

**CONTRACT FOR PROFESSIONAL SERVICES TO PROVIDE ON-CALL TRAFFIC
ENGINEERING SERVICES
BETWEEN THE CITY OF HERMOSA BEACH AND HARTZOG & CRABILL, INC.**

This AGREEMENT is entered into this 9th day of June, 2015, by and between the CITY OF CITY OF HERMOSA BEACH, a general law city a municipal corporation ("CITY") and HARTZOG & CRABILL, INC., a limited liability company ("CONSULTANT").

RECITALS

- A. The City desires to obtain on-call traffic engineering services.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT a total not to exceed of \$150,000, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, 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 necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit B."

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Jerald J. Stock. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall be valid for 3 years and shall expire on June 9, 2018, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by

the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the

CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations.”

2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY’s option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the Consultant (as the

named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

20. CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254	Hartzog & Crabill, Inc. 17852 E. 17 th Street, Ste. 101 Tustin, CA 92780
ATTN: Andrew Brozyna/Public Works Director	ATTN: Trammel Hartzog / President

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment

with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

35. DISCLOSURE REQUIRED.

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

CONSULTANT

MAYOR

By:

HARTZOG & CRABILL, Inc.

ATTEST:

Elaine Doerfling, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Michael Jenkins , City Attorney

**PROPOSAL
TO PROVIDE PROFESSIONAL
TRAFFIC ENGINEERING SERVICES**

Prepared for:

**CITY OF HERMOSA BEACH
Public Works Department
1315 Valley Drive
Hermosa Beach, CA 90254**

Attention: Mr. Eric Charlonne, Construction Manager

May 5, 2015

Presented by:

**HARTZOG & CRABILL, INC.
17772 E. 17th Street, Suite 101
Tustin, CA 92780
(714) 731-9455**



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Attachments:

HCI Certificate of Insurance (*for Proposal Review*)

HCI Team Resumes (2)

Separate Envelope:

Actual Fee Proposal

As specified in the City's Request for Proposal (RFP), HCI has incorporated the order format below to facilitate review of our proposal. Section A is comprised of the preceding cover letter.

B. BACKGROUND AND PROJECT SUMMARY SECTION:

Project Understanding

HCI understands the City is requesting proposals from qualified engineering firms to provide traffic engineering services. We also understand the term of a new agreement for these services shall end three (3) years after award with the option to extend the end date of the contract an additional two (2) years.

HCI understands that the City will issue Requests for Services for particular tasks, and no work shall be performed until the City approves the specific Requests for Services. The City will provide the firm with a 24-hour notice of need for required services, and the firm shall respond within a reasonable amount of time with confirmation to perform requested services.

The firm shall also provide all required personnel, materials, and equipment required to provide the services, as well as prepare separate invoices for each specific project authorized by the City. The basis of compensation shall be for actual time performing said duties and tasks at the rates specified and travel time to and from the project site, with travel time not exceeding one hour per day per firm representative.

Work To Be Completed

Per the City's RFP, the proposed scope of services includes the following:

- 1) Provide technical staff for City Council, City staff and commissions at the request of the Public Works Director.
- 2) Represent City at regional organization meeting at the request of the Public Works Director.
- 3) Respond to citizen input – "Questions, Complaints, Suggestions".
- 4) Attend meetings of Council, Commission and staff at the request of the Public Works Director.
- 5) Prepare reports covering investigations of requests for traffic control devices, installation and/or modifications such as traffic signals, stop signs, parking regulations, speed zones, channelization, crosswalks, etc.

B. BACKGROUND AND PROJECT SUMMARY SECTION: (continued)

- 6) Provide traffic engineering review for proposed City projects, development projects and special City events.
- 7) Identify, review and develop recommendations for corrective measures for neighborhood streets experiencing unacceptably high volumes of traffic.
- 8) Provide transportation planning services.

Objectives

During our (22) years of operation, HCI staff have successfully provided these same types of traffic engineering services to numerous Southern California city agencies, where we have continued to build on their foundation for a viable, responsive traffic engineering function. Our service to our client agencies over these past years also affords us knowledge of client expectations and work products required. We look forward to working with City staff and sharing our experience and expertise with the common goal of ever-improving traffic safety and efficiency in the City of Hermosa Beach.

C. METHODOLOGY SECTION:

If selected to continue providing traffic engineering services to the City of Hermosa Beach, our methodology and procedures that the HCI team proposes to follow are predicated on our experience in providing similar services to our many diverse client cities. However, we do recognize that the City of Hermosa Beach may have unique conditions or circumstances dictating a different approach in addressing and resolving traffic, transportation, and related movement issues, and we are prepared to adjust our program and procedures as necessary to meet City staff's needs.

As mentioned in our Typical Services (Qualifications section), as well as in the following description of services, HCI does possess the expertise, experience, and familiarity in successfully providing the requested traffic engineering consulting services, including working with various agencies such as Metro, Los Angeles County, and Caltrans District 7. HCI provides these and all types of traffic engineering services, including traffic signal timing, warrant analyses, training, construction observation services, city representation, and other related duties in a comprehensive and timely manner. We have provided responses on our typical on-call traffic engineering experience and capabilities below each type of possibly requested traffic engineering consultant service that may be assigned by the City.

All of our staff assigned to serve the City of Hermosa Beach have a thorough knowledge and proficiency in the local agency municipal codes, current State (Caltrans) standard plans and specifications, Highway Design Manual, Highway Capacity Manual, California Manual on Uniform Traffic Control Devices (CA MUTCD), policies and procedures for ADA regulations, traffic signal timing, traffic engineering modeling and methodologies, County/City traffic standards and methodologies, and the State of California Vehicle Code. Our team will provide the City with all materials and labor to perform the requested traffic engineering services and conform to these standards.

In addition to our technical expertise, our staff possesses the ability to effectively communicate in oral or written form and have no difficulty speaking before groups.

Approach to City Requested Traffic Engineering Services:

If selected, our executive vice president, Mr. Jerry Stock, PE, TE, will continue serving the City of Hermosa Beach in providing recommendations and services requested on an as-needed basis by the City's principal contact. Mr. Stock will ensure that consistent communication between the City of Hermosa Beach and HCI occurs regularly. Mr. Stock may be designated as the Project Manager in terms of contractual terms and conditions.

C. METHODOLOGY SECTION: (continued)

Under the direction of the City's principal contact, or other approved staff member, at a minimum HCI will be ready to provide on-call traffic engineering consulting services to address the following areas within the City of Hermosa Beach Public Works Department:

1) Provide technical staff for City Council, City staff and commissions at the request of the Public Works Director.

HCI staff will attend City staff, City Council, and Planning Commission meetings, as well as any other extraordinary meetings or events, as needed and requested by City.

HCI is also capable and familiar with preparing all types of traffic-related materials, exhibits, and information for the City's use at various staff and public meetings. HCI staff will remain available to provide such materials upon the City's request.

2) Represent City at regional organization meetings at the request of the Public Works Director.

Since our client base are primarily municipalities, we have extensive experience working with City staff, regional and county agencies, as well as other city consultants in providing the support necessary to represent our clients and ensure that transportation planning and traffic services required by the City are met.

Through our successful work in other communities, HCI already has many regional organization relationships firmly established. HCI staff has been able to quickly contact the correct person for project development, along with other similar individuals at Caltrans District 7, as well as Metro and the County of Los Angeles, in order to resolve traffic-related matters that affect our client cities.

These associations also afford HCI the opportunity to learn and share new technologies, products and procedures with our client cities.

C. METHODOLOGY SECTION: (continued)

3) Respond to citizen input – “Questions, Complaints, Suggestions”.

HCI has the capability and range of expertise to respond to and provide technical advice on any traffic or transportation-related issue or facility to the City of Hermosa Beach and its citizens. A tenet of HCI is our belief that we serve as an extension of City staff and consider ourselves as associates in the well-being of the City. Additionally, our staff has had the opportunity to work with many public and private schools in Los Angeles and Orange County over the past several years.

Our staff has also worked closely with Police Services and elected officials on traffic-related issues. HCI's collective experience and expertise in all aspects of traffic and transportation engineering allows our staff to provide advice and recommendations to our client cities on virtually any traffic issue. HCI can provide technical advice on traffic signal facilities, accident rates, new developments, and maintenance of traffic facilities. HCI staff will complete the requested services in a thorough, efficient, and polite manner, on time and within the approved fee schedule. If a new or unique situation arises, HCI staff does not hesitate in performing the research necessary to determine an appropriate action or recommendation.

4) Attend meetings of Council, Commission and staff at the request of the Public Works Director.

As mentioned, HCI staff will attend City staff, City Council, and Planning Commission meetings, and any other extraordinary meetings or events, as needed and requested by City.

5) Prepare reports covering investigations of requests for traffic control devices, installation and/or modifications such as traffic signals, stop signs, parking regulations, speed zones, channelization, crosswalks, etc.

Our staff prepares numerous amounts of traffic operations and warrant analysis reports every year for various city agencies, such as operational level-of-service (LOS) studies, traffic signal warrants, left-turn phasing warrants, queuing analyses, multiway stop warrants, flashing beacon warrants, traffic calming studies, engineering and traffic surveys for speed limits, etc. HCI staff has obtained and analyzed data, prepared exhibits, and developed reports for literally hundreds of traffic studies. Sample reports can be forwarded upon request.

C. METHODOLOGY SECTION: (continued)

6) Provide traffic engineering review for proposed City projects, development projects and special City events.

HCI will review, plan-check, and make recommendations on all traffic plans and reports, and provide input relating to traffic issues on planning and development applications. Our staff has extensive experience in reviewing and analyzing all types of City and developer-related plans, as well as assimilating the findings and recommendations into easily understood summations. Our experience and expertise also allows quick and complete site plan review for all types of civil and traffic engineering applications to determine conformance to traffic, parking, access, street and pavement, subdivision requirements, meetings with developers or contractors to resolve traffic issues, with capability to present findings to City staff, City Council and/or Planning Commission. It is noted that many development-related services such as the review of street improvement or traffic signal plans are project specific and are treated as recoverable project costs.

HCI will review all proposed improvements for conformance to the City's Traffic Standards. HCI has the expertise to review all proposed improvements, development, site, and traffic management plans (traffic control plans) for conformance to the City's standards, from both a traffic engineering and civil engineering perspective.

Upon request, HCI staff will render and remit a typed plan-check correction/clarification list (2 copies) to the Public Works Department within (10) working days from notification by the City for a typical development project.

7) Identify, review and develop recommendations for corrective measures for neighborhood streets experiencing unacceptably high volumes of traffic.

As mentioned, HCI has been and will continue to review, identify, and develop recommendations for corrective measures on neighborhood street issues. Our staff has extensive experience in reviewing and analyzing all types of City issues. Our experience and expertise allows quick and complete review for all types of neighborhood street applications to determine volumes of traffic, parking, access, pavement, subdivision requirements, and meetings to resolve traffic issues, along with capability to present findings to City staff, City Council and/or Planning Commission.

C. METHODOLOGY SECTION: (continued)

8) Provide transportation planning services.

In terms of transportation planning, HCI can assist the City in developing a prioritized list of traffic improvement projects for inclusion into the City's Capital Improvement Program (CIP) and incorporate into existing project lists.

HCI has also worked with many of our client cities in identifying and developing long and short-range CIP projects consistent with the economic capabilities of the City. A fundamental goal of HCI in developing CIP projects is to provide City staff with that data necessary to make vital and meaningful decisions at critical stages of the project's development, in order to provide viable, achievable options. Consistently reaching this goal assists with resolving issues and problems associated with each project.

Possible traffic engineering candidate projects the City of Hermosa Beach may desire to consider, or expand on, include the following:

- a.) Video surveillance of other major intersections or street segments.
- b.) Identification and analysis of potential critical intersections, improvement alternatives, and funding opportunities.
- c.) An updated Signal Construction or Modification Priority List, including long-term maintenance and equipment needs.
- d.) Implementation of citywide emergency vehicle preemption (EVP) systems.
- e.) Changeable message signs.
- f.) Countdown pedestrian signal indications.

Additionally, HCI can assist the City with preparation of the City's Annual Reports. Each year, HCI has assisted several cities with the preparation of their Annual Report to the South Coast Air Quality Management District (AQMD). As a result, HCI is very familiar with the requirements for this report preparation. Based on the types of programs implemented by the City to reduce air emissions, the Annual Report may require a series complex calculations and procedures to measure the effectiveness of the City's programs to reduce air emissions.

C. METHODOLOGY SECTION: (continued)

Similarly, HCI provides critical intersection calculations to several of our client city agencies on a bi-annual basis for compliance with the region's Congestion Management Program (CMP) and Highway Performance Monitoring System (HPMS). In regards to the CMP, HCI typically gathers peak-hour turning movement counts for the specified intersections, and applies these traffic volumes, number of lanes for each approach leg, and timing to obtain an intersection LOS. More specifically, HCI utilizes the Intersection Capacity Utilization (ICU) or the Highway Capacity Manual (HCM) methodologies, as appropriate, to complete peak-hour intersection level-of-service (LOS) calculations. Typically, HCI uses the HCM methodology to determine LOS at traffic signalized intersections using the latest Synchro Traffic Signal software, unless the ICU methodology is specified. HCI then reviews the results, determines applicable deficiencies, and provides a recommendations report to the City for improving LOS to acceptable standards, such as additional lanes, protected left-turns, overlap phases, and signal timing.

Lastly, HCI has prepared and assisted in the preparation of numerous grant applications for our client cities. HCI has worked with City staff to identify potential improvement projects that meet the criteria of the grants. Two types of grants that are issued practically on yearly basis are the Safe Route to Schools (SRTS) grant and Highway Safety Improvement Program (HSIP) grant. HCI is very familiar with the requirements of these two grants and will remain ready to assist the City with any traffic-related grant application.

9) Other duties, as assigned by City Engineer or Public Works Manager.

Provide traffic engineering design:

HCI has extensive experience in the development of traffic engineering plans, such as new traffic signal, traffic signal modification, signal interconnect, signing and striping, and traffic control plans, as these are our firm's primary service products. For each of these types of plans, HCI includes technical provisions and engineer's estimates that complement each plan set providing complete PS&E ready for construction bidding on time and within the approved schedule. Examples of our different types of designs can be submitted for the City's review upon request.

C. METHODOLOGY SECTION: (continued)

As previously noted, HCI's collective experience and expertise in all aspects of traffic and transportation engineering allows our staff to provide recommendations to our client cities on virtually any traffic issue. Consequently, if a unique situation arises or a new duty is assigned by the City's principal contact, HCI staff will not hesitate in performing the research necessary to determine an appropriate action or recommendation. If other services are requested on a project-by-project basis, HCI will negotiate with the City and provide a pre-agreed scope of work and hours required to complete the work.

Monthly Invoicing:

HCI will provide monthly invoices to the City detailing specific project accounting of hours billed, including other direct costs, and can update the format at the City's discretion.

Traffic Count Data Collection:

In terms of data collection, HCI typically collects new traffic count data on behalf of our client cities using an outside count company. Upon receipt, we analyze the data for accuracy, and if approved, will send to the City as well as keep a copy in our office server.

Document Maintenance:

HCI will also maintain all documents, paperwork, employee time sheets, etc. pertaining to costs incurred and will keep this for at least (3) years from the date of final payment for inspection by the City.

Training:

Over the years, HCI has successfully provided certain training and periodic on-site traffic engineering services to our client agencies' traffic technicians during their initial period working in their position.

FEE PROPOSAL
TO PROVIDE PROFESSIONAL
TRAFFIC ENGINEERING SERVICES

Prepared for:

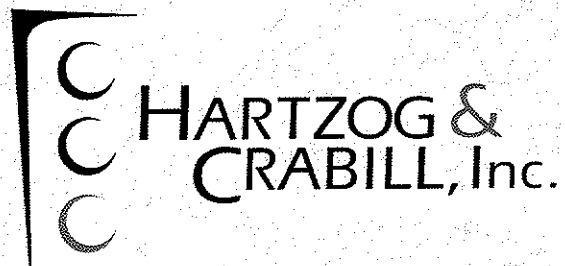
CITY OF HERMOSA BEACH
Public Works Department
1315 Valley Drive
Hermosa Beach, CA 90254

Attention: Mr. Eric Charlonne, Construction Manager

May 5, 2015

Presented by:

HARTZOG & CRABILL, INC.
17772 E. 17th Street, Suite 101
Tustin, CA 92780
(714) 731-9455



FEE SCHEDULE FOR TRAFFIC ENGINEERING SERVICES

PROFESSIONAL FEES

As specified in the City's RFP, under this separate envelope, HCI is proposing the attached Schedule of Hourly Rates for our proposed staff positions that will be performing the various on-call traffic engineering services under a new contract starting July 1, 2015.

The attached Proposal and Schedule of Hourly Rates will remain valid for a minimum period of (180) days from the date of the submittal letter. HCI understands that the fee schedule is not a bid but will be used for a cost comparison purpose only. HCI confirms that it will maintain these hourly rates during the three (3) year duration of a new contract with the City of Hermosa Beach.

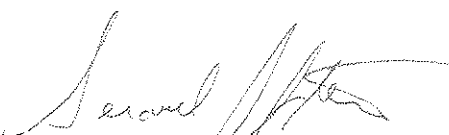
HCI also understands that future proposals for individual specific projects will be requested from the selected firm(s) that has executed an agreement for professional on-call traffic engineering services with the City.

HCI will provide all required personnel, materials, and equipment required to provide the services, as well as prepare separate invoices for each specific project authorized by the City. The basis of compensation shall be for actual time performing said duties and tasks at the rates specified and travel time to and from the project site, with travel time not exceeding one hour per day per firm representative.

All other costs such as, but not limited to, use of company vehicle; lodging; per diem; internal reproductions; telephone, telecommunications, or network costs are considered to be included in the hourly rates or in the Not-to-Exceed cost for an individual project, and not subject to reimbursement.

Respectfully,
HARTZOG & CRABILL, INC.


Trammell Hartzog
President


Gerald J. Stock, P.E., T.E.
Executive Vice President
City & Traffic Engineering Services

Schedule of Hourly Rates

Classification	Hourly Rates
Expert Witness / Deposition.....	\$260
Litigation Consultation.....	\$232
Two-Person Survey Crew.....	\$232
Litigation Field Evaluation.....	\$207
Principal Consultant.....	\$160
Project Manager.....	\$150
Registered Land Surveyor.....	\$145
Senior Engineer.....	\$135
Storm Water Permit Compliance Engineer.....	\$135
Associate Engineer.....	\$130
Construction Manager.....	\$125
Traffic Signal System Supervisor.....	\$125
Mural Artist.....	\$125
Senior Designer.....	\$120
Traffic Signal Systems Specialist.....	\$115
Assistant Engineer.....	\$110
Draftsperson.....	\$ 93
Technician.....	\$ 78
Word Processor.....	\$ 62
Clerical.....	\$ 52
* Traffic Counts (Cost, plus 10%).....	\$ *

Note: Out of pocket expenses (blueprinting, reproduction, printing and delivery service) will be invoiced at Cost. These other direct costs are included in the not-to-exceed values for the aforementioned scope of services. A 10% fee for administration, coordination and handling will be added to subcontracted services. This Schedule of Hourly Rates is effective as of July 1, 2014. Rates may be adjusted after that date to compensate for increases of inflationary trends. Mileage shall be per current IRS rate (rate can be found at the following link: <http://www.irs.gov/newsroom/article/0..id=232017.00.html>).