

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR is made and effective as of the 7th day of February, 2023, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6<sup>th</sup> Street, Beaumont, California 92223 and STC Traffic, Inc., a California Corporation whose address is 5973 Avenida Encinas, Suite 218, Carlsbad, California 92008 (“CONTRACTOR”).

**RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties to this Agreement:

- A. CITY desires to engage CONTRACTOR to provide On-Call Traffic Engineering Services; and
- B. CONTRACTOR has made a proposal (“Proposal”) to the CITY to provide such professional services, which Proposal is attached hereto as Exhibit “A” and incorporated herein by this reference; and
- C. CONTRACTOR agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement, and represents and warrants to CITY that CONTRACTOR possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

- 1. Term of Agreement. This Agreement is effective as of the date first above written and shall continue until terminated as provided for herein. Notwithstanding anything in this Agreement to the contrary, this Agreement shall automatically terminate after three (3) (max. 3) year(s) unless extended by the parties with the approval of the City Council of the CITY.
- 2. Services to be Performed. CONTRACTOR agrees to provide the services (“Services”) as follows: On-Call Traffic Engineering Services per Exhibit “A”. Services are as needed, and the CITY shall have no obligation to secure any specified amount of Services from CONTRACTOR. All Services shall be performed in the manner and according to the timeframe set forth in the Proposal. CONTRACTOR designates Jason Stack, T.E. as CONTRACTOR’S professional(s) responsible for overseeing the Services provided by CONTRACTOR.
- 3. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’S sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

4. Compensation.

4.01 CITY shall pay CONTRACTOR for services performed in accordance with Estimates provided and accepted prior to service. Estimates shall be consistent with compensation rates provided in Exhibit A, Proposal. CONTRACTOR shall not increase any rate without the prior written consent of the CITY.

4.02 CONTRACTOR shall not be compensated for any Services rendered nor reimbursed for any expenses incurred in excess of those authorized unless approved in advance by the CITY, in writing.

4.03 CONTRACTOR shall submit to CITY, on or before the fifteenth (15<sup>th</sup>) of each month, itemized invoices for the Services rendered in the previous month. The CITY shall not be obligated to pay any invoice that is submitted more than sixty (60) days after the due date of such invoice. CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

4.04 If the work is satisfactorily completed, CITY shall pay such invoice within thirty (30) days of its receipt. Should CITY dispute any portion of any invoice, CITY shall pay the undisputed portion within the time stated above, and at the same time advise CONTRACTOR in writing of the disputed portion.

5. Obligations of CONTRACTOR.

5.01 CONTRACTOR agrees to perform all Services in accordance with the terms and conditions of this Agreement and the Proposal. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms that purport to bind the CITY other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

5.02 Except as otherwise agreed by the parties, CONTRACTOR will supply all personnel, materials and equipment required to perform the Services. CONTRACTOR shall provide its own offices, telephones, vehicles and computers and set its own work

hours. CONTRACTOR will determine the method, details, and means of performing the Services under this Agreement.

5.03 CONTRACTOR shall keep CITY informed as to the progress of the Services by means of regular and frequent consultations. Additionally, when requested by CITY, CONTRACTOR shall prepare written status reports.

5.04 CONTRACTOR is responsible for paying, when due, all income and other taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

5.05 In the event CONTRACTOR is required to prepare plans, drawings, specifications and/or estimates, the same shall be furnished in conformance with local, state and federal laws, rules and regulations.

5.06 CONTRACTOR represents that it possesses all required licenses necessary or applicable to the performance of Services under this Agreement and the Proposal and shall obtain and keep in full force and effect all permits and approvals required to perform the Services herein. In the event CITY is required to obtain an approval or permit from another governmental entity, CONTRACTOR shall provide all necessary supporting documents to be filed with such entity.

5.07 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

5.08 In the event that CONTRACTOR employs, contracts with, or otherwise utilizes any CalPERS retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the CITY and shall be subject to the CITY's advance written approval.

5.09 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

5.10 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

6. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall

comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 7.02. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

6.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

6.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall, upon reasonable request, provide evidence of personal auto liability coverage for each such person.

6.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6.04 Optional Insurance Coverage. Choose and check one: Required \_\_\_ /Not Required \_\_\_; Errors and omissions insurance in a minimum amount of \$2 million per claim to cover any negligent acts or omissions committed by CONTRACTOR, its employees and/or agents in the performance of any Services for CITY.

## 7. General Conditions pertaining to Insurance Coverage

7.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

7.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

7.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be

suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

7.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7.05 All coverage types and limits required are subject to approval, modification and additional requirements by CITY, as the need arises. CONTRACTOR shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect CITY's protection without CITY's prior written consent.

7.06 CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR or arising out of the Services 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.

## 8. Indemnification.

8.01 CONTRACTOR and CITY agree that CITY, its employees, and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the negligence, recklessness or willful misconduct in the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either as set forth herein. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, reasonable attorneys' fees incurred by CITY, court costs, interest, reasonable defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of, or in any way attributable actually, allegedly or impliedly, in whole or in part to the negligent, recklessness or willful misconduct in the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8A. Indemnification Design Professionals.

8A.01 In the event that CONTRACTOR is a design professional under California Civil Code Section 2782.8 this Section 8A shall apply instead of Section 8. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, CONTRACTOR shall indemnify, and hold harmless the City, its officers, employees, trustees and members (“Indemnified Parties”) from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney’s and consultants’ fees and causes of action including, but not limited to those for, injury to property or persons, including personal injury and/or death (“Claim(s)”), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of CONTRACTOR, its directors, officials, officers, employees and consultants arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes liability caused by the negligence or willful misconduct of any of the Indemnified Parties. The cost to indemnify, hold harmless, and defend charged to CONTRACTOR shall not exceed CONTRACTOR’S proportionate percentage of fault.

9. Additional Services, Changes and Deletions.

9.01 In the event CONTRACTOR performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of CITY, CONTRACTOR shall not be compensated for such services. CONTRACTOR expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the CITY in writing.

9.02 CONTRACTOR shall promptly advise the City Manager and Finance Director of CITY as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events which may affect the scope and/or cost of Services. All proposed changes, modifications, deletions and/or requests for additional services shall be reduced to writing for review and approval by the CITY and/or City Council.

10. Termination of Agreement.

10.01 Notwithstanding any other provision of this Agreement, CITY, at its sole option, may terminate this Agreement with or without cause, or for no cause, at any time by giving twenty (20) days’ written notice to CONTRACTOR.

10.02 In the event of termination, the payment of monies due CONTRACTOR for undisputed Services performed prior to the effective date of such termination shall be paid within thirty (30) business days after receipt of an invoice as provided in this Agreement.

Immediately upon termination, CONTRACTOR agrees to promptly provide and deliver to CITY all original documents, reports, studies, plans, specifications and the like which are in the possession or control of CONTRACTOR and pertain to CITY.

11. Status of CONTRACTOR.

11.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

11.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

11.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

12. Ownership of Documents; Audit.

12.01 All draft and final reports, plans, drawings, studies, maps, photographs, specifications, data, notes, manuals, warranties and all other documents of any kind or nature prepared, developed or obtained by CONTRACTOR in connection with the performance of Services performed for the CITY shall become the sole property of CITY, and CONTRACTOR shall promptly deliver all such materials to CITY upon request. At the CITY's sole discretion, CONTRACTOR may be permitted to retain original documents, and furnish reproductions to CITY upon request, at no cost to CITY.

12.02 Subject to applicable federal and state laws, rules and regulations, CITY shall hold all intellectual property rights to any materials developed pursuant to this Agreement. CONTRACTOR shall not such use data or documents for purposes other than the performance of this Agreement, nor shall CONTRACTOR release, reproduce, distribute, publish, adapt for future use or any other purposes, or otherwise use, any data or other materials first produced in the performance of this Agreement, nor authorize others to do so, without the prior written consent of CITY.

12.03 CONTRACTOR shall retain and maintain, for a period not less than four years following termination of this Agreement, all-time records, accounting records and vouchers and all other records with respect to all matters concerning Services performed,

compensation paid and expenses reimbursed. At any time during normal business hours and as often as CITY may deem necessary, CONTRACTOR shall make available to CITY's agents for examination all of such records and shall permit CITY's agents to audit, examine and reproduce such records.

12.04 Notwithstanding any other provision in this Article 12, CONTRACTOR shall retain all rights, titles and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by CONTRACTOR prior to or independently of any of its Services under this Agreement ("Background IP"), including such Background IP CONTRACTOR may employ in the performance of this Agreement, or may incorporate into any part of the work product. CONTRACTOR grants the CITY an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the work product. Third-party content that may be used or incorporated in the work product shall not become the property of the CITY; however, CONTRACTOR shall secure all licenses necessary to any third-party content incorporated into CONTRACTOR'S work product for the CITY to utilize CONTRACTOR'S Services and the work product for their intended purposes. Nothing in this Agreement shall preclude CONTRACTOR from utilizing concepts, materials, or designs similar to those utilized for this Agreement on other projects for other clients not associated with the CITY, provided such other projects are not substantially identical to the CITY'S project and the CITY understands and acknowledges that CONTRACTOR may use details and/or designs that are generally recognized as standard or of common usage in the industry on projects other than the CITY'S project even though they may be used for the Services under this Agreement."

### 13. Miscellaneous Provisions.

13.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties.

13.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

13.03 CONTRACTOR shall timely file FPPC Form 700 Conflict of Interest Statements with CITY if required by California law and/or the CITY's conflict of interest policy.

13.04 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will

be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

13.05 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The parties agree that venue in any litigation between them shall be in Riverside County, California.

13.06 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

13.07 CONTRACTOR has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. CONTRACTOR agrees that they are unaware of any financial or economic interest of any public officer or employee of the CITY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the CITY may immediately terminate this Agreement by giving notice thereof. CONTRACTOR shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

13.08 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

13.09 Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

**CITY:**

CITY OF BEAUMONT

By:  \_\_\_\_\_  
Julio Martinez III, Mayor

**CONTRACTOR:**

STC TRAFFIC, INC.

By:  \_\_\_\_\_

Print Name: Jason Stack, PE

Title: President/CEO

**EXHIBIT “A”**

**PROPOSAL**

**(insert behind this page)**

Proposal for:

# On-Call Professional Traffic Engineering Services

City of Beaumont | December 19, 2022

Submitted by:

## STC Traffic, Inc

**Mailing and Business Address:**

5973 Avenida Encinas, Suite 218

Carlsbad, CA 92008

Principal Contact: Jason Stack, President

P: (760) 602-4290





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## A. Cover Letter



City of Beaumont  
Public Work Department  
550 E. 6th Street  
Beaumont, CA 92223

**Attn:** Grace Wichert, Procurement and Contract Specialist

**Subject: Proposal for On-Call Professional Traffic Engineering Services**

Dear Ms. Wichert,

STC Traffic, Inc. (STC) is pleased to submit our qualifications to the City of Beaumont for On-Call Professional Traffic Engineering Services. STC is a leader in the traffic engineering, transportation planning, and Intelligent Transportation Systems (ITS) field. We have worked hard over the last decade in order to become the premier traffic engineering firm in Western Riverside County, serving as the go-to traffic engineering consultant for the Cities of Banning, Hemet, Eastvale, Jurupa Valley, Moreno Valley, Menifee, Temecula, Lake Elsinore, Fontana, and Cathedral City.

We have done an excellent job supporting Western Riverside County municipal agencies with a range of as-needed services. By delivering projects and expertise in an open and value-oriented way, we help our clients become self-sufficient in the technical aspects of our work. Our work is all about trust. We build the confidence and trust of both City staff and elected officials, and this in turn builds the public's confidence and trust in the City's ability to deliver capital improvements. We take pride in empowering City staff.

We recognize that transportation-related capital improvements are critical to the City's future plans, especially in Beaumont's developing areas. Transportation infrastructure is the infrastructure that most needs to be planned, engineered, constructed, and operated within the City, and there are few areas of delivery more forward-facing than the safety and efficiency of roadways, bike lanes, and pedestrian facilities. We offer the City unique value as a traffic engineering firm with a municipal focus that spans the entire lifecycle of projects.

We are not just planners and design engineers—we stay directly involved from concept through construction. This approach comes at a high value to our customers because we know, from an operational perspective, what questions to ask early in the planning process and how to engage the right partners to deliver capital improvements. Our business model is built around delivering local experience, specialized expertise, and quality. We maintain long-lasting relationships





because we truly believe in delivering high-value service. It is our credo to be champions in our industry—and through our expertise, we can help Beaumont enhance mobility for all users of the street.

The next decade presents tremendous opportunities, and we are excited to support the City’s growth. We are not outsiders. We have developed strong relationships with regional partners, (the City of Banning, in particular, through the development of the City’s Local Roadway Safety Plan) and our own engineers continue to collaborate and go above and beyond to deliver excellent service for our clients. We also recognize that the best relationship is a direct one, and through this contract, we can deliver exactly what the City needs on an immediate basis.

Our expertise in technology—now a cornerstone of our industry—also gives us unique insight into the City’s needs for managing, operating, and maintaining transportation infrastructure. We offer the City innovative, constructable, and cost-effective approaches that bridge planning and design principles with systems operation and maintenance. We write the specifications, develop the standards, and implement the processes, part of the services that we package for our on-call traffic engineering services.

We are a small firm, but we bring a comprehensive approach that showcases diversity and puts the best engineers at the front and center of future traffic engineering, transportation planning, and staff extension for the City. The City is our priority. We have nearly twenty engineers available on an immediate day-to-day basis, and we continue to build on our reputation by providing high-quality work products, responsive service, and innovative solutions.

As the contact person for this RFP and authorized representative to execute an agreement with the City, we have read and complied with all terms and conditions of the RFP and acknowledge all addenda. We are willing and able to enter into a contract under the terms and conditions prescribed by the RFP and the Services Agreement, and confirm that no conflict of interest exists.

We look forward to the opportunity to collaborate with City staff on this contract.

Sincerely,

Jason Stack, TE, PTOE  
President/Principal-in-Charge

**Legal Name:** STC Traffic, Inc. (CA Corporation)

**Address:** 5973 Avenida Encinas, Suite 218  
Carlsbad, CA 92008  
[www.stctrffic.com](http://www.stctrffic.com)

**RFP Contact:** Jason Stack, TE, PTOE  
T: (714) 315-4640  
[jason.stack@stctrffic.com](mailto:jason.stack@stctrffic.com)

## B. Introduction/Information

The City of Beaumont will select qualified engineering firms to provide on-call traffic engineering services across the four categories listed in the Scope of Work: Capital Improvement Projects (Task 1), Traffic Operations and Analysis (Task 2), Traffic Safety (Task 3), and Extension of Staff Services (Task 4). In this role, selected firms will provide the City with a broad range of technical expertise, including an understanding of the local environment, any upcoming changes to the City's Capital Improvement Program, and an understanding of current policies, procedures, and City projects. The STC Team is highly-qualified to provide Beaumont with the expertise needed to fulfill these requirements. Our project managers and technical staff have assisted in a similar role since our founding in 2007. A summary of our general qualifications is detailed below:

1. **Proven Competence.** Nearly 90% of STC's client base is focused in the public sector, and we hold 17 on-call contracts for professional engineering services in Southern California. In addition to several traffic signal reviews for the City of Beaumont, STC supports CIP, Traffic Operations and Analysis, Traffic Safety, and Staff Extension for all of our on-call municipal clients. One nearby example is the City of Hemet where we have supported intersection design at Warren Rd and Auto Blvd; citywide traffic signal timing updates; traffic control plans for various street closures; development of the City's SSAR; engineering design for traffic signal equipment upgrades; and nearly all of the services listed under the Scope of Work during the last six years. Our corporate resume is full of similar examples in Western Riverside County as shown in Section G.
2. **Strength and Stability of the Firm.** For over a decade, STC has been providing similar services to those required by the City of Beaumont, all involving a wide range of traffic engineering, transportation planning, and staff extension expertise. Our successful track record in Western Riverside County, including our long-standing relationships with the Cities of Banning, Hemet, Eastvale, Jurupa Valley, Menifee, Temecula, Fontana, and Moreno Valley, show our commitment and dedication to excellent customer service.
3. **Staffing Capabilities.** The Project Team that we market in our proposals is the staff that the City will work with on a day-to-day basis. The strength of our staff, including licenses and technical qualifications, is discussed in Section F/Appendix A. The firm contact information/individual contact is detailed in the Cover Letter. No sub-consultants are proposed for this project.
4. **Track Record of Meeting Schedules for As-Needed Services.** All of our client references will speak to our dedication and commitment to meeting project schedules. Our ability to meet project schedules and stay within the budget is a reflection of our team's robust project management procedures.



### C. Approach

The culture at STC was built on a foundation of providing on-call traffic engineering and transportation planning services, with special focus in Western Riverside County. We understand the immediate nature of as-needed contracts and stand ready to serve the City when needs arise. We have established successful on-call contracts with the Cities of Hemet, Banning, Eastvale, Jurupa Valley, Moreno Valley, Menifee, Temecula, Lake Elsinore, and Fontana.

STC is fully aware of the planning, engineering, and technical needs that will be necessary to support the City in an as-needed capacity. The following section describes our approach to executing and completing a task order for a typical City project. We understand the importance of funding in local projects, and we have dedicated staff who know how each project fits into the local/regional context. Our team is adaptive and readily-available to deliver on tasks of any size.

- Project Initiation.** Once City staff alerts STC of a potential project opportunity, the Consultant Coordinator will conduct a meeting with the key point of contact with the City, either virtually or in the field. This meeting is designed to aid the City in clearly conveying the concerns that should be addressed in the pending task order.
- Prepare Scope of Work and Fee.** Following the project initiation meeting, STC will prepare a detailed scope of work and fee proposal to complete the task described. We will work directly with the City’s key point of contact to refine the scope of work. The purpose of the scoping process is to develop a scope and fee that meets the project intent in the most cost-effective manner.
- Contracting.** STC’s Project Manager will work with the City’s contracting department to acquire the appropriate signatures and contract documents for each Task Order. Staff authorized to sign contracts on behalf of STC will be available on-site, which will streamline the contracting process for our firm and allow us to return contracts to the City within 24-hours of receiving Task Order documents.
- Project Kick-Off and Client/Stakeholder Coordination.** Regular communication between the Project Team and the key point of contact at the City will be critical to maintaining the project schedule and to the overall success of the project. Depending upon the size and extent of the contract, STC will develop a project meeting schedule to address key milestones of the project.





- STC will coordinate Project Team meetings and provide meeting agendas and notes in order to clearly document the process and decisions made. Most of Mr. Manganiello's projects have involved coordination with diverse stakeholders, including non-profit community organizations, advocacy groups, local schools, regulatory agencies, transit agencies, utility companies, and private developers. Mr. Manganiello's ability to forge consensus through outreach is a key attribute to his success as a Project Manager.
- **Technical Analysis, Design, and Stakeholder Coordination.** Task Orders assigned to STC will be completed by staff who are familiar with the City's policies, planning documents, and design standards. At STC, we conduct weekly staff meetings and discuss projects with management and technical staff. During this time, we review project schedules to ensure timely delivery of work products. On programmatic task orders or community outreach tasks, STC will advocate for safe and accessible pedestrian and bicycle facilities. STC will conduct regular check-in meetings to manage project schedule and deliverables.
- **Quality Control/Quality Assurance Process.** All work products delivered to the City will be reviewed either by Mr. Manganiello, Mr. Stack, or the designated QA/QC Manager for the Task Order. Time to review all work products will be built into the project schedule and clearly documented and maintained by STC during the course of the project. In addition to formal reviews of work products, the Consultant Coordinator will conduct over-the-shoulder reviews throughout the life of the Task Order. This hands-on project management style provides assurance to the City that the work products in process are on-task and in line with the scope of work and pending deadlines.

#### Quality Control and Assurance Strategy

- Clearly define project deliverables and schedule with Control Points integrated in the schedule.
- Ensure qualified reviewers conduct independent reviews in their specific areas of expertise.
- Identify clear standards used on design and technical studies.
- Develop a documentation and communications plan outlining the protocol for all communications.
- Use standard format for documenting comments and responses provided as part of the review process.
- Use standard format and procedures for certifying that all requirements of the QC Plan have been met and that all comments and issues have been resolved to the satisfaction of the reviewer.
- Check all documents for accuracy and completeness with prescribed checklists, standards, policies, and procedures. QC checklists will be refined for each Task Order based on standard checklists used by STC.



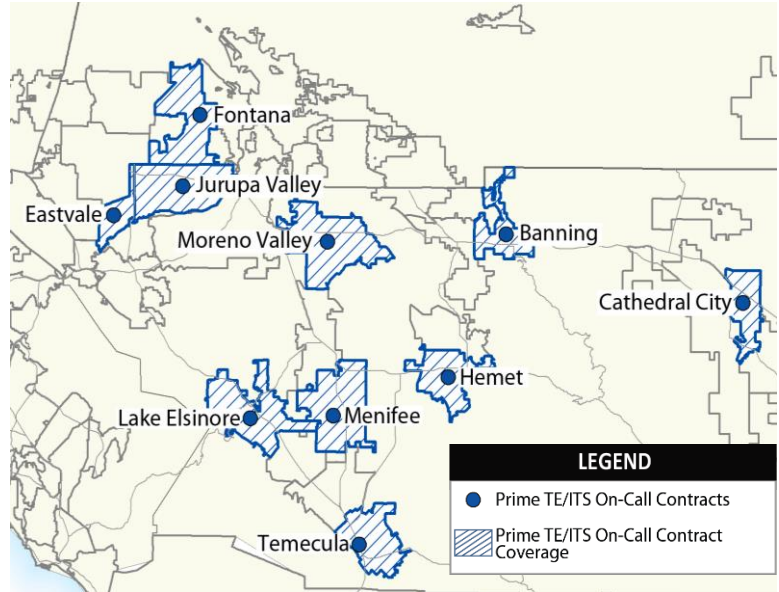
Quality Assurance reviews will be conducted internally prior to submittal of plans or documents to the City. The Task Manager will be responsible for scheduling detailed reviews throughout the project, ensuring that products produced by the team meet the QA/QC standards and expectations established for the project. Quality Control review will be conducted by discipline-specific certified professionals, as assigned by Mr. Manganiello, for individual task orders at major milestones to ensure the plans and documents meet design requirements, standards, and technical requirements. The review process, whether for Quality Assurance or Quality Control, will involve design engineers and deputy project managers not directly involved in design production or review of the project.

- **Project Management Tools/Schedule Control.** A project schedule and key deliverables will be established with each Task Order. STC staff will conduct regular check-in meetings with City staff to track the project schedule, discuss potential modifications to the schedule or deliverables, and discuss actions needed to keep the project on track. STC has in-house project management software and utilizes Microsoft Project to generate project schedules when needed. Schedules will be reviewed at all Project Development Team Meetings to inform the City of our progress. Additionally, project controls will be used to communicate information to the City and Project Team. Project controls will be implemented throughout the Task Order's lifecycle to positively affect budget and schedule. All of our client references discussed will speak to our timeliness in meeting schedules and budgets on similar projects.
- **Cost Control/Risk Management.** Budget monitoring will be conducted on a monthly basis and reported to the City during monthly team meetings. All invoices will include hours expended by task and a detailed summary of work completed to date to justify the hours invoiced. This system of checks and balances will ensure the project neither gets ahead or behind on the approved costs, reducing financial risk. Throughout the life cycle of the project, Mr. Manganiello will identify means by which to streamline tasks and reduce costs.
- **Value Engineering.** Recognizing cost savings measures throughout the life of each Task Order will be the responsibility of the Project Team. STC recognizes that cost saving during design is vital to providing best practices for our clients. STC will discuss Value Engineering opportunities during internal team meetings and identify schedule or cost savings measures during Project Design Team meetings.
- **Document Control.** A clear document control system will be established during project initiation ranging from CADD standards to document and email filing conventions. Establishing these essential document control measures will streamline information sharing between the City, Project Team, and other stakeholders.
- **Project Delivery and Close-Out.** Upon completion of the task order, STC will provide the final documents, plans and reports to the City for their files. In addition, the Consultant Coordinator will align with the City staff person on the task order to review the process and work products to clearly understand the City's perception of our performance.



### D. Firm Profile

STC has been providing on-call professional engineering services to municipal agencies in Southern California since 2007. For over 15 years, we have provided local and regional agencies with a range of initiatives relevant to this contract including on-call traffic engineering services, transportation planning services, and staff extension/project management services.



STC is a full-service firm. Through hard work, dedication, and responsiveness to client needs, STC has met great success, growing to include 26 highly-skilled staff with headquarters located in Carlsbad. Our team provides unmatched local, hands-on project management and specialized expertise to our clients. As the foundation of our organization, our staff has the highest level of expertise possible across a range of specialties. We are comprised of professional engineers in traffic and civil engineering, traffic operations engineers, certified planners, certified IMSA signal technicians, ITS and systems and network engineers, and Public Works electricians/inspectors. These are the professionals that municipalities seek as resources to execute on-call traffic engineering services.

### E. Location

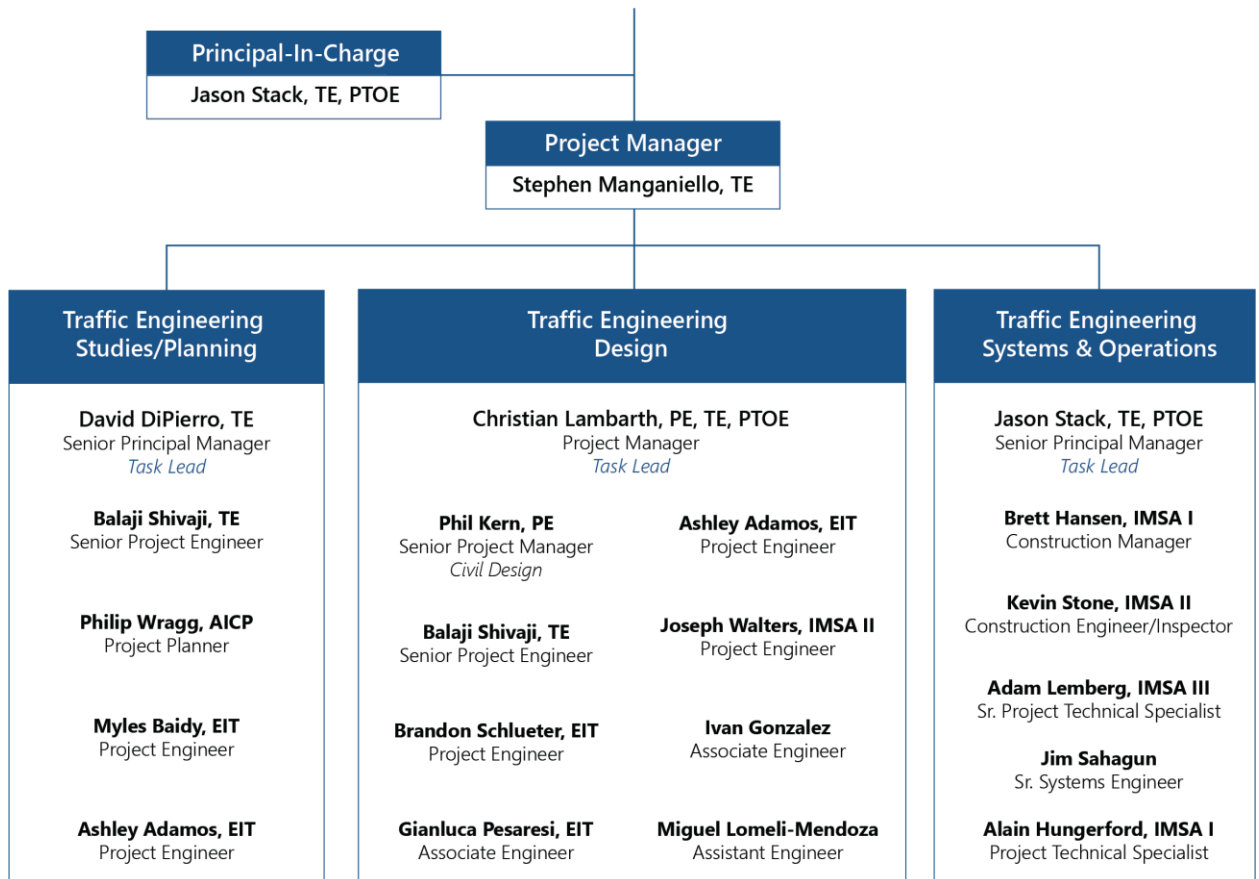
STC is headquartered in Carlsbad (primary address shown below). STC has several staffing resources based locally in Western Riverside County available to the City on an immediate basis.

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| <p><b><u>Firm Name: STC Traffic, Inc.</u></b></p> <ul style="list-style-type: none"> <li>• California Corporation: 01/26/2007</li> <li>• Years in Business: 15</li> <li>• Formerly Stack Traffic Consulting, Inc. (dba STC Traffic, Inc. since 2014)</li> <li>• California SB Micro: #53625</li> <li>• California DIR: #1000009329</li> <li>• Employees/Staff to Provide Services: 26</li> </ul> | <p><b><u>Office Where Work Will Be Performed:</u></b></p> <p>5973 Avenida Encinas, Suite 218<br/>         Carlsbad, CA 92008<br/>         P: (760) 602-4290   F: (760) 670-3445</p> <p><b><u>Company Owner/Principal Officer:</u></b></p> <p>Jason Stack, TE, PTOE<br/>         President/Principal-in-Charge<br/>         P: (714) 315-4640<br/> <a href="mailto:Jason.stack@stctraffic.com">Jason.stack@stctraffic.com</a></p> |
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## F. Organization, Key Personnel, and Resumes

In order to support a variety of traffic engineering services, we have structured our Organizational Chart with a degree of flexibility to reflect the City’s needs. STC is structured as a full-service extension of City staff, allowing our planners, designers, and ITS experts to address the City’s immediate needs. For this contract, STC will work with the City to determine which of our Task Leads and staff are best suited to perform the requested services on an as-needed basis.

Our qualifications start with our people. STC’s staff is the foundation of our organization and has the highest level of expertise possible across the range of specialties included in the Scope of Work. Our key personnel have many decades of combined traffic engineering, transportation planning, and traffic signal systems engineering, management, operations, and maintenance experience. Resumes for STC’s Key Personnel are included as Appendix A.



## A Staffing Approach Right-Sized for the City of Beaumont

- Our goal is to provide the City of Beaumont with a hand-picked team of transportation planners, community engagement leaders, engineers, and technical specialists that can support every element of the City’s traffic engineering and transportation planning needs.
- STC models its structure after a municipal Public Works/Engineering Division. We have worked as municipal employees/extensions of staff in our role as consultants; we operate and maintain TMCs and systems; we have been foreman for electrical contractors in traffic signal construction and maintenance; we have managed the municipal Public Works Electrical Division; and, we have worked for traffic signal system suppliers. It is highly unique to find such a group of experts under the umbrella of a single organization.
- We have put forward a group capable of executing all of the elements listed in the Scope of Work, as well as a group who is highly-skilled at engaging and educating the community with respect to the benefits of active transportation and smart growth. We are in a great position to help the City receive final design and construction funding for key projects.

***Stephen Manganiello, TE***, will serve as Project Manager for the contract. He brings over 22 years of experience to the STC team developing, managing, and delivering high-quality projects. Prior to joining STC in 2020, Mr. Manganiello served as the Director of Public Works/City Engineer for National City for eight years, while maintaining his role as City Traffic Engineer for over 13 years. As Department Director, Mr. Manganiello managed over 60 hardworking employees, all of whom provided essential services for National City residents, schools, and businesses. Mr. Manganiello increased the size of the City’s five-year CIP from \$20M to \$80M by securing over \$70 million in competitive grants.



Since joining STC, Mr. Manganiello has managed many of STC’s on-call traffic engineering contracts in Western Riverside County including recently managing a variety of CIP projects for the Moreno Valley Engineering & Public Works Department related to active transportation, pedestrian and bicycle safety, traffic calming, safe routes to school, traffic signal and communication system upgrades, signal timing, and ITS. His services also include plan checks, utility coordination, coordination with RTA, traffic signal systems/operations support, grants management and reporting, preparation of bid documents, construction management, and staff training. He serves as Project Manager for STC’s on-call contracts with the City of Menifee, Temecula, and Banning and recently oversaw Banning’s LRSP development and HSIP Cycle 11 priority project submittals.

His reputation for delivering high-quality projects, on time and within budget is highlighted by the fact that over two dozen of his projects received industry awards for innovation in planning and design from professional organizations such as the San Diego Chapters of the APWA, ITE,



ASCE, APA, WTS, Circulate San Diego, and the San Diego County Bicycle Coalition. Notably, the City’s first Active Transportation Plan was recognized by APA as the top “Comprehensive Plan for Small Jurisdiction” in the State of California.

Over the last decade, Mr. Manganiello played a central leadership role in National City’s streetscape improvements, including the \$10M downtown revitalization project on 8th Street, citywide midblock pedestrian crossing enhancements, pedestrian and bicycle enhancements in the City’s historic Old Town neighborhood, and improvements on the “A” Avenue “green street” and mobility corridor. Mr. Manganiello’s ability to forge consensus through outreach is a key attribute to his success as a project manager. He led the development of National City’s General Plan Circulation Element, Downtown Specific Plan Update and Parking Management Plan, Citywide Safe Routes to School Program, Bicycle Master Plan, and two Active Transportation Plans, all of which involved extensive community outreach.

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| <p><b>Years of Experience:</b> 22</p> <p><b>Education:</b> University of Wisconsin-Madison, M.S. Civil Engineering specific to Transportation Engineering (2003); University of Wisconsin-Madison, B.S. Civil Engineering (2000)</p> <p><b>License:</b> Professional Engineer (Traffic) California, #2973</p> | <p><b>Areas of Expertise/Experience:</b></p> <p>Former City Traffic Engineer<br/>         Transportation/Corridor Planning<br/>         CIP Program Projects/State Funding<br/>         Transportation/Master Planning<br/>         Community Engagement/Citizen Complaints<br/>         HSIP Program/Caltrans Coordination</p> |
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*Jason Stack, TE, PTOE*, will serve as Principal-In-Charge and Task Lead for Traffic Engineering Systems and Operations. Mr. Stack is the President and Founder of STC and has over 23 years of specialized traffic engineering experience. Mr. Stack will be available to the City to guarantee quality of work product, staffing, and timeliness of submittals. He has built the STC team concept with key staff including former City Engineers/Public Works Directors and technical experts such as Adam Lemberg, IMSA III, and Brett Hansen, IMSA I, who along with Jason, have nearly 50 years of combined experience in traffic engineering, systems and operations, and maintenance and construction.



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| <p><b>Years of Experience:</b> 23</p> <p><b>Education:</b> B.S. Civil Engineering, University of Massachusetts at Lowell (1999)</p> <p><b>License:</b> Professional Engineer (Traffic) California, #2790<br/>         PTOE, United States, #4174</p> | <p><b>Areas of Expertise/Experience:</b></p> <p>ITS Planning/Design<br/>         Traffic Signal Design<br/>         Traffic Impact Analysis<br/>         Traffic Signal Communications<br/>         Traffic Signal Operations</p> |
|--|---|



Jason brings a broad background of experience serving municipal clients in the Inland Empire. Jason has always been committed to getting the job done right and making himself available when needed and serves as the lynchpin for complex engineering projects, such as with his current role on the RCTD Jurupa Road Grade Separation Project. He has developed strong relationships in Western Riverside County through overseeing current on-call traffic engineering contracts with the Cities of Jurupa Valley, Menifee, Eastvale, Banning, and Temecula. He supported the City of Hemet with grants including SSARP, ATP (Bikeway Connect), ATP (Bike-Ped Masterplan), and HSIP Cycle 8.

**Christian Lambarth, PE, TE, PTOE**, will serve as the Task Lead for Traffic Engineering Design. Christian has over 13 years of experience delivering traffic engineering projects and currently serves as STC’s design lead for the Cities of Fontana and Temecula. Mr. Lambarth specializes in traffic signal design, signing and striping design, traffic control, traffic operational analysis, street lighting, and traffic signal interconnect. Mr. Lambarth pulls from his years of experience in the transportation industry to develop PS&E that focuses on constructability, and he has an extensive history working in San Bernardino and western Riverside County, including regional projects such as the SBCTA Redlands Passenger Rail Project. He also has a strong relationship with the Cities of Fontana, Menifee, and Temecula where he has served as led a variety of traffic design, HSIP Fiber Optic Communications System Upgrades, and standalone traffic engineering design projects on an on-call basis.



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| <p><b>Years of Experience:</b> 13</p> <p><b>Education:</b> B.S., Civil Engineering , Michigan State University, East Lansing (2009)</p> <p><b>License:</b> Professional Engineer (Civil) California, #86675<br/>Professional Engineer (Traffic) California, #2927<br/>PTOE, United States, #5180</p> | <p><b>Areas of Expertise/Experience:</b></p> <p>Traffic Signal Design<br/>Signing and Striping<br/>Traffic Calming Projects<br/>ITS Design<br/>Traffic Impact Analysis</p> |
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**David DiPierro, TE**, will serve as Senior Principal Manager and Task Lead for Transportation Planning. Mr. DiPierro joined STC after serving over three decades with the Cities of San Diego and Oceanside’s Traffic Engineering Divisions. He lends his expertise as a former City Traffic Engineer having managed hundreds of traffic safety projects and planning efforts, many involving forging consensus among diverse stakeholders. Mr. DiPierro provides effective project management with a strong adherence to professional standards and a high-quality work product.





He has recently provided oversight for the Cities of Moreno Valley, Temecula, Carlsbad, Encinitas, Oceanside, and San Diego. For the City of Menifee, Mr. DiPierro has served as staff extension for the City as part of STC’s on-call services contract and has been responsible for day-to-day communication with City staff and the public on traffic engineering-related issues. His responsibilities have included plan checks, responses to community concerns, grant writing, signal design, speed surveys, and traffic warrants. Mr. DiPierro played a leading role in the Housing Element and General Plan Update for the City of Carlsbad, responsible for overseeing the preparation of the traffic study component of the work, including assessing the effects of increased traffic due to potentially higher housing density and rezoning at selected locations.

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| <p><b>Years of Experience:</b> 35</p> <p><b>Education:</b> M.B.A. ,San Diego State University (1997)<br/>B.S., Civil Engineering , University of Rhode Island (1986)</p> <p><b>License:</b> Professional Engineer (Traffic) California, #2234</p> | <p><b>Areas of Expertise/Experience:</b></p> <p>Former City Traffic Engineer<br/>VMT Analysis<br/>TIA Guidelines/TIA Review<br/>Traffic Calming Programs<br/>Policy and Land Use Planning</p> |
|---|---|



**Philip Kern, PE**, Senior Project Manager, is a recent addition to the STC management team. He has over 30 years of experience in the planning, design, permitting, and construction support of a wide range of public works, transportation, infrastructure, and capital improvement projects for public agencies. The last 20 years of his career have focused on the design and delivery of capital projects through on-call contracts and serving as staff extension for public agencies. This includes extensive work for a variety of municipal agencies throughout the Inland Empire and San Diego. In the City of Murrieta, Mr. Kern served as Project Manager from 2018 to 2019 and was responsible for scoping/budgeting of task orders, overall project management, direction and supervision of technical staff, and management of permits. He led civil engineering and traffic design for the Murrieta Hot Springs Road Median Improvements Project and has served in a similar role for other agencies such as Menifee, Indian Wells, and National City, among others.

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| <p><b>Years of Experience:</b> 30</p> <p><b>Education:</b> San Diego State University, B.S. Civil Engineering</p> <p><b>License:</b> Professional Engineer (Civil) CA, #40831<br/>CalEMA Safety Assessment Program Evaluator, #68105</p> | <p><b>Areas of Expertise/Experience:</b></p> <p>Civil Engineering<br/>Traffic Signal Design<br/>Public Works Projects<br/>Project Management<br/>Construction Support Services</p> |
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## G. Project Experiences

Our team is recognized, particularly throughout Western Riverside County, for its ability to creatively solve problems arising from the most challenging traffic engineering projects. We possess specialty experience in the fields solicited under this contract, and we have assembled a technical team scalable to the City’s ongoing needs. Dedication to traffic engineering and transportation planning, combined with field expertise and technological know-how, allows our team to excel in the below service areas. Three scope-relevant projects descriptions for the Cities of Menifee, Temecula, and Banning are provided in Section H.

| STC On-Call Traffic Engineering Experience                                   | Regional Agencies |         |          |          |               |         |               |         |             |               |           |           |          |       |           |
|--|-------------------|---------|----------|----------|---------------|---------|---------------|---------|-------------|---------------|-----------|-----------|----------|-------|-----------|
|  | Hemet             | Menifee | Eastvale | Temecula | Jurupa Valley | Fontana | Moreno Valley | Banning | Chula Vista | National City | Encinitas | Oceanside | Carlsbad | Vista | San Diego |
| On-Call Traffic Engineering Services   | ✓                 | ✓       | ✓        | ✓        | ✓             | ✓       | ✓             | ✓       | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Transportation Planning/Master Planning                                      | ✓                 | ✓       | ✓        | ✓        | ✓             | ✓       | ✓             | ✓       | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Grant Writing and Management   | ✓                 | ✓       |          | ✓        |               |         |               | ✓       | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Speed Surveys/Data Collection/Turning Movements                              | ✓                 | ✓       | ✓        | ✓        | ✓             | ✓       | ✓             |         | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Street Improvement Projects/Street Lighting                                  | ✓                 | ✓       | ✓        | ✓        | ✓             | ✓       | ✓             | ✓       | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Signal Warrants/All-Way Stop Warrants  | ✓                 | ✓       |          | ✓        |               |         | ✓             |         | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Traffic Studies/TIA Guidelines/VMT Analysis                                  |                   | ✓       |          | ✓        |               |         | ✓             | ✓       |             |               | ✓         | ✓         | ✓        | ✓     | ✓         |
| Worksite Traffic Control and Operations                                      | ✓                 | ✓       | ✓        | ✓        | ✓             | ✓       | ✓             |         | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| PS&E for Traffic Signal Design, Street Lighting, Signing and Striping Plans  | ✓                 | ✓       | ✓        | ✓        | ✓             | ✓       | ✓             |         | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Traffic Signal Timing & Coordination Plans                                   | ✓                 | ✓       | ✓        | ✓        | ✓             |         | ✓             |         | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Traffic Signal Communications Infrastructure & Systems Integration           | ✓                 | ✓       | ✓        | ✓        | ✓             | ✓       | ✓             |         | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Fiber-Optic Design and Data Management                                       | ✓                 | ✓       |          | ✓        | ✓             | ✓       | ✓             |         | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| ITS Systems Design   |                   | ✓       |          | ✓        |               |         | ✓             |         | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Parking and/or Curb Management   |                   | ✓       |          |          |               | ✓       | ✓             |         |             | ✓             | ✓         | ✓         | ✓        |       | ✓         |
| Active Transportation, Micromobility, and Placemaking Studies                | ✓                 | ✓       |          |          |               |         | ✓             | ✓       |             | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Multimodal Planning/Bike & Pedestrian Facilities/Safe Routes to School       | ✓                 | ✓       |          | ✓        |               |         | ✓             | ✓       | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Transportation Funding Programs  | ✓                 | ✓       | ✓        | ✓        | ✓             |         | ✓             | ✓       | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Construction Management and Inspection & Contract Documentation              | ✓                 | ✓       | ✓        | ✓        | ✓             |         | ✓             |         | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Infrastructure and Feasibility Planning Studies/Study & Report Review        | ✓                 |         | ✓        |          |               |         | ✓             | ✓       | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |
| Inter-Agency Coordination/Stakeholders Presentations & City Council Meetings | ✓                 | ✓       | ✓        | ✓        | ✓             | ✓       | ✓             | ✓       | ✓           | ✓             | ✓         | ✓         | ✓        | ✓     | ✓         |

## H. References



| Client   | Project Description  |
|--|--|
| <p><b>City of Menifee</b></p> <p>Rob Blough, TE, Senior Traffic Engineer, (951) 672-6777, <a href="mailto:rblough@cityofmenifee.us">rblough@cityofmenifee.us</a></p> <p><b>Years:</b> 2015-Present</p> <p><b>STC Key Personnel:</b> Stephen Manganiello, Jason Stack, Christian Lambarth, David DiPierro, Balaji Shivaji, Brett Hansen, Adam Lemberg, Ashley Adamos, Joseph Walters, Philop Wragg, Myles Baidy, Gianluca Pesaresi</p>                  | <p><b>On-Call Traffic Engineering Services   Menifee, CA</b> Since 2015, STC has served the City of Menifee with traffic engineering-related responsibilities, including reviewing signing and striping plans in the City, bikeway retrofits, plan check, VMT analysis, TIA reviews, department coordination meetings, responses to community concerns, grant writing, signal system issues, troubleshooting, and oversight of TMC design and construction. Stephen Manganiello currently serves as staff extension for the City’s Traffic Engineering Division supporting City staff with a variety of land development reviews and plan checks involving site plans, TIA/VMT assessments, new traffic signals and communications infrastructure, signal modifications, street lighting, signing and striping, bicycle and pedestrian facilities, parking, and traffic control. He also works closely with the City Traffic Engineer to perform a variety of traffic analyses and studies in response to community traffic safety concerns. Over the years, STC staff have reviewed a variety of traffic impact studies, specific plans, and various traffic documents for residential, commercial, school, and interchange developments. STC prepared technical specifications/design criteria for Menifee traffic signal systems &amp; street lights; developed signal timing plans; provided traffic signal and comm system operations support, including the City’s TMC; developed Menifee TIA guidelines; and, provided grant writing services including 4 HSIPs and 1 SSARP for \$2.5M.</p> |
| <p><b>City of Temecula</b></p> <p>Nick Minicilli, PE, TE, Senior Civil Engineer, (951) 693-3917, <a href="mailto:nick.minicilli@temeculaca.gov">nick.minicilli@temeculaca.gov</a></p> <p><b>Years:</b> 2015-Present</p> <p><b>STC Key Personnel:</b> Stephen Manganiello, Jason Stack, Christian Lambarth, David DiPierro, Balaji Shivaji, Brett Hansen, Adam Lemberg, Ashley Adamos, Joseph Walters, Philop Wragg, Myles Baidy, Gianluca Pesaresi</p> | <p><b>On-Call Traffic Engineering Services   Temecula, CA</b> STC has been providing traffic engineering and support services for the City of Temecula since early 2016. Under the on-call traffic engineering contract, STC has provided plan check services, traffic/civil engineering design plans, electrical inspection, staff training on street lighting inspection, grant writing, traffic signal timing/coordination development, and traffic signal control system work. Over the years, STC has served as staff extension, responsible for overseeing the deliverables for each purchase order under the on-call contract. Specific tasks have included: bid and specification documents, street lighting design, signal design, constructability and design review of civil and traffic plans, materials review, traffic control plan checks and design, construction support, signal inspection, RFI review, as-built documentation, submittal recommendations, and grant writing for federal funds. STC is also responsible for delivering a number of standalone projects for the City on separate contracts. The projects completed to date have included traffic signal modification, traffic control, traffic signal interconnect upgrades, and HSIP grant development. STC has completed various design projects for the City, including the HSIP Fiber Optic Communications System Upgrade Project, which leveraged HSIP grant funding to implement new communications and traffic control systems for 43 traffic signals on three corridors.</p>                              |
| <p><b>City of Banning</b></p> <p>Nate Smith, PE, Deputy Direction of Public Works/City Engineer, (951) 922-3182, <a href="mailto:nsmith@banningca.gov">nsmith@banningca.gov</a></p> <p><b>Years:</b> 2022-Present</p> <p><b>STC Key Personnel:</b> Stephen Manganiello, Ashley Adamos, Myles Baidy, Ivan Gonzalez</p>  | <p><b>On-Call Traffic Engineering and Grant Support Services   Banning, CA</b> STC was recently selected to the City’s on-call engineering services bench for traffic engineering, transportation planning services, and grant writing and management. During the past few months, STC completed the development of the City’s Local Roadway Safety Plan (LRSP) on an expedited timeline. The project put the City in an excellent position to prepare and submit HSIP Cycle 11 grant funding applications for priority safety projects. Our ability to meet the City’s LRSP accelerated project schedule and stay within budget is a reflection of our team’s robust project management procedures. This contract shows our immediate availability to the City. In September 2022, we prepared three HSIP Cycle 11 grant applications on behalf of the City for critical transportation-related initiatives.</p>  |

## I. Scope of Services

STC has the in-house technical capabilities to complete all of the elements listed in Exhibit A – Scope of Services. The City anticipates that the Scope of Services may include, but not be limited to, tasks associated with Capital Improvement Projects, tasks associated with traffic operation and analysis, tasks associated with traffic safety, and other extension of staff services. STC specializes in all of these areas, with sub-disciplines listed below:

### Traffic Engineering Design Services

- Traffic Signal Design
- Signing and Striping Design
- Worksite Traffic Control Design
- Street Lighting Design
- Roadway and Intersection Design
- Traffic Detour/Control Plans
- Traffic Study Review
- Street Light Layouts
- Neighborhood Traffic Management Program
- Modern Roundabouts
- Communication Systems Design
- Traffic Calming Design
- Traffic Investigations
- Signal Warrant Analysis
- Traffic Engineering Plan Check
- Communications Conduit Plans (Fiber Optic Traffic Signal Interconnect)
- Alignment Studies
- Signal Coordination
- Traffic Counts/Delay Studies/Speed Zone Analysis

### Traffic Engineering and Transportation Planning Services

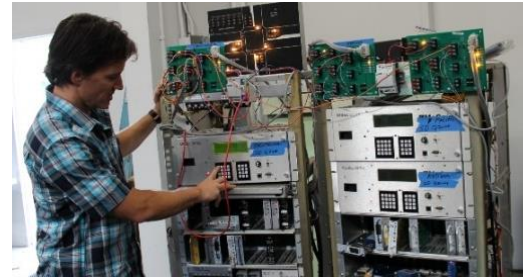
- Traffic Impact Studies and Reviews
- Parking Studies
- Corridor Studies
- Feasibility Studies
- Traffic Calming Assessments
- Complete Street Studies
- School Related Operations
- Congestion Management Plans
- Traffic Modeling
- Circulation Element Update
- Collision Trend and Traffic Safety Analysis
- Engineering and Traffic Surveys
- Trip Generation Studies
- Conceptual Design of Improvements
- Grant Writing
- Community Engagement

### Traffic Engineering Systems, Operations, and Construction Services

- Constructability Reviews
- Construction Management
- Electrical Inspection Services
- Maintenance Reviews
- Staff Training
- TMC Operation and Management
- Performance Monitoring
- Traffic Signal Timing and Control Logic
- Railroad Preemption Applications
- System Integration
- System Program Management
- System Master Planning
- System Tests, Verification, Evaluation
- System Troubleshooting
- ITS Technologies
- Communications and Networking



We have a proven model for delivering every element of the Scope of Services with extensive on-call traffic engineering, transportation planning, and staff extension experience. We are modeled after a municipal Public Works/Engineering Division for precisely this reason, so we can provide a wide breadth of traffic engineering and transportation planning services on a flexible basis.



### **Task 1 – Tasks Associated with Capital Improvement Projects**



Mr. Manganiello is well-positioned as Project Manager to lay the groundwork for future capital funding, allowing the City to compete at a high level for Active Transportation, Urban Greening, SWRCB, and other critical grants. Mr. Manganiello knows how to lead and support the City because he has done it himself first-hand. For more than a decade, he delivered a full-blown CIP that required him to manage over 50 active projects at any given time in various phases of planning, design, and construction. He understands the City's expectations and responsibilities and will be able to serve as a true extension of City staff. Mr. Manganiello's approach will help guide the City through the evaluation of strategic investments based on key mobility considerations in different parts of the City. He has extensive experience steering stakeholder engagement beyond a "check-the-box" approach in order to ensure that the development and evaluation of conceptual alternatives are both feasible and fit the community's need. He has proven this throughout his career for a range of capital improvement projects.



From the design side, STC has extensive experience in preparing plans, specifications, and estimates for a variety of traffic improvements including traffic signals, street lighting, signing, striping, and signal interconnect. Traffic signal design and associated improvements are part of STC's core expertise, and STC performs these services on a daily basis. Our experience of specifying equipment, assembling bid packages, and implementing and managing construction on similar contracts has provided a keen appreciation for the required level of detail to have a successful bid and deployment of specified facilities. All traffic engineering design plans are managed and reviewed by STC staff licensed as Professional Engineers and Traffic Engineers in the State of California.



- **ITS Design.** STC has a specialty in ITS, Telecommunications and Network Engineering and is well qualified to effectively plan, design, install and integrate related elements/systems. ITS projects also demand technical knowledge of equipment, media, and applications to procure the most suitable and cost-effective technology. STC assesses the needs and prepares the required concepts. Our PS&E packages for ITS improvements develop the concepts with fanatical detail and review to ensure constructability and adherence to local and statewide standards. STC has developed large scale master plans and small-scale corridor concepts. We have developed ITS improvements that include virtually all traffic control, data collection,



information dissemination, and surveillance elements. We have developed communications systems including fiber optic, wireless (multiple variations), and copper communications utilizing audio, IP, and serial standards. Our deep understanding of ITS standards and Caltrans standards allows us to develop PS&E efficiently and correctly.

- ***Support for Funding and Grant Applications.*** STC has extensive experience with local, State, and Federal requirements for grant funded projects. Over the past eight years, STC has written over 70 grant applications for agencies in Riverside and San Diego Counties, most of which were for Caltrans HSIP and Active Transportation Program funding. These efforts have led to the award of over \$40 million in grant funding.

### **Task 2 – Tasks Associated with Traffic Operations and Analysis**

- ***Diverse Transportation Planning Services.*** Our services extend to Long Range Transportation Plans, Transportation Master Plans, Corridor Location Studies, Corridor Master Plans, Access Management Plans, Pavement Assessment Plans, Feasibility Studies, Transit Plans, Bike or Pedestrian Plans and Small Area Transportation Plans. We have delivered significant transportation planning efforts involving elements of multimodal transportation, complete streets, bicycle/pedestrian facilities, and transit corridors. Mr. Manganiello routinely facilitates coordination among diverse stakeholders, including non-profit community organizations, advocacy groups, local schools, regulatory agencies, transit agencies, utility companies, and private developers for transportation planning projects. Mr. Manganiello's ability to forge consensus through outreach is a key attribute to his success as a Project Manager. For example, he led the development of the City of National City's General Plan Circulation Element, Downtown Specific Plan Update and Parking Management Plan, Citywide Safe Routes to School Program, Bicycle Master Plan, and two Active Transportation Plans, all of which involved extensive community outreach.
- ***STC has extensive experience collecting and analyzing data*** related to land use patterns, land ownership, travel data, functional classification, access management, roadway conditions, crash data, roadway networks, traffic counts, population growth, socioeconomic, and traffic conditions. Our transportation planning experts have extensive experience preparing local mobility analysis, VMT analysis and guidelines, and TDM Plans for a variety of municipalities including the Cities of Menifee, Carlsbad, Vista, and Imperial Beach. STC's analysis provides mitigation measures to improve vehicular, pedestrian, transit, and bicycle levels of service.
- ***Traffic Impact Analysis and Other Studies.*** Transportation technical studies and associated projects are prepared in-house. STC has worked closely with the City of Carlsbad, for example, in developing transportation impact analysis report guidelines that provide consistency with the City's General Plan Mobility Element Update. STC has served a critical role in navigating changes to transportation evaluation and monitoring for Carlsbad as it focuses on new approaches to achieving a balanced transportation system, such as active transportation, climate action, and smart city initiatives.



STC also provides technical support for traffic signal operations and maintenance for municipalities throughout the region. As part of these services, STC regularly directs signal maintenance and construction contractors in the field on standard tasks and provides expertise on specialized systems tasks that are typically not covered by electricians. Our services extend well beyond support and into traffic signal maintenance and asset management: ensuring contractor-supplied equipment is compatible with existing equipment; generating cost effective, multi-year device replacement plans; performing independent evaluations and audits of the traffic signal maintenance program/practices to ensure compliance with best practices; assisting with the development, evaluation, and implementation of asset management systems; and, administering and/or providing related asset inventories.

### **Task 3 – Tasks Associated with Traffic Safety**

The City needs a consultant who is intimately familiar with the City’s transportation system/needs to better serve the public and respond to community concerns regarding traffic safety. Typical traffic engineering-related responsibilities include data collection, speed surveys, traffic control warrants, pedestrian and bicycle safety enhancements, traffic calming evaluations, conceptual designs, engineered drawings, and traffic signal timing.

- ***Traffic Studies.*** STC has a diverse background in preparing and reviewing technical studies for transportation, land use and land development projects, working collaboratively on mobility studies, traffic calming studies, transportation impact analysis reports, traffic signal warrants, all-way stop warrants, line-of-sight studies, and other specialized studies that may arise as part of this contract.
- ***Traffic Calming Programs.*** STC has worked with communities to develop new traffic calming programs, identify neighborhood-based solutions, and develop citywide traffic calming solutions for arterial roadways. STC provides full-service design and implementation for traffic calming projects. We have an in-house team capable of designing intersection improvements, such as raised crosswalks, curb extensions, roundabouts, and medians.
- ***Livable and Complete Street Policies, Programs, and Designs.*** STC has played a vital role in Complete Streets programs for the Cities of Oceanside, Encinitas, Solana Beach, Imperial Beach, San Diego, National City, La Mesa, and Menifee. In the City of Encinitas, for example, STC has stayed involved with active transportation improvements for nearly every major corridor in the City. STC designed a Road Diet and Complete Streets project on Coast Highway 101 from the north city limit in Leucadia and south to Swami’s Beach. This was a high-profile project that represented the first implementation of a ten-year plan to create a reduced-traffic, bicycle and pedestrian-friendly, art-infused, curbside dining “village” through Leucadia. STC developed several concepts with City staff to provide bike lanes, sharrows, parking regulation areas, and associated new roadway cross sections.



#### **Task 4 – Other Services and Extension of Staff**

Our team is used to serving at the discretion/direction of the City Traffic Engineer or project manager on a variety of construction, capital improvement, and land development projects. Over the past decade, we have served in this capacity for a variety of municipal agencies in Riverside County. The City is looking for a consultant that is able to serve as an extension of staff to provide, for example, traffic engineering plan check services for Traffic Impact Analysis reports, Vehicle Miles Traveled analysis for CEQA clearance and other environmental reports, traffic signal plans, street lighting plans, signing and striping plans, and traffic control plans. A key element of this task is the consultant’s ability to communicate with staff clearly and effectively to manage requests flexibly, especially as the City continues to develop at a rapid pace. We have provided these types of services for a variety of regional agencies, such as the City of Menifee, for many years. For Menifee, STC developed a customized management system to organize and track plan and report reviews for land development projects. STC has also served an integral role in working with staff to develop traffic engineering guidelines and standards such as technical specifications and design criteria for traffic signals and street lights and TIA guidelines for land development projects.

#### **J. Cost Proposal**

STC’s Fee Schedule is included on the following page. Estimated man-hours will be established at the task order level. No sub-consultants are proposed for this contract.

#### **K. Additional Information**

STC distinguishes itself as having the “beginning-to-end” project team who will think about future operations, about how pedestrians and cyclists will actually approach and move through improved corridors, how City improvements will integrate with signals, how the City can leverage existing and future infrastructure to provide all users better access to amenities, and ultimately how the City can deliver fully-funded and well-engineered projects, particularly in the rapidly developing areas of Beaumont where attention is needed. Our engineers are hands-on with design improvements, advocating for the community and taking advantage of opportunities to maximize existing infrastructure without compromising vehicle safety—we have done this time and again in Western Riverside County, including nearby Banning and Hemet. We know the land uses because our engineers live and work in the area. We are small, nimble, and right-sized to provide the City of Beaumont with the level of support and attention that the City deserves.

#### **L. Insurances**

STC is able to meet the City’s insurance requirements. Upon selection, STC will provide insurance certificates as listed in the draft copy of the Professional Services Agreement.



# STC Traffic, Inc. Hourly Rate Sheet

## City of Beaumont - On-Call Professional Traffic Engineering Services

| <i>Executive/Management Classifications</i>            | Hourly Rate |
|--|-------------|
| Principal-In-Charge                                    | \$270       |
| Senior Principal Manager                               | \$250       |
| Principal Manager                                      | \$230       |
| Senior Project Manager                                 | \$210       |
| Project Manager  | \$190       |
| <b><i>Professional Engineering Classifications</i></b> |             |
| Principal Engineer                                     | \$220       |
| Senior Project Engineer                                | \$200       |
| Project Engineer                                       | \$180       |
| Associate Engineer                                     | \$150       |
| Assistant Engineer                                     | \$120       |
| <b><i>Professional Planning Classifications</i></b>    |             |
| Principal Planner                                      | \$190       |
| Senior Project Planner                                 | \$170       |
| Project Planner  | \$150       |
| Associate Planner                                      | \$130       |
| Assistant Planner                                      | \$110       |
| <b><i>Technical/Specialized Classifications</i></b>    |             |
| Senior Technical Specialist                            | \$200       |
| Construction Manager                                   | \$190       |
| Project Technical Specialist                           | \$180       |
| Construction Engineer/Inspector                        | \$170       |
| <b><i>Other Classifications</i></b>                    |             |
| Intern   | \$90        |
| Expert Witness   | \$350       |

STC Traffic is a local business and there are no direct costs for mileage.

Outsourced reimbursable expenses such as printing and reproduction, deliveries and overnight shipping, computerized plotting, materials, etc., will be charged to the client at the consultant's cost without mark-up.



# Stephen Manganiello, TE

## *Contract/Project Manager*

Mr. Manganiello has over 22 years of experience in the traffic engineering field. Prior to joining STC, Mr. Manganiello served as the Director of Public Works/City Engineer for the City of National City for eight years, while maintaining his role as City Traffic Engineer for over 13 years. He lends a unique perspective to the industry, having worked at the highest levels of management in both the public and private sectors, including serving as Acting City Manager for the City of National City.

### **On-Call Traffic Engineering and Review Services | Menifee, CA (2020-Present)**

Mr. Manganiello serves as staff extension for the City's Traffic Engineering Division supporting City staff with a variety of land development reviews and plan checks involving site plans, TIA/VMT assessments, new traffic signals and communications infrastructure, signal modifications, street lighting, signing and striping, bicycle and pedestrian facilities, parking, and traffic control. He also works closely with the City Traffic Engineer to perform a variety of traffic analyses and studies in response to community concerns regarding traffic safety. Tasks include data collection, speed surveys, traffic control warrants, pedestrian and bicycle safety enhancements, traffic calming evaluations, conceptual designs, engineered drawings, and grant writing.

### **On-Call Traffic Engineering & Review Services | Various Riverside Agencies, CA (2020-Present)**

Mr. Manganiello serves as Senior Principal Manager for STC's on-call traffic engineering contracts with the Cities of Banning (recent LRSP and HSIP Cycle 11 grants), Menifee, Moreno Valley, Temecula, La Mesa, National City, and Imperial Beach. Typical services include plan reviews, traffic calming evaluations, corridor feasibility studies, safety assessments, TIA reviews, traffic analysis, multi-modal roadway design, community engagement, active transportation planning, safe routes to school, and complete streets.

### **National City Capital Improvement Program | National City, CA (2012-2020)**

During his tenure as Director of Engineering & Public Works, Mr. Manganiello grew the size of the City's five-year CIP from \$20M to \$80M by working with elected officials and the community to identify and prioritize needs, develop solutions, and leverage a small amount of local funds to apply for competitive grants, ultimately securing over \$70 million. Under Mr. Manganiello's leadership, the City was able to deliver over \$30 million in traffic safety and active transportation projects, with an additional \$30 million in various stages of design and construction upon his departure from the City. Most of his projects involved coordination with diverse stakeholders, including non-profit community organizations, advocacy groups, local schools, regulatory agencies, transit agencies, utility companies, and private developers.

**Years of Experience:** 22

**Education:** University of Wisconsin-Madison, M.S. Civil Engineering specific to Transportation Engineering (2003); B.S. Civil Engineering (2000)

**License:** Professional Engineer (Traffic) California, #2973

#### **Areas of Expertise:**

Former City Traffic Engineer  
Plan Check/Detailed Plan Review  
CIP Program Projects/State Funding  
As-Needed Traffic Engineering  
Community Engagement  
Staff Extension



## Jason Stack, TE, PTOE

### *Principal-in-Charge/Task Lead*

Mr. Stack is the founder of STC Traffic and has over 23 years of managing transportation planning, traffic engineering, and ITS projects for various agencies throughout Riverside County. Mr. Stack brings a holistic approach to transportation planning, addressing the physical, environmental, and mobility needs of communities. He combines his strong understanding of engineering fundamentals with an expertise in operations to provide creative solutions for municipal agencies.

#### **Traffic Engineering and Grant Assistance Services | Hemet, CA**

Since 2016, STC has directly supported the City of Hemet with a variety of transportation projects involving traffic signal design, citywide traffic signal timing updates, on-call grant services, preparation of traffic control plans, engineering design for HSIP Cycle 8, and as-needed plan checks for Land Development. Mr. Stack oversaw intersection design services for the intersection of Warren Road/Auto Blvd; oversaw updates to traffic signal timing at all signalized intersections in the City to reflect the current CA-MUTCD standards; and supported a variety of grants prepared on behalf of the City including SSARP Grant, ATP 1 Bikeway Connect, ATP 2 Bike-Ped Masterplan, and HSIP Cycle 8.

#### **Local Safety Planning and Oversight | Hemet and Various Riverside Agencies, CA**

Serving as Principal-In-Charge, Mr. Stack provided oversight and senior direction for STC's past and current work on SSARs and LRSPs in Hemet, Menifee, Cathedral City, and Temecula. The Caltrans SSAR/LRSP Program was established to assist local governments in developing prioritized project locations for safety improvements based on data analysis and field conditions.

#### **On-Call Traffic Engineering Consulting Services | Jurupa Valley, CA**

Principal-In-Charge. STC's traffic engineering-related responsibilities have extended to TIA reviews, plan check, responses to signal system issues, development of traffic signal modification plans and signal timing plans, field implementation and communication troubleshooting, review of railroad concept plans/grade crossings, and constructability reviews.

#### **On-Call Traffic Engineering Services | Temecula, CA**

STC's work for the City has grown to include an on-call traffic engineering services contract. Mr. Stack provides senior direction and QA/QC review of STC's work in the City. STC provides TIA reviews, traffic study reviews, VMT analysis, traffic/civil engineering design plans, plan check services, electrical inspection, staff training on street lighting inspection, grant writing, traffic signal timing and coordination development, and work with the traffic signal control system.

**Years of Experience:** 23

**Education:** B.S. Civil Engineering, University of Massachusetts at Lowell (1999)

**License:**

Professional Engineer (Traffic) California, #2790  
PTOE, United States, #4174

**Areas of Expertise:**

ITS Planning/Design  
Traffic Signal Design  
Traffic Impact Analysis  
Traffic Signal Communications  
Traffic Signal Operations  
Adaptive Signal Timing



# Christian Lambarth, PE, TE, PTOE

## *Project Manager/Task Lead*

Mr. Lambarth has over 12 years of experience in the management of traffic engineering projects in Southern California. He specializes in traffic signal design, signing and striping design, traffic control, traffic operational analysis, street lighting, and traffic signal interconnect. Mr. Lambarth pulls from his years of experience in the transportation industry to develop PS&E that focuses on constructability, serving clients throughout Riverside County.

### **On-Call Traffic Engineering Services | Temecula, CA**

Mr. Lambarth serves as Senior Project Engineer for task orders issued by the City, along with various other standalone traffic engineering design projects. Projects he has led include the HSIP Fiber Optic Communications System Upgrade Project. As design engineer task manager, Mr. Lambarth leads design engineering task orders for utility coordination, preliminary and final engineering, specifications and estimates, bid assistance, as-builts, and QA/QC.

### **On-Call Traffic Engineering Services | Menifee, CA**

Serving as Senior Project Engineer, Mr. Lambarth is responsible for the development and delivery of task orders issued by the City, along with standalone traffic engineering design projects. Tasks completed to date include signing and striping, traffic signal modifications, median improvements, speed feedback signs, traffic control, construction support, and plan review.

### **On-Call Traffic Engineering Services | Fontana, CA**

As Project Manager, Mr. Lambarth was responsible for providing traffic signal modification for the intersection of N. Cherry Ave/Live Oak Ave. His ensured that the project deliverable exceeded expectations and conformed to City requirements and Caltrans Standard Plans and Specifications. The modified traffic signal will provide the intersection ultimate configuration and more efficient operations with permissive flashing yellow left turn movements. This project falls under STC's on-call traffic engineering contract.

### **HAWK Signal Near Ramon Road/Avenida La Paloma | Cathedral City, CA**

Cathedral City was recently awarded a HSIP Grant to construct a High-Intensity Activated Crosswalk signal near the intersection of Ramon Road/Avenida La Paloma, to address pedestrian and bicyclist collisions between Candlewood Drive and Shifting Sands Trail. Mr. Lambarth was responsible for overseeing the Basis of Design and technical memorandum for evaluating the optimal location and control type for the proposed mid-block pedestrian crossing and continues to support follow-on phases of the project.

#### **Years of Experience:** 13

**Education:** B.S., Civil Engineering , Michigan State University, East Lansing (2009)

#### **License:**

Professional Engineer (Civil) California, #86675  
Professional Engineer (Traffic) California, #2927

#### **Areas of Expertise:**

Traffic Signal Design  
Signing and Striping  
Traffic Calming  
Traffic Counts and Data Collection  
ITS Design  
Traffic Impact Analysis



## David DiPierro, TE, MBA

### *Senior Principal Manager/Task Lead*

Mr. DiPierro has 35 years of experience managing traffic engineering, signal operations, and transportation planning projects, primarily on behalf of public agencies in Southern California. He has developed transportation elements for numerous general and master plan projects focusing on mobility, circulation, and multimodal travel options. Mr. DiPierro is a highly-experienced manager, having supervised engineering teams for more than 30 years and specializing in staff development.

#### **On-Call Traffic Engineering Services | Menifee, CA**

Mr. DiPierro serves as staff extension for the City as part of STC's on-call services contract and is responsible for day-to-day communication with City staff and the public on traffic engineering related issues. Responsibilities include plan checks, responses to community concerns, grant writing, signal design, speed surveys, and traffic warrants. Mr. DiPierro and his team have performed reviews of traffic impact studies, sight distance evaluations, traffic signal and stop control warrant analyses, and support services for preparation of an Active Transportation Plan. He also oversaw the development of the City's Traffic Impact Analysis guidelines and VMT analysis guidelines.

#### **Housing Element and General Plan Update | Carlsbad, CA**

Leading STC's planning group, Mr. DiPierro serves as project manager for the project, which will update Carlsbad's General Housing Element for 2021–2029 after engaging in extensive public outreach and involvement activities and will update the General Plan with a view toward recent State legislation related to the Housing Element. Mr. DiPierro is responsible for overseeing the preparation of the traffic study component of the work, including assessing the effects of increased traffic due to potentially higher housing density and rezoning at selected locations. Scope items include traffic data collection, various roadway segment analyses, trip generation analysis for potential sites, future traffic forecasting, and VMT forecasting.

#### **City Traffic Engineer | Oceanside, CA**

City Traffic Engineer responsible for providing a safe and sustainable transportation system for all roadway users within the City of Oceanside. Routine tasks included review of traffic impact studies and traffic control plans, field reviews, sight distance evaluations and parking studies, and traffic signal and stop control warrant analyses. QA/QC manager for the following projects: City of Oceanside Circulation Element, Mission Avenue Complete Streets Project, Citywide Safe Routes to School Project, Local Road Safety Plan, and Coast Highway Corridor Project.

**Years of Experience:** 35

**Education:** M.B.A. ,San Diego State University (1997)  
B.S., Civil Engineering , University of Rhode Island (1986)

**License:**

Professional Engineer (Traffic) California, #2234

**Areas of Expertise:**

Former City Traffic Engineer  
VMT Analysis  
TIA Guidelines/TIA Review  
Traffic Calming Programs  
Policy and Land Use Planning  
Stakeholder Engagement



## Phil Kern, PE

### *Senior Project Manager*

Mr. Kern has over 35 years of experience in the planning, design, permitting and construction support of a wide range of public works, transportation, infrastructure, and capital improvement projects for public agencies. The last 20 years have focused on the design and delivery of capital projects through on-call contracts and serving as staff extension for public agencies.

#### **On-Call Engineering Services | Murrieta, CA**

Served as Project Manager from 2018-19 and was responsible for scoping/budgeting of task orders, overall project management, direction and supervision of technical staff, and management of permits. He led civil engineering and traffic design for the Murrieta Hot Springs Road Median Improvements Project.

#### **On-Call Engineering Services | Menifee, CA**

Served as Project Manager/Task Order Manager from 2017-19 and was responsible for site surveys, multidisciplinary project coordination, preparation of plans, specifications and cost estimates and design quality assurance. He managed the following task orders: Bradley Road Bridge Utility Relocations with EMWD, Haun Road/Holland Road Intersection Improvements, and Lyle Marsh Park Playground Site Preparation.

#### **On-Call Engineering Services | Indian Wells, CA**

Served as Project Manager from 2018-19 and was responsible for task order development, field investigations/surveys, multidisciplinary project coordination and preparation of construction documents as the Engineer of Work. He led the civil engineering design for the Whitewater River Drop Structure Emergency Repair Project.

#### **On-Call Engineering Services | National City, CA**

Mr. Kern has served as Project Manager under multiple on-call contracts for National City from 2010-2019, overseeing tasks including civil/traffic design, repair of major building systems, active transportation projects and development review. Specific task orders he has led include design of grading and contaminated soils abatement for Paradise Creek Park, intersection improvements for 18<sup>th</sup> Street and National City Boulevard, Westside sidewalk improvements, design of the southerly extension of Harding Avenue and design of the 14<sup>th</sup> & Harding mini-roundabout.

**Years of Experience:** 35

**Education:** San Diego State University, B.S. Civil Engineering

**License:**

Professional Engineer (Civil) CA, #40831

CalEMA Safety Assessment Program Evaluator - #68105

**Areas of Expertise:**

Civil Engineering

Traffic Signal Design

Public Works Projects

Site Survey

Project Management

Construction Support Services



## Balaji Shivaji, TE

### *Senior Project Engineer*

Mr. Shivaji brings over 14 years of experience preparing traffic engineering design plans in Southern California. He provides well thought-out solutions in mobility planning while ensuring practical, feasible design in traffic engineering. He is an expert in the preparation of various technical traffic studies, analysis studies, mobility studies, and PS&E for traffic engineering, transportation planning, active transportation, and mobility projects.

#### **Traffic Engineering and Grant Assistance Services | Hemet and Menifee, CA**

STC has directly supported the City of Hemet since 2016 with a variety of transportation projects involving traffic signal design, citywide traffic signal timing updates, on-call grant services, preparation of traffic control plans, engineering design for HSIP Cycle 8, and as-needed plan checks for Land Development. Mr. Shivaji played a critical role in development of two Systemic Safety Analysis Report (SSAR) Programs in the cities of Hemet and Menifee. Both cities achieved funding for the SSARs through the California SSAR grant program and the federal HSIP funds. The SSAR identifies roadway network safety issues and results in a list of systemic countermeasures that can be used to prepare future HSIP and other safety program grant applications. SSAR program development included evaluating crash and roadway characteristics, developing analytical tools, matching methods to improve safety to the types of crashes occurring; ranking and prioritizing locations; identifying citywide location specific improvements and systemic project recommendations; and engaging stakeholders.

#### **On-Call Traffic Engineering Consulting Services | Jurupa Valley, CA**

Senior Project Engineer. STC's traffic engineering-related responsibilities have extended to TIA reviews, plan check, responses to signal system issues, development of traffic signal modification plans and signal timing plans, field implementation and communication troubleshooting, review of railroad concept plans/grade crossings, and constructability reviews. Mr. Shivaji has supported TIA reviews, VMT reviews, and Synchro analysis, among other tasks.

#### **On-Call Traffic Engineering Services | Menifee, CA**

As Senior Project Planner, Mr. Shivaji provides transportation planning services for the City's on-call contract. Mr. Shivaji conducts reviews of TIA scoping agreements checking trip generation calculation, trip distribution, traffic forecast methodology, and compliance with city TIA guidelines. He also conducts TIA reviews for development projects, making sure that the TIA was prepared based on City TIA guidelines. These reviews also include checking analysis calculations, project impacts, mitigation measures, and fair share calculations in the TIA report.

**Years of Experience:** 14

**Education:** M.S., Civil Engineering, San Diego State University (2006)

**License:**

Professional Engineer (Traffic) California, #2946

**Areas of Expertise:**

Traffic Counts & Data Collection  
Traffic Calming Studies/Design  
Traffic Impact Analysis  
Traffic Studies Review  
Micromobility Analysis  
Synchro



## Brett Hansen, IMSA I

### *Construction Manager*

Mr. Hansen has over nine years of experience as a design engineer and construction manager, playing an integral role in various traffic engineering and electrical projects throughout the Southern California region. He is well versed in standard specifications and plans required by government agencies, skilled in field analysis, and has expertise in electrical and communications systems. He began his career in the construction industry, ultimately rising to the role of lead estimator for a

large contracting firm bidding on projects over \$100 million. This background provides Brett the ability to avoid design pitfalls and reduce schedule and change order risk.

#### **Various Traffic Engineering Services | Hemet, CA**

STC has directly supported the City of Hemet since 2016 with a variety of transportation projects involving traffic signal design, citywide traffic signal timing updates, on-call grant services, preparation of traffic control plans, engineering design for HSIP Cycle 8, and as-needed plan checks for Land Development. Mr. Hansen supported engineering design for signal equipment upgrades at 40 intersections throughout the City as part of an HSIP Cycle 8 project. Signal equipment that will be installed per the grant includes: LED safety lighting, pedestrian countdown heads, APS push buttons, and 2070 controllers. He also recently prepared signal timing plans at the modified traffic signal of Sanderson Avenue and Thorton Avenue.

#### **Jurupa Road Grade Separation Project | Jurupa Valley, CA**

STC is providing pre- and post-construction inspections and coordinating services related to traffic signaling and traffic handling for the construction of a four-lane underpass on Jurupa Road. As Construction Manager, Mr. Hansen is responsible for assisting with submittal reviews and RFIs, providing comments for Contractor's schedule, overseeing field reviews and inspection reports including constructability reviews.

#### **Limonite Traffic Signal Synchronization Project | Eastvale, CA**

For the development of the Basis of Design technical memorandum, Mr. Hansen led the field reviews to establish the existing condition of the corridor's traffic signal infrastructure. He provided details for trenching and options for conduit, along with cost estimates. These field reviews will inform the final design recommendations for required communications topology, paths, connectivity, and equipment (communication infrastructure and media/ equipment, network equipment, Intelligent Transportation System equipment) for installation and operation.

#### **Years of Experience: 9**

**Education:** B.S. Civil Engineering, minor in Mathematics, California State University, Chico (2011)

#### **Certifications:**

IMSA Traffic Signal Technician Level 1  
Corning Fiber Installation (CFI)

#### **Areas of Expertise:**

Field Inspections  
Electrical Inspections  
Technical Specifications  
Traffic Signal Systems  
Construction Management  
Construction Engineering



## Adam Lemberg, IMSA III

### *Senior Project Technical Specialist*

Mr. Lemberg has over 23 years of experience installing, troubleshooting, and maintaining traffic signals and communication networks. Mr. Lemberg provides on-call traffic operations services to numerous local agencies in Southern California. Prior to joining STC, Mr. Lemberg worked for McCain, Inc., for 14 years, where he installed many of the advanced traffic management systems in Southern California, along with the infrastructure necessary for network communications.

#### **Various Traffic Engineering Services | Hemet, CA**

STC has directly supported the City of Hemet since 2016 with a variety of transportation projects involving traffic signal design, citywide traffic signal timing updates, on-call grant services, preparation of traffic control plans, engineering design for HSIP Cycle 8, and as-needed plan checks for Land Development. Mr. Lemberg supported design of the new traffic signal at Warren Rd and Auto Blvd., and he also recently prepared signal timing plans at the modified traffic signal of Sanderson Avenue and Thorton Avenue.

#### **On-Call Traffic Engineering Consulting Services | Jurupa Valley, CA**

Senior Project Technical Specialist. STC's traffic engineering-related responsibilities have extended to TIA reviews, plan check, responses to signal system issues, development of traffic signal modification plans and signal timing plans, field implementation and communication troubleshooting, review of railroad concept plans/grade crossings, and constructability reviews. Mr. Lemberg has been responsible for the implementation of signal timing on critical intersections/corridors.

#### **On-Call Traffic Engineering and Support | Menifee, CA**

Senior Project Technical Specialist on the City of Menifee's On-Call Traffic Engineering and Support contract. In this role, he is responsible for providing signal timing, signal operations, and traffic systems services for on-call tasks. Mr. Lemberg developed coordination timing for the Newport Road and Scott Road corridors which included the I-215 Caltrans on-ramps and off-ramps.

#### **On-Call Traffic Engineering and ITS Services | Chula Vista, CA**

Mr. Lemberg serves as a Senior Project Technical Specialist and has worked on several traffic signal timing and communications networking projects. He was responsible for developing, implementing, and documenting coordinated signal timing at the intersections of 1-805 SB off-ramp/Telegraph Canyon Road and Telegraph Canyon Road/Nacion Avenue. Having served as the task manager for the Chula Vista Traffic Signal Communications Center and Traffic Management Center design-build, Mr. Lemberg has extensive working knowledge of the City's communications network.

**Years of Experience:** 23

**Affiliations:** International Municipal Signal Association (IMSA) Member

**Certification:**  
IMSA Level III

#### **Areas of Expertise:**

Traffic Management Centers  
Traffic Signal Timing and  
Coordination Plans  
Traffic Signal Communications  
Advanced Traffic Management  
Systems



# Alain Hungerford, IMSA I

## *Project Technical Specialist*

Mr. Hungerford has over nine years of experience in providing support for ATMS/ITS deployments and continued operation for various agencies throughout Southern California. Mr. Hungerford worked previously as a Technical Systems Specialist at McCain, Inc. He works closely with City Engineers, providing detailed information to assist in decision-making while performing operational improvements. Mr. Hungerford supports traffic signal operations and systems with specialized expertise in TMCs.

### **On-Call Traffic Engineering Consulting Services | Jurupa Valley, CA**

Project Technical Specialist. STC's traffic engineering-related responsibilities have extended to TIA reviews, plan check, responses to signal system issues, development of traffic signal modification plans and signal timing plans, field implementation and communication troubleshooting, review of railroad concept plans/grade crossings, and constructability reviews. Mr. Hungerford has been responsible for Synchro/implementation of signal timing on critical intersections/corridors.

### **On Call Traffic Signal Engineering Services | Menifee, CA**

Mr. Hungerford assists with operational aspects and the creation and optimization of signal timing, ATMS deployment, and communications infrastructure. He actively worked alongside City IT and Traffic Engineers to establish the deployment of Transparency ATMS, providing access to over 70 of the City's signals – he proposed the networking equipment required and is overseeing the deployment for a complete signal communications infrastructure throughout the City. Simultaneously, he assisted in the first-time conversion from the outdated 170 controller platform to the ATC platform with McCain's Omni controller software citywide.

### **On-Call Project Support Services for Capital Improvement Program | National City, CA**

Systems technical specialist whose responsibilities include field and TMC support for the signal communication system and traffic signals equipment upgrades. Mr. Hungerford is involved in the ITS planning and communications infrastructure and is part of the STC team providing expertise in switching technologies, including the configuration of their Cisco Catalyst 3950 Stack. Mr. Hungerford has been involved in the configuration and deployment of 27 new 2070 controllers running McCain Omni software and the integration of 20 Digi N2S-170 Serial to Ethernet Cards. In total, he has help bring forty-seven signals back online that have been offline for several years. Most recently, Mr. Hungerford has been involved in a complete overhaul of the citywide signal timing.

**Years of Experience:** 9

**Affiliations:** International Municipal Signal Association (IMSA) Member

**Certification:**

IMSA Level I

**Areas of Expertise:**

Traffic Counts and Data Collection

Traffic Signal Timing and

Coordination Plans

Traffic Signal Communications

Video Detection Systems



## Ashley Adamos, EIT

### *Project Engineer*

Mr. Adamos is a project engineer with seven years of versatile experience in traffic engineering and transportation planning. She has extensive experience in all project phases including production of evaluations, studies, grant applications, PS&E, and record drawings for various active transportation, traffic engineering, and ITS projects for municipalities on an on-call basis. Ms. Adamos is an expert at aligning municipal goals with grant funding opportunities.

#### **Local Roadway Safety Plan & SSAR | Hemet, Banning and Riverside County Agencies, CA**

Ms. Adamos serves as a task lead for preparation of LRSPs under various on-call contracts. She is responsible for the heavy lifting of developing the countermeasure toolboxes, identifying Priority Projects, and overseeing preparation of the draft LRSP reports. She has recently completed LRSP projects for the Cities of Cathedral City, Temecula, and La Mesa. Ms. Adamos is STC's resident "grant guru" and has prepared grant applications for the HSIP, ATP, Safe Routes to School (SRTS), and Smart Growth programs. She has prepared over 35 grant applications for nine different agencies and has achieved nearly \$22M in grant funding for roadway safety projects. Ms. Adamos played a critical role in development of two Systemic Safety Analysis Report (SSAR) Programs in the cities of Hemet and Menifee.

#### **On-Call Traffic Engineering Services | Eastvale, CA**

As Project Engineer, Ms. Adamos was responsible for drafting the Basis of Design for communications system and traffic signal improvements to improve operations along Limonite Avenue. The project corridor includes eight traffic signals operated by the City and two traffic signals operated by Caltrans for the I-15 northbound and southbound ramps. The purpose of the technical memorandum is to establish the condition of existing traffic signal infrastructure, identify system improvement alternatives for implementing traffic signal synchronization, and present budgetary costs. Ms. Adamos managed fieldwork documentation, coordinated with equipment vendors, developed budgetary cost estimates, and conducted research for advanced dilemma zone detection systems.

#### **On-Call Traffic Engineering Services | Menifee, CA**

Ms. Adamos serves as staff extension for the City as part of STC's on-call services contract and is responsible for supporting City staff and the public on traffic engineering related issues. She was responsible for preparing the SSAR to identify citywide roadway safety solutions to integrate into a master plan for future HSIP and other safety program grant applications. She is intimately familiar with the City and supports a variety of projects related to active transportation, responses to community concerns, grant writing, and traffic studies.

#### **Years of Experience: 7**

**Education:** B.S., Civil Engineering, Cal Poly, Pomona (2011); UC Berkeley Institute of Transportation Studies, Traffic Signal Operations: Coordination for Corridors; Traffic Signal Operations: Isolated Intersections (2019)

**License:** Engineer-in-Training (EIT), California, #144928

#### **Areas of Expertise:**

Traffic Counts & Data Collection  
Intersection Control Evaluation  
Traffic Signal Design  
Traffic Control Design  
Street Lighting Design  
Warrant Analysis



## Myles Baidy, EIT

### *Project Engineer*

Mr. Baidy has five years of experience in transportation planning and intersection operation analysis. He has provided data analyses on numerous transportation planning projects. He has worked on projects throughout the State of Massachusetts, primarily in Boston, and most recently in the San Diego County region giving him a unique perspective on transportation solutions and innovation.

He has significant experience in transportation planning, including detailed analysis of transportation impacts analysis, LOS, roadway safety audits, and complete street policies and programs. He also has experience in community outreach, intersection modeling, and traffic signal design.

#### **HAWK Signal Near Ramon Road/Avenida La Paloma | Cathedral City, CA**

Cathedral City was recently awarded a HSIP Grant to construct a High-Intensity Activated Crosswalk signal near the intersection of Ramon Road/Avenida La Paloma, to address pedestrian and bicyclist collisions between Candlewood Drive and Shifting Sands Trail. Mr. Baidy supported preparation of the technical memorandum/Basis of Design for evaluating the optimal location and control type for the proposed mid-block pedestrian crossing and continues to support follow-on phases of the project.

#### **On-Call Traffic Engineering Services | Menifee, CA**

Mr. Baidy conducts a variety of planning and preliminary engineering studies to support City initiatives under the on-call services contract. Recent projects he has completed include developing a spreadsheet to track Riverside County projects that border the City and provide mitigation recommendations for projects that impact Menifee roadways, a signal/all-way stop warrant analysis for Menifee Road at Mapes Rd & Menifee Road, and conducting speed counts to determine speed limit thresholds citywide.

#### **Local Roadway Safety Plan | Temecula, CA**

STC provided professional engineering services to prepare a Local Roadway Safety Plan (LRSP) analysis for the City of Temecula. The LRSP will play a key role in addressing crash risk and identify specific or unique crash conditions that may contribute to crashes on the City's roadway system. Mr. Baidy conducted a preliminary review of pertinent city documents applicable to the City's street system and collected and reviewed traffic collision data and any relevant planned improvements. Traffic collision data was utilized to identify any critical safety issues from which proven counter measures were derived and implemented in the documentation of the City's local roadway safety plan.

**Years of Experience:** 5

**Education:** B.S., Civil Engineering, University of Massachusetts Amherst ()

**License:**

Engineer-in-Training (EIT) #26030

**Areas of Expertise:**

Transportation Planning  
Traffic Impact Analysis  
Complete Streets Programs  
Transportation Demand Management  
Data Analysis



## Brandon Schlueter, EIT

### *Project Engineer*

Mr. Schlueter has over five years of experience as a project engineer at STC Traffic in preparing plans, specifications, and estimates (PS&E) for traffic engineering projects throughout Southern California. He has substantial experience conducting field observations and developing signing and striping plans, traffic control plans, and traffic signal modifications. Mr. Schlueter's diverse background and proficiency enables him to perform high-quality traffic engineering work.

#### **On-Call Traffic Engineering Consulting Services | Jurupa Valley, CA**

Project Engineer. STC's traffic engineering-related responsibilities have extended to TIA reviews, plan check, responses to signal system issues, development of traffic signal modification plans and signal timing plans, field implementation and communication troubleshooting, review of railroad concept plans/grade crossings, and constructability reviews. Mr. Schlueter has supported traffic signal modifications on Valley/Mission, among other engineering tasks.

#### **On-Call Traffic Engineering Services | Carlsbad, CA**

For the City of Carlsbad As-Needed Engineering Services contract, STC provided traffic signal timing and upgrade services citywide. Mr. Schlueter helped make measurements and calculated slopes used to upgrade the signal timing plans. Mr. Schlueter also helped to evaluate current advanced loop placement and recommended upgrades as needed. For a separate project under this contract, Mr. Schlueter assisted with traffic signal timing/coordination for three main commuter corridors.

#### **On-Call Traffic Engineering Services | Encinitas, CA**

To reduce speeds and create safer passage of pedestrians and bicyclists along Balour Drive, STC provided signing and striping plans that included installation of a RRFB midblock crossing. Mr. Schlueter served as a design engineer for the traffic calming project. Serving as an assistant engineer on the Leucadia Boulevard Green Bike Lane Project, Mr. Schlueter provided engineering support in the design of green buffered bicycle lanes along Leucadia Boulevard.

Mr. Schlueter was responsible for preparing signing and striping plans, specifications, and estimates that included green buffered bike lanes along 1.5 miles of the corridor and five signalized intersections. Design efforts included adhering to the City of San Diego Bike Design Guidelines and NACTO Guidelines with both bike lane markings and other special signage.

#### **Years of Experience: 5**

**Education:** San Diego State University, B.S., Civil Engineering (2015)

#### **Certifications:**

Engineer-in-Training (EIT) California, #158520

#### **Areas of Expertise:**

Traffic Calming Studies/Design

Traffic Signal Design

Traffic Control Design

Signing and Striping Design

Signal Timing and Coordination Plans



## Joseph Walters, IMSA II

### *Project Engineer*

Mr. Walters has over 11 years of experience in traffic engineering design and traffic systems and operations implementation for various public municipal projects. He has experience preparing PS&E for traffic engineering/ITS projects, including federally-funded design projects. Mr. Walters is IMSA Level I certified and experienced in traffic signal timing, traffic signal equipment, communications networks, and ITS systems.

#### **Traffic Engineering and Grant Assistance Services | Hemet, CA**

Since 2016, STC has directly supported the City of Hemet since 2016 with a variety of transportation projects involving traffic signal design, citywide traffic signal timing updates, on-call grant services, preparation of traffic control plans, engineering design for HSIP Cycle 8, and as-needed plan checks for Land Development. Mr. Walters provides plan checks for signing/striping, traffic control, traffic signals and street lighting. He ensures that STC's designs are up to City standards and comply with ADA, CA-MUTCD, and Caltrans standards.

#### **On-Call Traffic Engineering Review Services | Menifee, Jurupa Valley, and Various Agencies, CA**

Project Engineer. STC's traffic engineering-related responsibilities have extended to TIA reviews, plan check, responses to signal system issues, development of traffic signal modification plans and signal timing plans, field implementation and communication troubleshooting, review of railroad concept plans/grade crossings, and constructability reviews. Mr. Walters has supported traffic signal modifications on Valley/Mission, among other engineering tasks.

#### **On-Call Project Support for Capital Improvement Program | National City, CA**

Mr. Walters serves as project engineer for various traffic engineering and construction management tasks for the City of National City on an on-call basis. He has performed field reviews, prepared design plans for new traffic signals and traffic signal modifications, and prepared PS&E packages for various projects. Mr. Walters served as designer for three traffic signal modification projects, performed field reviews, developed traffic signal modification plans, and assisted with PS&E.

#### **On-Call Traffic Engineering Services | Carlsbad, CA**

Mr. Walters serves as project engineer responsible for providing various traffic engineering and traffic systems and operations tasks for the City of Carlsbad on an as-needed basis. His experience includes performing traffic signal cabinet equipment inventories and troubleshooting traffic signal equipment such as conflict monitor units, battery back-up systems, ethernet switches, etc.

**Years of Experience:** 11

**Education:** B.S., Civil Engineering, San Diego State University (2008)

**Certifications:**

IMSA I Roadway Lighting  
IMSA Work Zone Safety

**Areas of Expertise:**

Traffic Engineering Plan Check  
Traffic Signal Design  
Signal Timing and Coordination Plans  
Streetlighting Design  
Traffic Signal Communications  
Technical Specifications



## Philip Wragg, AICP, MCP

### *Project Planner*

Mr. Wragg has over eight years of specialized experience in transportation planning and travel behavior. He has managed various transportation planning projects and analyzed travel behavior across demographics. He has worked on projects in the UK, the Middle East, and North America and brings a unique international perspective on transportation solutions and innovation. He has significant experience in transportation planning, including detailed analysis of transportation impacts analysis, Level of

Service, and Vehicle Miles Traveled. He also has experience in community outreach, travel behavior modeling, intersection modeling, and interagency coordination.

#### **On-Call Traffic Engineering Services | Menifee, CA**

Mr. Wragg has conducted numerous reviews of traffic impact studies and pre-study scoping agreements on behalf of the City of Menifee as part of STC's on-call contract. These have been for a range of developments, including family and senior residential, mixed-use commercial and retail (offices, shops, restaurants including fast food), and gas stations. The reviews require detailed sense-checking of study areas, intersection and roadway capacity analyses, thresholds of significance, project and cumulative traffic impact scenario testing (including existing, opening and horizon years), mitigation proposals, and project fair share calculations.

#### **Murrieta Creek Bridge TIA/VMT | Temecula, CA**

Mr. Wragg was responsible for developing the traffic impact analysis report in support of the permit application for provision of a new creek crossing in Temecula. Complex distribution plans were drawn up and scoping discussions with the City were undertaken to inform the TIA. The project also includes the provision of bike trail undercrossing so that existing trails will not be severed by the new bridge. This is one of the first studies to which the City will apply SB 743 requirements and Mr. Wragg is currently advising the City regarding VMT analysis inclusion in the project environmental documentation.

#### **VMT Guidelines Update | Oceanside, CA**

Per SB 743, the California Environmental Quality Act requires lead agencies to evaluate VMT impacts. Mr. Wragg assisted in VMT analysis for the City of Oceanside and reviewed documentation to ensure compliance with SB 743 under CEQA analysis of transportation projects. The updated guidelines outline the steps to determine project VMT impacts, recommend thresholds of significance, and recommend mitigation measures.

#### **Years of Experience: 8**

**Education:** Master of City Planning, University of the West of England B.A., Economics, University of Greenwich

**Certifications:** AICP – Certified Planner with the American Institute of Certified Planners

#### **Areas of Expertise:**

Traffic Impact Analysis  
Multi-Modal Level of Services  
VMT Analysis  
Transportation Demand Management  
Signal Warrant Analysis



RFP for On-Call Professional Traffic Engineering Services

Addendum No. 1  
Request for Clarifications (RFC)/ Questions

Q1. The RFP states, “Scope of Services: Provide a description of the tasks, sub-tasks, and deliverables that will be provided. The Scope of Services should include a detailed description of all work described in Exhibit A, as well as any additional work items identified by the Consultant as necessary to the completion of the project design. The Scope of Services should be presented in a logical format that can be easily attached to the Professional Services Agreement (Exhibit B).” Since there is not a specific project attached to the On-Call Request for Proposal, can you please provide more information on how we address this section?

**City of Beaumont Response:** Please see the detailed scope of services in Section A. As stated “The following list of traffic engineering services is not comprehensive; however, it includes the tasks that are likely to be requested as on-call traffic engineering services. To be eligible for consideration, the proposer must provide evidence of experience and proficiency in all the following tasks.”

Q2. The RFP states, “Cost Proposal: The cost proposal should include a fee schedule, and hourly billable costs for the itemized Scope of Services. All hourly fee schedules should be based on the consultant’s current fee schedule rates. Rates shall be fixed for the duration of the contract. The costs proposal shall clearly identify the estimated man-hours by classification and expenses required for each task, separated by team members, including all sub-consultants and contractors required to complete the Scope of Services.” Since there is not a specific project attached to the On-Call Request for Proposal, can we skip this section or just send an hourly rate sheet instead?

**City of Beaumont Response:** Fee schedules and rates shall be provided as described in the RFP. Estimates for additional work may be requested based upon fee schedule provided.

Q3. Each proposal shall be limited to a maximum of 20 pages single sided (not including resumes or addenda), using a minimum 12-point font size. Are the cover, letter, table of contents, tabs, and back cover excluded from the 20 pages?

**City of Beaumont Response:** Cover letter, table of contents, tabs, and back cover are excluded.

Q4. The RFP states, “To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized and contain all information as specified below:”. For any of the custom items/text you are requesting that are not listed in the Proposal Requirements section be placed in the letter?

**City of Beaumont Response:** No custom items/text are requested in the RFP.

Q5. We have one more question to add to the list please. It states the Proposal is to be 20 pages. Is that 20 pages for each Task identified in the Request for Proposal as a submittal (ex. Four separate submittals - one each for Tasks 1, 2, 3, and 4)? If not, would you be willing to adjust the page limit so we can provide detailed information regarding our experience and ability to provide the services listed?

**City of Beaumont Response:** Page limit is for the whole proposal as described in the RFP, and not per task. Per the RFP, it does not include resumes or addenda. Page limits will remain as described in the RFP.

Q6. Since this is primarily a traffic engineering on-call, does the traffic engineering firm also need to complete the civil CIP design information outlined in Task 1? Those are typically led by a civil firm, not a traffic engineering firm as it relates to roadways and/or structure design. Additionally, the appropriate civil firm may change based on the task at hand. Can we add a civil sub if/when that service is needed, or do we need to identify a civil sub as part of this submittal?

**City of Beaumont Response:** It is expected that selected consultant(s) will only be responsible for the traffic engineering component (which may include items listed in Task #1). The consultant is expected to collaboratively work with both in-house staff and outside City consultants in order to effectively deliver project(s).

Q7. Given the long holiday weekend, may we request a deadline extension to December 21<sup>st</sup>?

**City of Beaumont Response:** The submission deadline will be extended to December 19, 2022 at 11:00AM.

Any questions regarding this should be sent to:  
Grace Wichert  
[gwichert@beaumontca.gov](mailto:gwichert@beaumontca.gov)

STC acknowledges receipt of Addendum No. 1.

A handwritten signature in blue ink that reads "Jason Stack". The signature is written in a cursive style with a large, sweeping initial "J".

Date: 12/15/2022

**EXHIBIT "B"**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**(insert behind this page)**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)  | Location(s) Of Covered Operations  |
|---|--|
| Any person or organization whom you are required to add as an additional insured to this policy under a written contract executed prior to the occurrence which results in bodily injury or property damage under Coverage A, or the offense which results in personal and advertising injury under Coverage B. | All locations where your ongoing operations are performed for any additional insured as specified in a written contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.  |  |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDMENT - ADDITIONAL INSURED -  
PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

**SCHEDULE**

**Additional Insured:**

CITY OF BEAUMONT

- A.** Information to complete the Schedule, if not shown above, will be shown in the Declarations.

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

As respects the Additional Insured shown in the Schedule above, this insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured, provided that:

- B.** The Additional Insured is a Named Insured under such other insurance; and
- C.** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the policy remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

|  |
|--|
| <b>Name Of Person Or Organization:</b><br><br>CITY OF BEAUMONT   |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

**4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

**5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

**6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

**7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

**8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 57 WEC GI9278

**Endorsement Number:**

**Effective Date:** 01/01/23

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** STC TRAFFIC, INC.

5973 AVENIDA ENCINAS STE 218  
CARLSBAD CA 92008

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_ Authorized Representative



## CONTRACT / AGREEMENT FOR CITY MANAGER SIGNATURE

Today's Date \_\_\_\_\_

Contract/ Agreement with:

\_\_\_\_\_

Please checkmark if all requirements for this contract/agreement submission are complete or applicable.

**yes no**

\_\_\_\_ Procurement Process: Quotes Informal Bid **Formal Bid** (circle one)

\_\_\_\_ This contract/agreement has been reviewed by a city attorney.

\_\_\_\_ Scope of services are under \$25,000.

\_\_\_\_ Has been approved by City Council as a budgeted project or otherwise.

\_\_\_\_ Reviewed and approved by the Procurement and Contract Specialist.

\_\_\_\_ All attachments included.

Projected Effective Date: \_\_\_\_\_

NOTES: \_\_\_\_\_

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Submitted by

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