orange County, CA** – Project Manager
- **OCTA Brookhurst Street Corridor, Traffic Light Synchronization Program (TLSP), Orange County, CA** – Project Engineer
- **Agoura Hills Engineering and Traffic Survey, Agoura Hills, CA** – Project Manager
- **On-Call Traffic Engineering Services, Agoura Hills, CA** – Project Manager
- **Northwest Quadrant Synchronization Project, Santa Clarita, CA** – Project Manager
- **Nogales Street Traffic Signal Synchronization Project, Los Angeles County, CA** – Project Manager
- **Marine Avenue Traffic Signal Synchronization Project, Los Angeles County, CA** – Project Manager
- **Traffic Signal System Design Select List, Los Angeles County, CA** – Project Engineer
- **Traffic Engineering Services - Engineering and Traffic Survey, Santa Monica, CA** – Project Engineer
- **Evaluation of Traffic Signal Operations for Foothill Boulevard and Angeles Crest Highway, La Cañada Flintridge, CA** – Project Engineer
- **Santa Clarita ITS Phase II, IIA, and III, Santa Clarita, CA** – Deputy Project Manager, Signal Timing Lead
- **Kanan Road and Agoura Road Traffic Signal Modification, Agoura Hills, CA** – Project Manager
- **Engineering and Traffic Survey, La Cañada Flintridge, CA** – Project Manager
- **Ocean Park Blvd. Complete Green Streets Project, Santa Monica, CA** – Project Engineer
- **Glenoaks Boulevard Traffic Signal Modification, Glendale, CA** – QC/QA Reviewer
- **U.S. 101/23 Interchange PS&E, Thousand Oaks, CA** – Project Manager
- **On-Call Traffic and Civil Engineering Services, City of Industry, CA** – Project Engineer
- **Huntington Beach, Parking/Traffic Consulting Services to Amend the Downtown Parking Master Plan, Huntington Beach, CA** – Project Engineer
- **Engineering and Traffic Survey Services, Arcadia, CA** – Project Manager

STATEMENT OF QUALIFICATIONS FOR
**TRAFFIC ENGINEERING AND
INTELLIGENT TRANSPORTATION
SYSTEMS (ITS) SERVICES**



Professional Credentials

- Master of Science, Civil Engineering – Transportation, Georgia Institute of Technology
- Master of City and Regional Planning, Georgia Institute of Technology
- Bachelor of Science, Civil and Environmental Engineering, University of California, Berkeley
- Professional Civil Engineer in California, #63123

Alyssa Phaneuf, P.E.

Transportation/ITS Planning/Development

Alyssa has almost 20 years of experience in various ITS and traffic engineering projects and transportation planning projects, including regional ITS planning and systems engineering. She has experience on a wide variety of ITS projects including the planning and implementation of advanced traffic signals systems, transit signal priority, transit AVL, changeable message design, and parking guidance projects. She has developed and taught a training course for Systems Engineering for ITS projects sponsored by Caltrans and FHWA. She has developed numerous SEMP's and Concept of Operations for cities throughout California for ITS projects with a wide range of complexity.

Relevant Experience

- **Real-Time Beach Parking Project and DMS, Santa Monica, CA** – Project Engineer
- **Real Time Parking Information System (formerly known as Design, Implementation, and Integration of a DMS), Culver City, CA** – Project Manager
- **Pasadena SAFETEA-LU - Parking Guidance and Information Systems Integrator, Manager, and Design (TMC), Pasadena, CA** – Project Engineer
- **Transit Priority System Phase 2/ATMS Phase 3, Santa Monica, CA** – Project Engineer
- **Downtown Parking Technology Implementation, San Mateo, CA** – Project Engineer
- **SVRTA Parking Technology (PARCS) Phase 2, San Jose, CA** – Project Engineer
- **Pacific Coast Highway (PCH) Signal System Improvements Project, Malibu, CA** – Project Engineer
- **City of Anaheim Traffic Management Center (TMC), Anaheim, CA** – Project Engineer
- **Downey Traffic Management Center (TMC) Assessment, Downey, CA** – Project Engineer
- **Citywide Traffic Signal Equipment and Infrastructure Assessment Study, Rancho Mirage, CA** – Project Engineer
- **City of Visalia, Design Services for Traffic Management Center Project, Visalia, CA** – Project Engineer
- **California ITS Architecture and System Plan, Statewide, CA** – Project Engineer
- **City of San Mateo, Downtown Parking Technology Implementation, San Mateo, CA** – Project Engineer
- **OCTA, Brookhurst Street TLSP, Orange County, CA** – Project Engineer
- **California ITS Architecture and System Plan, Statewide, CA** – Project Engineer
- **Caltrans District 7, Historic Arroyo Seco Parkway Strategic Program (CMAS), Los Angeles, CA** – Project Engineer
- **Caltrans, Connected Corridors Program and Corridor System Management/Operations Pilot Project, Statewide, CA** – Project Manager



Professional Credentials

- Bachelor of Science,
Systems Engineering,
University of Arizona

Jason Castillo

Traffic/ITS Design

Jason has 26 years of combined project management experience and software development experience using languages such as C/C++, Visual Basic, Delphi, and HTML with special emphasis on C++ object-oriented design. Jason's select project experience includes the Tallahassee ATMS in Tallahassee, Florida; Center City Signal Improvement Project in Philadelphia, Pennsylvania; Freeway and Arterial System of Transportation (FAST) in Las Vegas, Nevada; and Los Angeles County KITS and Beverly Hills KITS in California. His development experience with operating systems includes all versions of Windows, Macintosh, UNIX and VAX / VMS. In addition, Jason has four years of database application design experience with Oracle, SQL Server, Access, Paradox and Interbase; and six years of experience designing and managing software development for Motorola radio and cell networks. He also has six years of experience designing and developing object-oriented client / server software in C++ for advanced arterial and freeway management systems.

Relevant Experience

- **City of Commerce KITS (ATMS), City of Commerce, CA** – Project Manager
- **Los Angeles County KITS, Los Angeles County, CA** – Project Manager
- **Traffic Control System (KITS), Culver City, CA** – Project Manager
- **City of San Dimas, KITS, San Dimas, CA** – Project Manager
- **Claremont KITS, Claremont, CA** – Project Manager
- **Transportation Management Center Software (KITS), Moreno Valley, CA** – Project Manager
- **MTC, Bay Area Regional Communications Infrastructure Plan 2015, San Francisco Bay Area, CA** – Analyst
- **NDOT I-15 ATM System Implementation, Las Vegas, NV** – Systems Engineer
- **AZTech Center-to-Center (C2C) System Program, Phoenix, AZ** – Systems Engineer
- **MCDOT Advanced Traffic Management System (ATMS), Phoenix, AZ** – Project Engineer
- **City of Glendale KITS, Glendale, AZ** – Project Manager
- **Town of Queen Creek Signal System, Queen Creek, AZ** – Project Engineer
- **Austin Advanced Traffic Management System (ATMS) (KITS), Austin, TX** – Project Manager
- **Traffic Management Center Operations Enhancement Project, Austin, TX** – Team Member
- **Connected Traveler Application for Cost-effective Bicycle Detection at Traffic Signals, Austin, TX** – Project Manager
- **City of Dallas KITS, Dallas, TX** – Project Engineer
- **City of San Antonio, KITS, San Antonio, TX** – Project Manager
- **Vehicular Wayfinding System (Parking Guidance System), Charlotte, NC** – Team Member
- **Center City Signal Improvement Project (KITS), Philadelphia, PA** – Systems Engineer

**STATEMENT OF QUALIFICATIONS FOR
TRAFFIC ENGINEERING AND
INTELLIGENT TRANSPORTATION
SYSTEMS (ITS) SERVICES**



3 RATES

HOURLY LABOR RATE SCHEDULE

Classification	Rate
Analyst	\$120 - \$135
Professional	\$165 - \$185
Senior Professional	\$200 - \$245
Support Staff	\$75 - \$105
Technical Support	\$90 - \$115

Effective through June 30, 2019.

Subject to annual adjustment thereafter.

Reimbursable expenses will be charged at 10% mark-up.

Subconsultants will be billed at 5% mark-up.

EXHIBIT B
GENERAL TERMS AND CONDITIONS

1. Status as Independent Contractor.

A. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City of Commerce or otherwise act on behalf of Commerce as an agent. Neither the City of Commerce nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City of Commerce.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interests asserted against City by reason of the independent Consultant relationship created by this Agreement. In the event that City is audited by any Federal or State agency regarding the independent status of Consultant and the audit in any way fails to sustain the validity of a wholly independent Consultant relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

D. Consultant represents to the City, and City relies on Consultant's representations, that Consultant shall serve solely in the capacity of an independent contractor to the City. Neither the City nor any of its agents will have control over the conduct of Consultant or any of Consultant's employees, except as otherwise set forth in the Agreement. Consultant may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Consultant's agents or employees, including the Affordable Care Act coverage requirements. Consultant is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act with respect to Consultant's agents and employees. Consultant warrants and represents that the City will not be responsible and will not be held liable for issues related to Consultant's status as an independent contractor, including Consultant's failure to comply with Consultant's duties, obligations, and responsibilities under the Affordable Care Act. Consultant further agrees to defend, indemnify, and hold the City harmless

for any and all taxes, claims, and penalties against the City related to Consultant's obligations under the Affordable Care Act.

2. Standard of Performance

Consultant shall perform all work using the degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time services are provided. No additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**.

3. Indemnification.

A. To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator. In the event any loss, liability or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, the parties agree to mediation with a third party neutral to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

B. Notwithstanding the foregoing and without diminishing any rights of City under Section 3(a), for any liability, claim, demand, allegation against City arising out of, related to, or pertaining to any act or omission of Consultant, but which is not a design professional service, Consultant shall defend, indemnify, and hold harmless City, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of City, except for the sole or active negligence of, or willful misconduct of City. If it is determined the City's negligence or willful misconduct contributed to the liability or damage, Consultant shall be required to provide indemnification to the City and reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

C. It is understood that the duty of Consultant to indemnify and hold harmless is subject to and includes the duty to defend as set forth in Section 2782.8 of the California Civil Code as further addressed in Section 3(a) above. Acceptance by the City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless

clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnities pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(I) Consultant shall maintain Commercial General Liability Insurance with coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. 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. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(II) Consultant shall maintain Business Auto Coverage on ISO Business Auto Coverage Form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(III) Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with 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 for all covered losses;

(IV) Consultant shall maintain Professional Liability or Errors and Omissions Insurance that covers the services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain

continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to CITY via certified mail, return receipt requested, addressed to "Director of Human Resources & Risk Management," City of Commerce, 2535 Commerce Way, Commerce, California, 90040. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (I) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (II) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost. City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant's and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

5. Release of Information/Confidentiality.

A. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant

or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Administrator, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. Consultant's covenant under this section shall survive the termination of this Agreement.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response

6. Ownership of Work Product.

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the 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 the City or its 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 the City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension 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.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant's covenants under this section shall survive the termination of this Agreement.

8. Termination. Notwithstanding any other provision, this Agreement may be duly terminated at any time by the City at its sole discretion with or without cause by serving upon the consultant at least ten (10) days prior written notice ("Notice of Termination"). Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the written Notice of Termination. Consultant agrees that in the event of such termination, Consultant must refund the City its prorated share, except for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written Notice of Termination, Consultant shall discontinue performing services, preserve the product of the services and upon payment for services, turn over to City the product of the services in accordance with written instructions of City.

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

9. Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing

services on City's premises.

10. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

11. Assignment. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without the prior written consent of City, and any attempt by Consultant to assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

12. Performance Evaluation. For any Agreement in effect for twelve months or longer, the City Administrator may require a written annual administrative performance evaluation within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

13. Compliance with Laws. Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes 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. Consultant shall at all times comply with such laws, ordinances, codes and regulations. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

14. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

15. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

16. Attorney's Fees. In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and Consultant.

17. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant regular business hours or by facsimile before or during Consultant regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

18. Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. However, the Parties may agree to submit any dispute to non-binding arbitration.

19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

20. Severability. If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which

expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the Mayor and attested by the City Clerk.

22. **Authority.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

4850-8686-0922, v. 1