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. 6th Street, Beaumont, California 92223 and Fehr & Peers, a California Corporation whose address is 3750 University Avenue, Suite 225, Riverside, California 92501 ("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 D. Pack, P.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^{th}) 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. <u>General Conditions pertaining to Insurance Coverage</u>

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:	**CONTRACTOR:**
CITY OF BEAUMONT	FEHR & PEERS
By:_____ Julio Martinez III, Mayor	By:_____ Print Name:_____ Title:_____

EXHIBIT "A"

PROPOSAL

(insert behind this page)

City of Beaumont

Proposal for On-Call Traffic Engineering Services

Submitted to:
Grace Wichert
City of Beaumont

Submitted by:
Fehr & Peers
3750 University Avenue, Suite 225
Riverside, CA 92501

Submitted on:
December 19, 2022

December 19, 2022

A. Cover Letter

Ms. Grace Wichert,
Procurement and Contracts Specialist
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

Subject: Proposal for On-Call Traffic Engineering Services

Dear Ms. Wichert,

At Fehr & Peers, our core value is to "...transform transportation consulting as the most trusted partner in the communities we serve..." Given this mission, our focus is to be that trusted partner and focus on continued work with the local communities we serve, such as Beaumont. Serving these communities from our local offices gives us an understanding of the issues and needs of the community, which better allows us to develop solutions that represent the goals and values of the agency.

To that end, we have enjoyed working with the City of Beaumont since we began work on the Mobility Element as part of the City's General Plan Update. Since that time, we have assisted the City with several tasks, most recently assisting with the I-10/Pennsylvania and the I-10/ Highland Springs Interchange Projects. We have enjoyed our work with the City and believe that we can continue to be a trusted partner to the City through this on-call effort.

Fehr & Peers was founded in 1985. Since that time, we have focused on being the best transportation planning and traffic engineering firm we can be. Given this niche focus, we specialize in most of the services requested in RFP, including:

- Task 1 Assisting with Capital Improvement Projects (CIPs) – Led by Jason Pack, P.E. and Delia Votsch, P.E. in our office, both of whom have extensive experience doing infrastructure related traffic work (including Caltrans projects)
- Task 2 Traffic Operations Analyses – Led by Delia and Biling Liu in our office, they will apply their knowledge of working with the RIVCOM travel demand model and City of Beaumont General Plan travel demand model to assist with forecast development. Additionally, they are both experts in operations applications including Synchro, SimTraffic, and Vissim.
- Task 3 Traffic Safety – Steve Brown, P.E. and Diwu Zhou, P.E., RSP would lead any safety-related efforts. Both are experts in safety related work, as Steve led our work in developing the bicycle and pedestrian safety audit program through the State/UC Berkeley and both are actively involved in Local Roadway Safety Planning (LRSP) efforts in the Inland Empire.
- Task 4 Other Services and Extension of City Staff – Led by Jason and Delia, we can assist the City as an extension of staff. Jason currently serves this role for the City of Rancho Cucamonga, and Delia serves this role for the City of Fontana. Depending on the need and availability, they will both likely be involved in assisting the City with this task.

Although we specialize in all of these services, we have added one subconsultant to our team to enhance our services to the City. That subconsultant is Traffex Engineers.

Although Fehr & Peers' staff can develop recommended signal timing parameters and implement them in the field, we have partnered with Nazir Lalani, P.E., at Traffex Engineers on a variety of efforts throughout Southern California to assist with signal timing implementation. To put it simply, Nazir and his staff are unmatched in their ability to efficiently implement and "tweak" signal timing in the field to provide better coordination. As such, we have added them to our team to provide a higher level of value to the City for those specific services outlined in Task 2.

Please note, I am authorized to negotiate the final agreement between the City and Fehr & Peers. Additionally, depending on the total value of the on-call agreement, I am authorized to execute the contact on behalf of Fehr & Peers up to $250,000. If the contract value exceeds that amount, I am still authorized to negotiate the final agreement, but the contract will need to be executed by Steve Brown. My contact information is presented below:

Jason D. Pack, P.E.
Principal
3750 University Avenue, Suite 225
Riverside, CA 92501
j.pack@fehrandpeers.com
(951) 308 - 6312

The cover letter constitutes certification that Fehr & Peers, under penalty of perjury, complies with nondiscrimination requirements of the State and Federal Government.

Fehr & Peers nor any of its employees have a financial interest within the City that would benefit from this award. Although we do work with private clients that have interest in properties all over Southern California, we are currently not engaged on any efforts with them in the City where they would derive benefit from this award.

We have read and acknowledge Addendum 1.

We look forward to hearing back from the City.

Sincerely,

FEHR & PEERS

Jason D. Pack, PE
Principal

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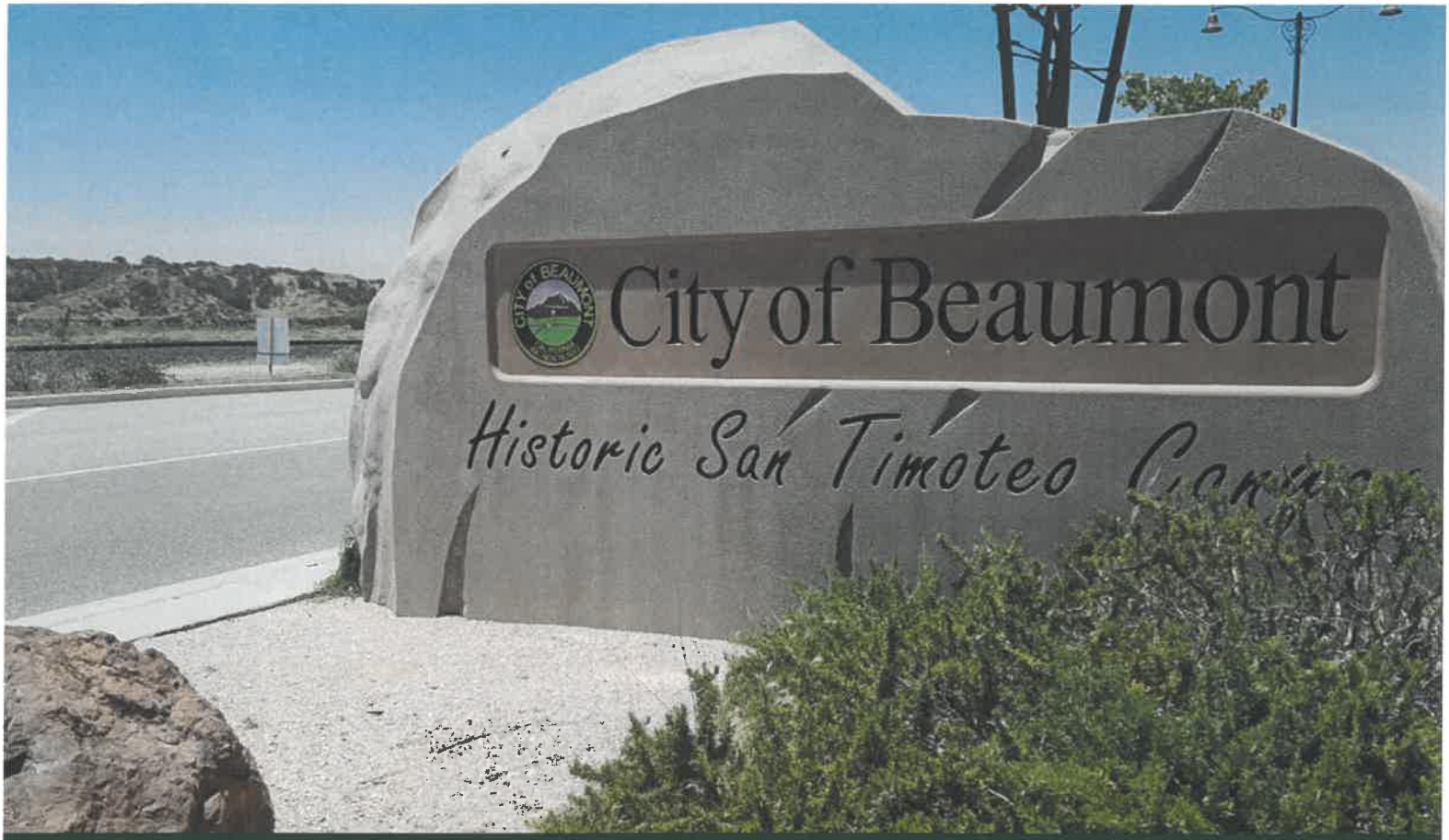

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B. Introduction/Information

Fehr & Peers is passionate about transforming transportation consulting through innovation and creativity. The firm derives inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. Clients trust Fehr & Peers to help them overcome barriers and uncertainty by combining advanced expertise with curiosity, humility, and initiative to deliver implementable, data-driven solutions that reinforce community values. From the most straightforward to the most complex, team members actively listen to client and community needs and handle every project with diligence and focus.

With a focus on innovation, Fehr & Peers differentiates itself by investing in research and development to anticipate needs, explore the unknown, and collaboratively imagine a better future. The company's culture of applied innovation generates an appetite for new and better ways of approaching problems, motivates team members to explore emerging transportation concepts and mobility trends, and inspires the development of new analytical tools and techniques.

As the firm grows, a steadfast commitment to inclusive, local, and long-term community relationships remains central to the core philosophy. Many of the company's client relationships are decades long, built on years of listening, understanding, collaboration, and successful outcomes. Clients of Fehr & Peers have appreciated the firm's long-term commitments to local communities, trusting the team as their objective partner in transportation since 1985. Together with the firm's clients, Fehr & Peers is motivated by shared success, inclusive partnerships, and the positive impact the company's work has on the communities it serves.

We purposefully maintain a focus on transportation consulting, serving client needs including the following:

- Transportation Engineering – corresponds with Task 1 of the RFP
- Transportation Forecasting & Operations – corresponds with Task 1 and Task 2 of the RFP
- Safety – corresponds with Task 3 of the RFP
- Active Transportation
- Land Use & Transportation
- Climate & Resilience
- Parking
- Communications & Engagement
- Data Science
- Transit Planning
- Emerging Technologies
- Equity in Transportation
- Freight

We believe that all of our specialty focus areas correspond to Task 4 of the RFP – using our expertise in each of these areas to serve as an extension of city staff.

Fehr & Peers has also proposed to add Nazir Lalani and his staff from Traffex Engineers to assist with Task 4 of this effort. Simply put, Nazir and his staff are unparalleled in implementing and fine tuning signal timing for corridor progression enhancements.

TRAFFEX ENGINEERS

Traffex Engineers is a transportation consulting firm offering a unique blend of services to the transportation industry. Since 1996, the firm has been providing traffic engineering consultation, technical training, and expert witness services throughout California.

- Traffic engineering services for city and county agencies
- Expert Witness for plaintiffs and defense in tort litigation proceedings
- Training and instruction through the Institute of Transportation Studies at U.C. Berkeley and American Society of Civil Engineers
- Traffic safety evaluations to local California agencies on behalf of U.C. Berkeley's Institute of Transportation Studies Technology Transfer program

Additionally, Nazir was the primary author of two reports on pedestrian crosswalk treatments; the widely respected informational report, "Alternative Treatments for At-Grade Pedestrian Crossings" and the NCHRP Report 562 entitled "Improving Pedestrian Crossing Safety at Unsignalized Locations", which he co-authored.

Traffex Engineers is currently contracted with the Cities of La Quinta, Rancho Mirage, Ojai, and Indian Wells in Southern California to provide comprehensive engineering services.

Project Understanding

We understand that the purpose of the project is to provide support services to the City of Beaumont for specific traffic engineering tasks. The Fehr & Peers team can fulfill all requirements associated with the traffic engineering components, as described below:

Task 1 - Tasks Associated with Capital Improvement Project (CIP)

As part of this task, our efforts really are focused in three key areas: (1) analysis in support of infrastructure projects, (2) preparation of design plans to support project delivery and/or control traffic during project construction, and (3) coordination activities associated with public agencies/ utilities and/or assisting with funding applications.

1. For analysis in support of infrastructure projects, we have unmatched experience in Beaumont and in the Inland Empire in this category. Over the past six years, we have completed 20 projects on the Caltrans District 8 State Highway System that include Traffic Engineering Performance Assessment (TEPA) documents for interchange improvements during PSR/PDS phase, and Traffic Operations Analysis Report (TOAR) documents for interchanges (like I-10/Pennsylvania and I-10/Highland Springs) and major freeway corridor projects (like the I-10 Truck Climbing Lanes project and the I-15 Express Lanes Project Southern Extension). All of these efforts included travel demand forecasting using models (like the City of Beaumont General Plan model or the current RIVCOM model (both of which Fehr & Peers helped develop)) and operations assessment using Synchro, Vistro, HCS, or VISSIM.

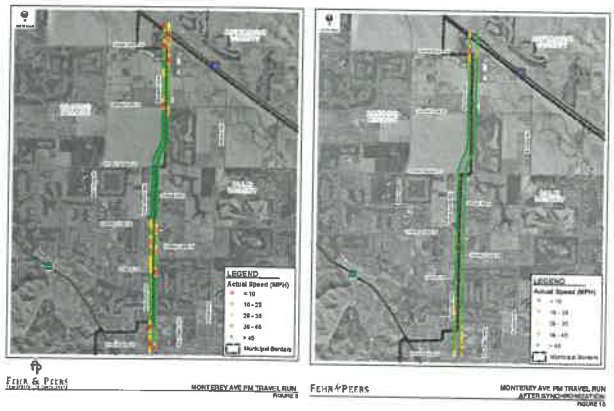
2. Fehr & Peers has done traffic engineering design for over 30 years. This consists of signal design, signing and striping design, lighting design, roundabout layout, traffic control plans, and detour plans. We have completed this for private sector clients, colleges and universities, and cities and counties throughout the Western United States. Please note, we do not do traditional civil engineering design (e.g. roadway layout, structural design, geotechnical, etc.) and would have to work with City consultants on any work that requires civil involvement.

3. Fehr & Peers routinely coordinates with agency and utility staff. Given that our design work typically focuses on electrical design components, we routinely coordinate with electrical providers as part of our design efforts. Additionally, we routinely coordinate with other agency staff (city, county, Caltrans, etc.) on our projects that would also fall under this category.

Task 2 - Tasks Associated with Traffic Operation and Analysis

This task is really the bread and butter of what Fehr & Peers excels at. Specifically, we have been doing traffic operations analysis since our founding in 1985. We were early micro-simulation adopters as we saw the value in understanding how congestion, that builds over space and time, can affect project design and considered alternatives. In fact, we are the largest user of Synchro and VISSIM in the US, completing countless operations projects on the State Highway System and on the local roadway system.

Fehr & Peers has worked with Traffex Engineers to assist in developing signal coordination and implementation. Our goal is to utilize Fehr & Peers' operations expertise to assist in developing signal timing parameters but utilize Traffex Engineers' experience to fine tune those plans in the field.



Finally, Fehr & Peers has the expertise to complete parking assessments. These studies have typically included shared parking assessments, parking demand assessments to estimate a project's parking demand, parking management studies, and areawide parking studies to help identify broader parking strategies for a larger area (such as our work in Downtown Fullerton and Downtown Temecula). For parking studies, we have routinely found that having solid data to rely on when making decisions can assist in engaging discussions related to parking.

Task 3 - Tasks Associated with Traffic Safety

Safety has been a huge focus in the transportation industry recently and a large focus of our efforts over the past decade. Prior to that, most of our safety work focused on collision analyses and trends in addition to serving as expert witnesses for public agencies during litigation.

Over the past ten years, our safety focus has shifted significantly as many of our clients are interested in ITE's Safe Systems Approach to improving mobility, completion of Systemic Safety Analysis and Reporting (SSAR) studies, Local Roadway Safety Plans (LRSPs), Safe Routes to School (SR2S) efforts, and assisting a variety of agencies throughout the US in Vision Zero efforts. All of these safety efforts nests well with our multi-modal expertise to assist agencies in making informed decisions when improving the safety of the mobility network.

In addition to the above referenced safety efforts, we routinely complete other more routine efforts related to safety, including traffic control warrant assessment (such as signal warrant analyses), traffic calming assessment, and routine collision review and assessment.

Please note, that we have identified Steve Brown to lead our safety assessment for Fehr & Peers. Besides being heavily involved in our Safety research and development group, he has also co-authored the US Traffic Calming Manual and UC Berkeley's Pedestrian Safety Audit Manual.

Task 4 - Other Services and Extension of City Staff

As part of this task, we will serve as an extension of City staff as directed by the City. This is similar in scope to efforts we currently work on with Rancho Cucamonga, Fontana, Eastvale, SBCTA/SBCOG, WRCOG, and other agencies. Typically, our work includes standard traffic engineering efforts (traffic counts, parking support, traffic study review, or anything else that agencies need).

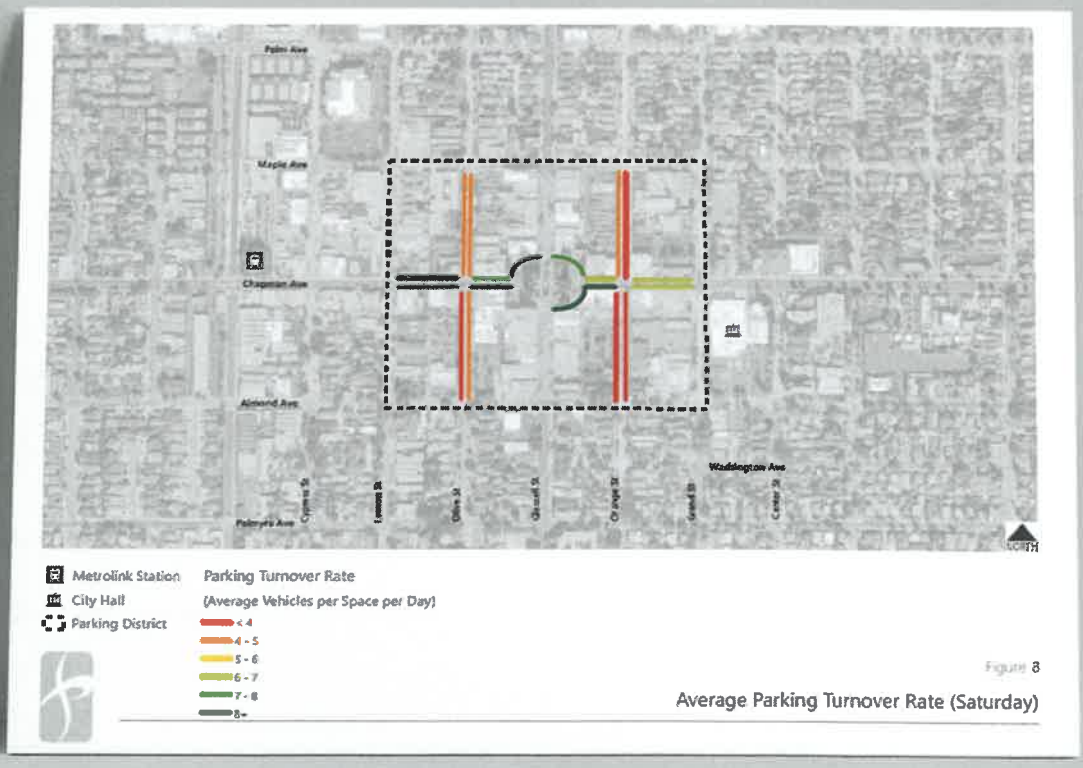


Figure 8
Average Parking Turnover Rate (Saturday)

Scope of Work Objectives

For each requested task order, Fehr & Peers will provide the City a detailed scope of work and fee estimate. This will enable us to ensure that our understanding of the requested task order is consistent with the City's understanding. Additionally, it will assist us in tracking each task and time spent on each task to make sure we are utilizing the resources authorized under this on-call agreement efficiently.

Contact Information

Contact information is provided below related to this proposal:

Fehr & Peers

Attention: Jason D. Pack, P.E., Principal

3750 University Avenue, Suite 225,
Riverside, CA 92504

Main - (951) 274 - 4800

Direct - (949) 308 - 6312

Mobile - (951) 823 - 6379

j.pack@fehrandpeers.com
www.fehrandpeers.com

As previously noted, we have also added Traffex Engineers to our team to assist in signal timing implementation and fine-tuning. Their contact information is provided below:

Traffex Engineers

Attention: Nazir Lalani

PO Box 5784,
Ventura, CA 93005

Main - (805) 701 - 2021

C. Approach

Our approach to every task would be the same - to work with the City to identify the most appropriate scope of work, estimate the person's hours to complete the scope of work, agree to an appropriate schedule, and complete the effort. We have found that setting expectations and executing tasks to those expectations is the easiest way to ensure a successful project.

Communication is also critical to project success. To that end, we typically tailor our communication depending on the services/ interests of the client. For example, with the City of Fontana, we attend weekly meetings with their staff to assist in project coordination. For CIP-related projects, we typically have monthly PDT meetings and/or intermediate trend meetings to keep everyone up to speed on the project. The goal is to identify the best communications approach for each client and project – and to adhere to that approach.

In addition to these approaches, we have invested heavily in our IT infrastructure to assist with project delivery. This includes being fully integrated into the Microsoft Suite of tools including Teams which we use for instant messaging, telephone calls, and video conferencing; including having Teams integrated with both Sharepoint and OneDrive to facilitate knowledge sharing and file transfers.

D. Firm Profile

As noted previously, Fehr & Peers is a transportation planning/traffic engineering firm founded in California. To that end, the following presents key information related to our company:

Fehr & Peers Information	
Number of Staff	330+ staff
Years in Business	37 years
Office Locations	Riverside Orange County Los Angeles San Diego Long Beach San Jose San Francisco Oakland Walnut Creek Sacramento Roseville Portland Tacoma Seattle Salt Lake City Denver Dallas Orlando Washington DC
Entity Type	S Corporation
Federal Tax ID	68-0065540
Corporation Number	C1186502

Fehr & Peers is heavily capitalized and an extremely well managed firm. The balance sheet is exceptionally strong with a current liquidity factor over 500%. In addition, Fehr & Peers has a line of credit of $5,000,000. Fehr & Peers has sufficient financial strength and resources and the capability to finance the work to be performed and complete any agreement in a satisfactory manner. Fehr & Peers is involved in no pending litigation that would affect our ability to continue in business through the term of this contract.

Fehr & Peers also operates under the following core values that are our guiding principles and tenets. They define the fundamental relationship between the company, our employees, and our clients:

- Fairness, generosity, respect, and openness
- Personal growth and self-improvement
- Collaborative and inclusive environment
- Flexibility that supports life balance
- Humility and integrity
- A problem-solving attitude
- Responsive and hard working

For staff reviews and through our client surveys, we routinely ask our staff and our clients how we are doing related to these core values to make sure that we maintain a high level of accountability in achieving these goals.

E. Location

The principal office this effort will be completed from is our Riverside office, with support from our Orange County office (note, we run these offices as one profit center – meaning staff from both offices routinely share work and staff choose which office to sit in based on work load requirements and/or in-person meeting commitments).

F. Organization, Key Personnel, and Resumes

Jason Pack, PE
Principal-in-Charge and Lead Contact

Delia Votsch, PE
Project Manager

Claude Strayer, PE, RSP1
Design Task Lead

Biling Liu
Forecasting/Operations

Steve Brown, PE
Safety Assessment

Diwu Zhou, PE, RSP1
Safety Assessment

Nazir Lalani, PE
Signal Timing Implementation

Key Personnel

Jason Pack, PE | Principal-in-Charge and Lead Contact
Jason has an extensive background in travel demand forecasting, traffic operations assessment (including micro-simulation assessment), VMT analysis, big data analysis, transit ridership forecasting, and transportation impact studies involving NEPA and CEQA. His focus is to utilize his experience and the technical resources of the company to help clients answer their toughest questions related to transportation.

Delia Votsch, PE | Project Manager
Delia is a senior engineer who brings a unique perspective of having lived and worked in different communities, with a commitment to serving those communities and her clients. Delia has performed peer review services for over 50 projects for the Cities of Fontana, Orange, and Rancho Cucamonga, reviewing trip generation calculations, VMT estimates, and CEQA documentation.

Claude Strayer, PE, RSP_1 | Design Task Lead
Claude has a range of transportation experience with the design of bicycle facilities, signing and striping plans, safe routes to school improvements, pedestrian facilities, traffic signal upgrades, wayfinding and the public involvement process. He has led teams of designers on a variety of other transportation engineering projects such as temporary traffic control, roadway and sidewalk design, and lighting.

Biling Liu | Forecasting/Operations
Biling is a planner with experience in transportation planning projects including travel demand forecasting, traffic simulation, Quality Assurance/Quality Control (QA/QC) and related data analysis. She has extensive experience in transportation planning projects including travel demand forecasting, traffic simulation, and related data analysis.

Steve Brown, PE | Safety Assessment
Steve has 35 years of experience in transportation planning and engineering. He has managed projects in eight states that include the following disciplines: transportation master plans, traffic calming, environmental impact assessments, parking and circulation studies, bicycle and pedestrian facility plans, new-urbanist planning, freeway interchanges, intersection/signal designs and corridor studies.

Diwu Zhou, PE, RSP_1 | Safety Assessment
Diwu is a transportation engineer who specializes in safety planning, big data, and traffic operations analysis. He is passionate about balancing the often conflicting needs of mobility and safety, and is well suited to provide clients with advice and recommendations backed by research, data, and analysis through his intimate knowledge of traffic operations and design, safety best practices, and big data.

Nazir Lalani, PE | Signal Timing Implementation

Nazir has over 30 years of experience in public and private sector transportation planning and traffic engineering. He integrates his knowledge in traffic operations, transportation planning, and traffic safety by providing services and expertise in traffic engineering services for city and county agencies, and traffic safety evaluations to local agencies.

Resumes for Key Personnel can be found in Appendix A.

G. Project Experiences

1. City of Fontana Traffic Engineering Support (2022 - Ongoing)
    - As part of this project, we serve as an extension of staff to the City.
2. Rancho Cucamonga Traffic Engineering Support (2022 - Ongoing)
    - As part of this project, we serve as an extension of staff to the City.
3. I-10 Highland Springs PA & ED (2022 - Ongoing)
    - Fehr & Peers is just beginning the TOAR and ICE Step 2 assessments for this project in the City of Beaumont. We are a subconsultant to Mark Thomas & Company for this effort which is contracted through RCTC.

H. References

CONTACT

Jason Welday
Director of Engineering Services/City Engineer
10500 Civic Center Dr, Rancho Cucamonga, CA 91730
(909) 477-2740
Jason.Welday@cityofrc.us

LENGTH OF SERVICES PROVIDED

2016 - Present

DESCRIPTION OF SERVICES PROVIDED

Fehr & Peers has been working with the City as a trusted advisor since 2016. At that time, our first project was with a developer seeking entitlements and traffic engineering design approvals, all of which required extensive coordination with the City. Since that time, we have worked a lot with the City, including work on the mobility element for the City, Emergency Evacuation Plan, SB 743 Implementation Study, Southeast Quadrant Industrial Area, and Healthy RC SR2S/Active Transportation Plan. In the past two months, we have also been serving as an extension of City staff, reviewing traffic submittals for the City and generally assisting the City in miscellaneous tasks requested.

CONTACT

Gia Kim,
Public Works Director/City Engineer
8353 Sierra Ave
Fontana, CA 92335
(909) 350-6655
gkim@fontana.org

LENGTH OF SERVICES PROVIDED

2020 - Present

DESCRIPTION OF SERVICES PROVIDED

Fehr & Peers assisted with the City with their implementation of SB 743. Since that time, the City has engaged us to function as an extension of City staff, including participation in weekly staff meetings and even representing the City for specific requests. Most of our time though is spent reviewing traffic impact studies (both VMT-based assessment and LOS-based assessment) that have been provided to the City for review and approval.

CONTACT

Christopher Tzeng,
Program Manager
3390 University Ave Ste #450,
Riverside, CA 92501
(951) 405-6711
ctzeng@wrcog.us

LENGTH OF SERVICES PROVIDED

2010 - Present

DESCRIPTION OF SERVICES PROVIDED

We have had an extensive relationship with WRCOG, originally working on the regional Climate Action Plan (CAP) back in 2010. Since that time, we have completed a variety of efforts with WRCOG (including the development of the RIVCOM model). We have been successful in securing two rounds of "on-call" contracting with WRCOG, which enables us to embark on specific tasks requested by WRCOG. These have been broad in nature and include SB 743 VMT Mitigation Banking/Exchange coordination, AB 602 trip generation data collection, warehouse trip generation data collection, and modeling tasks requested by WRCOG.

CONTACT

Tim Byrne
Director of Toll Operations
1170 W 3rd St 2nd floor,
San Bernardino, CA 92410
(909) 884-8276
tbyrne@gosbcta.com

LENGTH OF SERVICES PROVIDED

2015 - Present

DESCRIPTION OF SERVICES PROVIDED

We have assisted SBCTA in a variety of efforts since 2015, including infrastructure support services, travel demand model support, area plans, and on-call task orders from our planning or modeling on-calls with the agency. With Tim Byrne, we worked extensively on forecasting tasks and infrastructure delivery. On the infrastructure side, we have coordinated with Tim and SBCTA on I-10 Truck Climbing Lanes PA/ED, I-10/Alabama Interchange PSR/PDS and PA/ED, I-10/Archibald Interchange PSR/PDS, PA/ED, and PS&E, and most recently have assisted on the I-15 Express Lanes PS&E environmental revalidation effort.

I. Scope of Services

The scope of services for this agreement will be developed based on key tasks requested by the City. Fehr & Peers has provided significant detail in the Introduction section of this proposal related to our qualifications in completing the referenced project types. Additionally, the Approach section of this proposal provides our approach to successfully completing tasks requested for this effort.

As such, the following outlines the key scope of work that may be utilized as part of this on-call agreement. It is consistent with the Scope of Services outlined in the RFP, but adds expected deliverable information to those requested scope items such that this section can be attached to the City's contract moving forward.

Task 0 - Project Management and Staff Coordination

As part of this task, we anticipate the potential to coordinate project management details with the City or coordinate on minor questions to/from the City. For example, we routinely get asked questions we can answer in less than one staff hour related to roadway layout, bike lane dimensions, treatments at mid-block pedestrian crossings, etc. As such, this task will be set aside to address those types of questions.

Task 0 Deliverable
Likely email responses to requests made by the City.

Task 1 - Tasks Associated with Capital Improvement Projects (CIP)

The following lists key activities associated with CIP projects:

- Preparation of construction documents such as plans, technical specifications, and engineering cost estimates for the installation of new roads, widening of existing roads, new traffic systems, highway lighting systems, traffic signing & striping, traffic signals, bicycle lanes, or pedestrian systems
- Design coordination with other public agencies and utilities
- Prepare detour plans, traffic control plans, and construction staging plans
- Developing and presenting design alternatives to the community, gathering public opinion, and recommending a preferred alternative with a well-developed justification
- Advising and assisting with funding applications for various local, state, and federally funded programs
- Roundabout layout
- Provide studies and reports to meet Caltrans permit requirements, including Caltrans standard Transportation Engineering Performance Assessment (TEPA), Traffic Operation Analysis Reports (TOAR), Traffic Volume Reports, Intersection Control Evaluations (ICE), Design Standard Decision Documents (DSDD), Permit Engineering Evaluation Reports (PEER), truck turning analysis, Vehicle Miles of Travel Decision Document (VMTDD), Induced VMT Assessment, and other Caltrans required documents.

Task 1 Deliverables

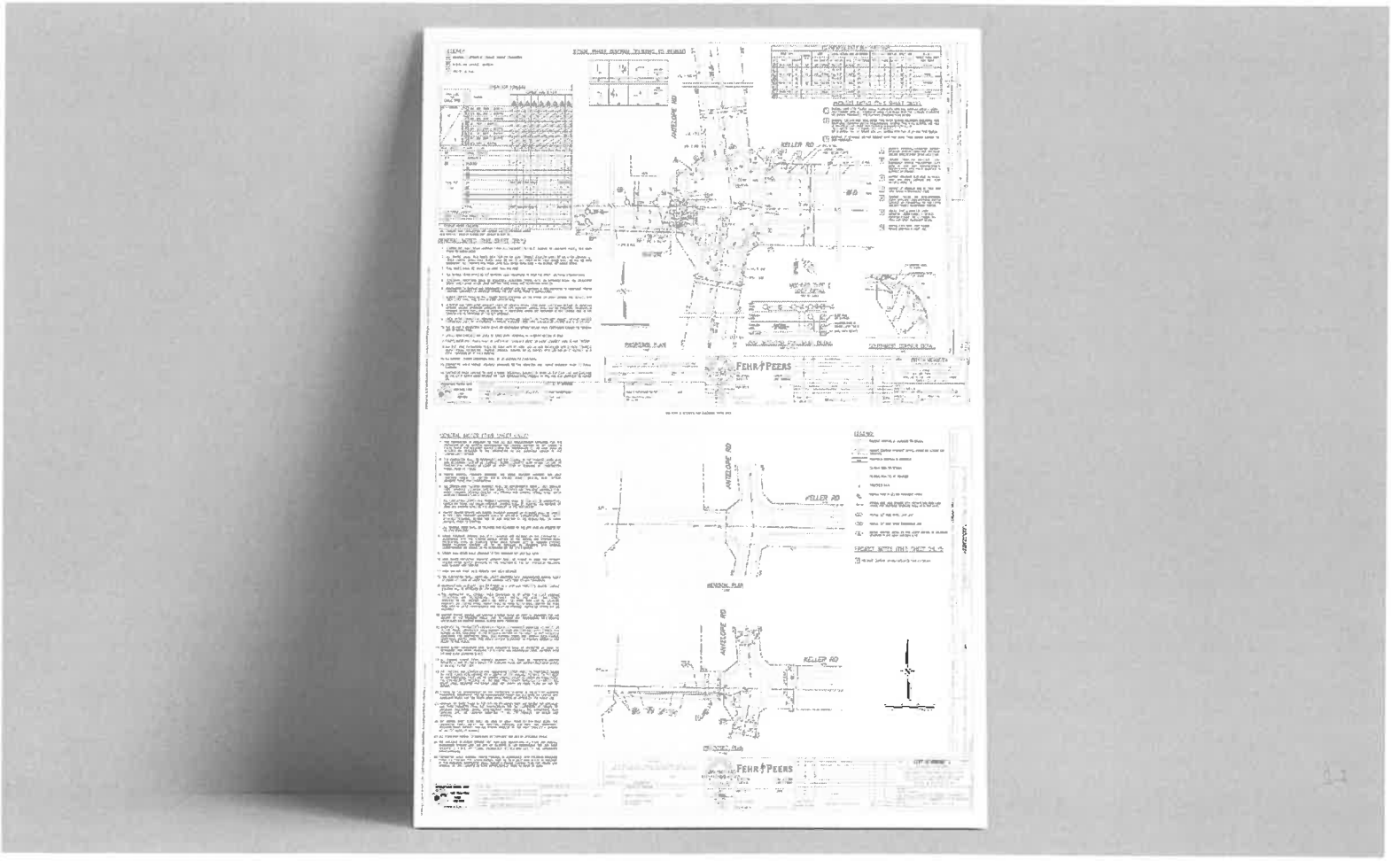
30%, 60%, 90%, and final plans, specifications, and estimates. Reports (such as the referenced TEPA, TOAR, ICE, DSDD, and PEER documents (although DSDD and PEER documents are usually completed by the civil engineering lead)). We also typically complete interim deliverables for Caltrans projects, including a Methodologies and Assumptions Memorandum, VMTDD, and Volumes Report.

Task 2 - Tasks Associated with Traffic Operation and Analysis

- Prepare traffic impact and traffic feasibility studies and reports
- Perform transportation demand modeling
- Prepare traffic operation analysis
- Review and recommend adjustments to traffic signal timing plans
- Design of traffic signal synchronization plans and preparation of before and after traffic signal synchronization measures of effectiveness
- Develop traffic simulation models
- Develop design alternatives for roadway reconfiguration
- Perform traffic demand / capacity analyses, corridor operation studies, traffic delay studies, and origin – destination studies
- Perform parking demand studies

Task 2 Deliverables

Reports, technical memorandum, graphics depicting the results of our assessment. For signal coordination, deliverables typically include a report but also include signal timing parameters and final signal timing plans.



Task 3 - Tasks Associated with Traffic Safety

- Perform traffic safety studies and analyses
- Evaluate the need for traffic control devices
- Evaluate the need and develop alternatives for traffic calming measures
- Evaluate roadway lighting conditions and proposed improvements
- Perform safety studies related to intersections, pedestrian crossings, bicycle lanes, school sites, and other sensitive areas
- Perform roadside safety analyses

Task 3 Deliverables

Deliverables could include memoranda or reports supporting the assessment or other documentation related to the results. As safety assessments can be a controversial topic, we will work with the City on the most appropriate way to deliver and document our results.

Task 4 - Other Services and Extension of Staff

- Act as City Traffic Engineer as requested
- Perform travel time and traffic counts (manually, by machine, and/or by video recording)
- Prepare technical reports
- Attend public meetings and prepare presentations
- Preparation of grant and funding documents
- Coordination with the City's traffic signal maintenance consultant
- Construction event management and special event management

Task 4 Deliverables

Will be dependent on the effort, but could include reports or memoranda, PowerPoint presentations, or other type of deliverable to inform the City and decision makers.

J. Cost Proposal

For this on-call request, no specific task has been identified. As such, we will develop a detailed scope of work and cost estimate based on the required task.

That said, the following are some general "guiding principles" related to costs for some of typical services identified above:

- Cost to Review Traffic-Related Deliverables Prepared by Others: $800
- Cost to Complete Operations Assessment: $3,000 per analysis location (note, this would assume approximately ten study locations; larger studies tend to have economies of scale that would decrease the cost per analysis location, while smaller studies would increase the cost per analysis location)
- Cost to Complete Signal Design: $15,000

Below is our standard billing rates that will be used for the contract. Fehr & Peers reserves the right to change these rates at any time with or without advance notice.

FEHR & PEERS

2022-2023
(July 2022 through June 2023)
Hourly Billing Rates

Classification	Hourly Rate
Principal	$240.00 - $375.00
Senior Associate	$205.00 - $300.00
Associate	$175.00 - $255.00
Senior Engineer/Planner	$160.00 - $215.00
Engineer/Planner	$130.00 - $175.00
Senior Engineering Technician	$150.00 - $215.00
Senior Project Accountant	$170.00 - $190.00
Senior Project Coordinator	$130.00 - $180.00
Project Coordinator	$120.00 - $170.00
Technician	$150.00 - $170.00
Intern	$95.00 - $140.00

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (58.5 cents per mile as of Jan 2022).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

Traffex Engineers will bill at an hourly billing rate of $185 plus whatever overhead is needed during those services (e.g. mileage, lodging, etc.).

K. Additional Information

We would like to request the ability to coordinate with the City on the contract terms in the agreement. Specifically, we would like to request the following changes:

6. Insurance.

Requested Change: 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.

Reason for Change: Fehr & Peers does not own any automobiles and, as such, staff are responsible for their own insurance. We would prefer to avoid the administrative time and effort it would take to provide personal auto insurance information for all of our staff, unless it is reasonably necessary or would like to provide it for individuals requested by the City.

6. Insurance.

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

Reason for Change: Professional liability insurance is claims-based and not occurrence-based.

8. Indemnification.

Requested Change: 8.01 CONTRACTOR and CITY agree that CITY, its employees~~, agents~~ 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~~, agents~~ 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, ~~actual~~ 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.

Reason for Change: The changes are to more closely align this indemnity obligation with the requirements of Civil Code Section 2782.8 and the coverage actually provided by professional liability insurance. We should not have to indemnify a potentially unlimited number of unnamed and unidentified "agents." If the City has specific agents it would like us to indemnify, they should be more clearly identified in the indemnity provision. If the City does not incur legal and other defense fees in a reasonable manner, we should not be responsible for the unreasonable portion of costs.

12. Ownership of Documents; Audit.

Requested Change: Add the following new section to Article 12: "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."

Reason for Change: This change would allow us to utilize our pre-existing intellectual property and third-party data into our services for the City. Otherwise, we would not be able to use this material for the City's benefit.

13. Miscellaneous Provisions

Requested Change: 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.~~ In the event of any dispute between the parties to this Agreement, the parties agree to first negotiate in good faith toward a resolution with participation by representatives of each party holding sufficient

authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, the dispute shall be submitted to mediation as a condition precedent to initiating litigation, arbitration, or any other binding dispute resolution.

Reason for Change: Prevailing-party attorneys' fees are typically not covered by professional liability insurance, leaving us with an unpredictable and uninsured risk. We prefer to have any disputes submitted to negotiation, followed by mediation.

L. Insurance

Below is a sample of our insurance certificate. Upon execution of an agreement, insurance certificates will be issued to the City for your reference.

FEHR&PE-01 MICHAELA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Gigi Yuen PHONE (A/C, No, Ext): (925) 660-3514 50008 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Gigi.Yuen@ioausa.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: RLI Insurance Company — 13056
INSURED Fehr & Peers 101 Pacifica Suite 300 Irvine, CA 92618	INSURER B: Hartford Casualty Insurance Company — 29424
	INSURER C: Liberty Surplus Insurance Corp — 10725
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			PSB0006683	12/6/2022	12/6/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			PSA0002276	12/6/2022	12/6/2023	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			PSE0002889	12/6/2022	12/6/2023	AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A			57WEGZJ1989	5/1/2022	5/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			AEXNYABEFJ2007	12/6/2022	12/6/2023	Per Claim	5,000,000
C	Professional Liab.			AEXNYABEFJ2007	12/6/2022	12/6/2023	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
OC21-0860 Railroad Canyon Lake Elsinore LRSP
All Operations of the Named Insured, including the aforementioned project, if any.
General Liability: Please see blanket Additional Insured endorsement attached; such coverage is Primary and Non-Contributory with Waiver of Subrogation included, as required per written contract.
Auto Liability: No company owned vehicles. Please see blanket Additional Insured endorsement with Waiver of Subrogation included, as required per written contract.
Workers' Compensation: Waiver of Subrogation is included as per attached blanket Waiver of Subrogation endorsement, as required per written contract.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Interwest Consulting Group, Inc., 24 South "D" Street, Suite 100 Perris, CA 92570	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

Appendix A: Resumes

FEHR & PEERS

Jason Pack, PE

Principal

EDUCATION

Bachelor of Science in Civil Engineering, University of California, Davis, 1999

REGISTRATIONS

Licensed Traffic Engineer, State of California (TR2402)

PRESENTATIONS

VMT Related Presentations:

- 2022 CEAC Public Works Officers Institute
- 2022 SBCOG City/County Conference
- 2019 California APA
- 2019 CSU Facilities Conference

Future of Transportation Presentations:

- 2018 SBCTA City/County Conference
- 2017 WRCOG Planning Conference

Parking Presentations:

- 2018 OC Planning Directors Conference
- 2015 OC Planning Directors Conference
- 2011 SCAG Toolbox Tuesday

Multi-Modal Levels of Service – ULI SCIC

Innovative Interchange Designs – District 8 Professional Liaison Committee Meeting, 2011

Roundabout Operations and Feasibility – ASCE national webinar series, 2011 through 2018

Process of Signal Coordination – ASCE national webinar series, 2011 through 2016

ABOUT

Jason D. Pack, P.E., is a Principal with Fehr & Peers located in Southern California. He is actively involved in a wide variety of project work but also finds time to lead the firm's research and development efforts in Emergency Evacuation assessment. Jason has an extensive background in travel demand forecasting, traffic operations assessment (including micro-simulation assessment), VMT analysis, big data analysis, transit ridership forecasting, and transportation impact studies involving NEPA and CEQA. His focus is to utilize his experience and the technical resources of the company to help clients answer their toughest questions related to transportation.

His recent work has included forecasting and operations assessment for large infrastructure improvements, developing recommendations for SB 743 implementation (California's new requirements to consider VMT as an impact metric under CEQA), assisting agencies with establishing VMT banks/exchanges, emergency evacuation assessment to respond to new legislative requirements (SB 99 and AB 747) and development of innovative transportation policies to assist City's advancing transportation into the future.

PROJECT EXPERIENCE

Specific Plans/Master Plans/Corridor Plans

Jason has completed assessment for more than 20 specific plans, master plans, and corridor plans. Key projects are identified below:

- Beach Boulevard Corridor Specific Plan - Evaluated a land use plan along Beach Blvd in Anaheim including vehicle and multi-modal capacity assessment
- MAG High Capacity Transit Corridors Sustainability Study – Evaluating the benefits of providing transit oriented development along the high capacity transit corridors in the greater Phoenix area
- RTC of Southern Nevada High Capacity Transit Study – Evaluating the benefits of providing transit oriented

development along the high capacity transit corridors in the Las Vegas area
- Long Beach Boulevard Corridor Specific Plan – Completing the transportation recommendations and assessment for this corridor in the City of Long Beach including extensive multi-modal assessment
- Cal Poly Pomona Master Plan – Completed the transportation recommendations and assessment of the proposed University Master Plan
- Holt Boulevard Corridor Plan – Assessing the corridor in the City of Ontario to consider multi-modal opportunities along the corridor (including a Bus Rapid Transit application)
- Wine Country Community Plan – Assisted Riverside County in developing a travel demand forecasting model and evaluation of the plan for the Temecula Wine Country Area
- CollegeTown Specific Plan – Assessing redevelopment of the block south of the Cal State Fullerton Campus including the closure of Nutwood Avenue, application of a street car through the project, and mixed-use development on the site (including Hope International University, retail, housing, and other development opportunities)
- San Bernardino Bus Rapid Transit TOD Overlay Study – Assisting in developing transportation strategies in support of TOD along the SBx BRT system

Interchange and Corridor Studies

Jason has completed the Traffic Report for numerous transportation infrastructure studies throughout California. The most notable of these studies are described below:

- San Bernardino County Transportation Authority (SBCTA), I-15 Express Lanes PS&E, San Bernardino County, CA.
- Riverside County Transportation Commission (RCTC), I-15 Express Lanes Southern Extension (ELPSE) PA/ED, Riverside County, CA.
- I-15 Corridor Operations Project (COP) PA/ED, Corona, CA
- I-15 Interim Corridor Operations Project (ICOP) PA/ED, Corona, CA
- I-10 Truck Climbing Lane PA/ED and PS&E, Yucaipa, CA
- I-10 Mt. Vernon PA/ED, Colton, CA
- SR-60 Archibald PSR/PDS, PA/ED, PS&E Ontario, CA
- I-10/Alabama PSR/PDS and PA/ED, Redlands, CA
- I-15 Central (SR-74) PA/ED, Lake Elsinore, CA
- SR-210 Victoria PA/ED, Highland, CA
- I-10 Wildwood PSR and PA/ED, Yucaipa, CA
- I-10 Cherry Valley PA/ED, Calimesa, CA
- I-10 Monroe PSR/PDS and PA/ED, Indio, CA
- I-10 Jackson PSR/PDS and PA/ED, Indio, CA
- SR-60 Rubidoux PSR/PDS, Jurupa Valley, CA
- SR-60 Redlands PSR/PDS, Moreno Valley, CA
- I-215 Harley Knox PA/ED, Perris, CA
- I-215 McCall PSR/PDS and PA/ED, Menifee, CA
- I-215 Garbani PSR/PDS, Menifee, CA
- Monterey Avenue Signal Coordination Study, Palm Desert, CA
- OCTA Main Street Grade Separation Study, Orange, CA
- OCTA Ball Road Grade Separation Study, Anaheim, CA
- Rock Springs Bridge Study, San Bernardino County, CA
- Avenue 66 Grade Separation Study, Riverside County, CA
- SR-32 Project Study Report (PSR), Chico, CA
- Rancho California Roundabout Corridor, Temecula Wine Country, CA
- Ethanac Corridor Study, Riverside County, CA

Travel Demand Model Development

Jason has completed applied or completed travel demand models on over 50 projects in the State. His use of models has given him an extensive understanding of forecasting and its integration with operations assessment. Some of his notable projects are summarized below:

- Riverside Countywide Model (RIVCOM) Model Development
- San Bernardino Traffic Analysis Model (SBTAM+) Model Development
- Temecula Wine Country TransCAD TDF Model Development
- City of Upland TransCAD TDF Model Development
- Moronga Basin Area Traffic Study Model (MBATS)
- Kern COG Voyager 4-D TDF Model Enhancement
- Tulare CAG Voyager 4-D TDF Model Enhancement
- Butte County TransCAD TDF Model Development
- Grass Valley TransCAD TDF Model Development
- Rancho Cordova Sub Area TP+/MINUTP TDF Model Development
- MAG Sustainability Study – Direct Ridership Forecasting Development

Parking Assessment

Jason has completed numerous parking assessments. Key studies are identified below:

- Downtown Roseville Parking Management Plan – Developed a GIS-based shared parking model to assess parking demand in the downtown area
- Downtown Fullerton Parking Management Plan
- Cupertino City Center Shared Parking Assessment
- San Bernardino TOD Overlay Parking Code Development
- Bolsa Row Shared Parking Assessment
- Rancho Cucamonga Shared Parking/Mixed Use Parking Guidelines

FEHR & PEERS

Delia Votsch, PE

Associate

EDUCATION

Bachelors of Science, Civil Engineering, Drexel University, 2015

PRESENTATIONS

Developing SB 743 Guidelines – APA Orange County Chapter (2020)
Deciphering SB 743: Basics and Perspectives – WTS Inland Empire (2020)

SB 743 and VMT – RSB ITE, 2020

Advanced CEQA Workshop – AEP, 2021

EXPERTISE

- General and Specific Plans
- Transportation Impact Analysis
- Complete Streets Planning & Design
- Travel Demand Forecasting
- Vehicle Miles Traveled
- Transportation Demand Management

REISTRATIONS

Licensed Civil Engineer, State of California (C 90171)

ABOUT

Delia is an associate with over seven years of experience. She currently serves as the Operations Manager for the Orange County/Inland Empire office. She was drawn into transportation engineering because of the potential to improve the built environment and to solve exciting and complex problems. She has managed and worked on a variety of projects. Delia brings a unique perspective of having lived and worked in different communities, with a commitment to serving those communities and her clients.

In addition to preparing technical analysis and documentation for numerous CEQA studies, Delia has also performed peer review services for over 50 projects the Cities of Fontana, Orange, and Rancho Cucamonga, reviewing trip generation calculations, VMT estimates, and CEQA documentation.

PROJECT EXPERIENCE

City of Fontana On-Call Traffic Engineer (Fontana, CA)
Delia is serving as the City of Fontana on-call traffic engineer. She has reviewed project submittals, traffic reports, queuing studies, VMT screening memorandum, parking studies, and CEQA documents. She has coordinated and communicated with City staff to address transportation and traffic related issues.

La Habra Neighborhood Traffic Calming (La Habra, CA)
Delia is working with the City of La Habra to identify neighborhood traffic calming needs in three neighborhoods in the City. The project includes data collection, meetings with residents of each neighborhood, development of traffic calming recommendations, and coordination with City staff.

SBCTA Countywide VMT Implementation (San Bernardino County, CA)
Fehr & Peers worked with SBCTA to support all jurisdictions in San Bernardino County, including Loma Linda, to establish consistent VMT methodology and thresholds for implementation of SB 743. Delia has prepared vehicle miles traveled (VMT) estimates using the SCAG and SBTAM models, coordinated project meetings, and prepared summary memorandums and presentations.

I-10 Cherry Valley PA/ED (Calimesa, CA)
Delia led the preparation of the assumptions memorandum, volumes report, TOAR and ICE Step II analysis for the I-10 Cherry Valley Interchange PA/ED. In addition to overseeing all the technical calculations and preparing the summary reports, Delia attended PDT meetings and coordinated with Caltrans, the City of Calimesa, and the consultant team.

FEHR & PEERS

Claude Strayer, PE, RSP1

Traffic Engineer

EDUCATION

BS, Civil Engineering, Northeastern University, MA (2011)

Minor, Mathematics, Northeastern University, MA (2011)

REGISTRATIONS

Civil Engineer, CA #86774
Civil Engineer, AZ #68882
Civil Engineer, HI #17856

AFFILIATIONS

Institute of Transportation Engineers (ITE), Member

ITE Pedestrian & Bicycle Standing Committee, Chair

CERTIFICATIONS

- VISSIM Software Training – PTV Group, May 2014
- Roadway and Interchange Lighting Design Training – MD State Highway, April 2014
- Sustainable Transportation Professional (STP) Certification – Greenroads Foundation, February 2013
- Signing & Pavement Marking Design Training – MD State Highway, January 2013
- Erosion & Sediment Control Certification – MD State Highway, July 2012

ABOUT

Mr. Strayer has a range of transportation experience with the design of bicycle facilities, signing and striping plans, safe routes to school improvements, pedestrian facilities, traffic signal upgrades, wayfinding and the public involvement process. He has led teams of designers on a variety of other transportation engineering projects such as temporary traffic control, roadway and sidewalk design, and lighting. He also has experience performing traffic analysis as well as studies with respect to parking, circulation and school zone safety.

EXPERIENCE

City of Beverly Hills On-Call Traffic Engineering Services, Beverly Hills, CA

Fehr & Peers serves the City of Beverly Hills with an on-call contract for traffic engineering services. We have assisted the City in a wide range of tasks, including an in-depth assessment of safety and operations at a complex intersection, which included presentations to the City Council and Traffic and Parking Commission; development of a Transportation Division Procedures Manual for internal use; review of site plans for the new bikeshare stations; assessment and implementation of a pilot project to convert traditional school crosswalks to continental; evaluation of existing and proposed crosswalks to identify appropriate treatments/enhancements; and traffic-related concerns submitted by residents and business owners. We have also prepared plan check comments for temporary traffic control plans associated with minor encroachment permit work and very complex utility work associated with the Metro Westside Subway Project. We have commenced work on a signal modification and corridor synchronized timing plan update along Olympic Boulevard. In addition, we have served as the on-site Traffic Engineer for the City with the recent retirement of City staff. Mr. Strayer has joined the team in June as a designer and is part of the traffic control review team.

North Park Mid City Bikeway, San Diego, CA

Fehr & Peers completed the planning, specifications and estimates (PS&E) for 11 traffic signal modifications along the Meade, Georgia, and Landis bikeways in the North Park-Mid City area of San Diego, as well as the wayfinding design for the Meade and Landis bikeways. The signal modifications included the preparation of 100% plans that addressed the planned removal of separate left-turn lanes at numerous intersections, the installation of curb extensions/bendouts, and modifications to signal phasing. Mr. Strayer was a design engineer on the team working to review and design traffic signal modification plans.

Honolulu Complete Streets Planning & Design, Honolulu, HI

Fehr & Peers conducted multimodal transportation analysis, complete streets planning, and design plan development for 15.6 miles of bikeway facilities throughout Honolulu's Primary Urban Center (PUC). This project was envisioned as a critical first phase of the expansion of a low traffic stress bicycle and pedestrian network, and a trophy project for Honolulu's leadership in innovative bikeway planning and design A key component of our work focused on the design, which Mr. Strayer is contributing to, of Complete Streets that provided improved and balanced bike, pedestrian, transit, and vehicular mobility and access while supporting the civic life of streets and an economically and environmentally sustainable context. Mr. Strayer was the project manager of the design phase which included final (PS&E) design of signing and striping, bicycle facilities, and traffic signal modifications.

San Diego State University Mission Valley Campus, San Diego, CA

Fehr & Peers handled the transportation planning analysis and design services for the planned SDSU Mission Valley campus at the SDCCU (formerly Qualcomm) Stadium site. This included assisting with the site planning and development of the overall mobility network, which involved multimodal facilities and design of two multilane roundabouts. This included the preparation of the Transportation Impact Analysis (TIA) for the environmental document that included the traffic operations analysis (i.e., level of service at intersections, on roadways, and on freeway facilities). We are currently working at the final design level of the design including roadway signing and striping and traffic signals PS&E for both on and off-site improvements.

Fullerton Caltrans Priority Bike Connection, Fullerton, CA

Fehr & Peers is assisting a team and the City of Fullerton in providing better bicycle connections across freeway barriers. Our portion of the study focuses on crossing SR-57 between Nutwood Avenue and Yorba Linda Boulevard, and a potential overcrossing or undercrossing into the Cal State Fullerton campus at Madison Avenue. We are evaluating the route and suggesting safer ways to cross the freeway. During the process, we are documenting quantitative information for later use in grant applications. Fehr & Peers is responsible for a traffic analysis of the focus areas using Synchro to determine the possible impacts of various interventions, as well as performing a safety evaluation. We are creating preliminary design plans and cost estimates for the possible alternatives for new crossings. These alternatives are being vetted through a public participation process.

City of Beverly Hills On-Call Traffic Engineering Services, Beverly Hills, CA

Fehr & Peers serves the City of Beverly Hills with an on-call contract for traffic engineering services. We have assisted the City in a wide range of tasks, including an in-depth assessment of safety and operations at a complex intersection, which included presentations to the City Council and Traffic and Parking Commission; development of a Transportation Division Procedures Manual for internal use; review of site plans for the new bikeshare stations; assessment and implementation of a pilot project to convert traditional school crosswalks to continental; evaluation of existing and proposed crosswalks to identify appropriate treatments/enhancements; and traffic-related concerns submitted by residents and business owners. We have also prepared plan check comments for temporary traffic control plans associated with minor encroachment permit work and very complex utility work associated with the Metro Westside Subway Project. We have commenced work on a signal modification and corridor synchronized timing plan update along Olympic Boulevard. In addition, we have served as the on-site Traffic Engineer for the City with the recent retirement of City staff. Mr. Strayer has joined the team in June as a designer and is part of the traffic control review team.

Temple Hills Drive Traffic Calming, Laguna Beach, CA

Fehr & Peers evaluated Traffic Calming measures for residential streets with a significant grade in Laguna Beach. We recommended treatments for the city's consideration, and they have been advanced to the design phase. Claude is the Project Manager for the design and cost estimation of these recommended traffic calming treatments.

SR-60 at Archibald Avenue Interchange PS&E (Ontario, CA)

Fehr & Peers was part of a team working on the SR-60/Archibald Interchange project for SANBAG. As part of the Traffic Engineering Performance Assessment (TEPA), Fehr & Peers is assisting the project team in developing up to two build alternatives. For the PA/ED analysis, we are conducting a traffic impact analysis of eight study intersections, developing a traffic demand forecasting model, and analyzing traffic operations. We also evaluated roundabout feasibility as part of the Caltrans' Intersection Control Evaluation (ICE) process. During the PS&E phase, Fehr & Peers was responsible for preparing the plans, specifications and cost estimates for the traffic signals, signal interconnect, ramp metering, and street lighting plans.

SR-14 at Avenue K PS&E (Lancaster, CA)

Fehr & Peers prepared the Traffic Analysis Report (TAR) for the proposed SR-14/Avenue K Interchange Improvements project. Fehr & Peers is currently preparing plans, specifications and estimate (PS&E) for the project.

FEHR & PEERS

Biling Liu

Engineer/Planner

EDUCATION

Master, Transportation System Engineering, University of California Irvine

Master, Urban and Regional Planning, University of California Irvine

Bachelor, Road and Bridge Engineering, Hebei University of Technology, China

ABOUT

Biling is a planner responsible for transportation planning projects including travel demand forecasting, traffic simulation, Quality Assurance/Quality Control (QA/QC) and related data analysis. Biling has various project experience working with transportation planning software such as TransCAD, Citilabs Cube, Paramics, TransModeler, Synchro, and geographic information system software ArcGIS. She is also knowledgeable in statistical software including SAS, Stata, and SPSS, and scripting and programming languages including Matlab and VB, design and drafting software AutoCAD, and 3D modeling software SketchUp.

PROJECT EXPERIENCE

City of Anaheim Traffic Impact Study (Anaheim, CA)
Biling served as the Project Manager for the mix-used development at Ball Road and Anaheim Boulevard in the City of Anaheim. We assisted the client on VMT assessment, local transportation study, parking demand analysis and safety

Anaheim Traffic Analysis Model (ATAM) Update (Anaheim, CA)
Biling is serving as the modeling lead for the ATAM update. The project is updating the both model structure and network and socio-economic data from the previous version by combining the existing OCTAM structure and data outside the City of the Anaheim.

Westminster Safety Route to School (SRTS) Project (Westminster, CA)
Biling is serving as the safety analyst for this project. This project analyzed the summarized the collision trends for the school age victims that involved in collisions with a quarter mile radius of each school. The collisions were analyzed by mode, time, primary collision factor, lighting and victim's behavior to identify the safety concerns. Hotspot analysis was also performed to identify the main corridors that need improvements to provide a safer school routes system for students.

City of Lancaster SB 743 Implementation Services & VMT Studies (Lancaster, CA)
Biling served as the modeling analyst on the SB 743 project and as Project Manager for the development projects. We assisted the City of Lancaster with SB 743 Implementation to meet new CEQA guidance. This process included establishing the City's Baseline VMT metrics, recommending VMT screening and impact threshold options, and updating the City's transportation study guidelines. Following VMT implementation, Fehr & Peers has continued to work on a variety of VMT studies for

the City. We developed a VMT Impact Fee program that can be used to mitigation projects that are found to have a VMT impact. In addition, we have prepared the VMT analysis for multiple development projects in the City. These projects have required VMT analysis using the SCAG regional travel demand model.

City of Palmdale VMT & TIA Studies (Palmdale, CA)

Biling served as the Project Manager for multiple development projects in City of Palmdale. Those projects include both VMT analysis and local transportation studies and followed the Los Angeles County's guideline which was also developed by Fehr & Peers in 2020. We helped the clients on determining the VMT impact, potential mitigation measures and local roadway and intersection improvements according to the LOS results.

SB 743 Implementation (Santa Clarita, CA)

Fehr & Peers assisted the City of Santa Clarita with SB 743 Implementation. We provided knowledge and insight to allow the City to be well prepared for a transition to Vehicle Miles Traveled (VMT) as its primary transportation impact metric for CEQA analysis, marrying the State's objectives to encourage transportation-efficient development with the City's own goals and objectives. Because we had the data and materials prepared related to VMT methodology options, VMT thresholds, and the latest information regarding VMT mitigation, Fehr & Peers was able to wholly support the City. We also anticipated the critical questions that the City and its stakeholders had throughout the process and are knowledgeable on relevant plans and policies already in place. We developed an implementation approach to allow the City to meet the State's July 1, 2020 adoption deadline. As part of the process, Fehr & Peers used the regional SCAG model to estimate 2012 and 2040 household generated automobile VMT per capita estimates for each Transportation Analysis Zone (TAZ) in the City. After establishing a methodology to estimate project VMT, Fehr & Peers helped help to update Santa Clarita's transportation study guidelines to incorporate the process in compliance with latest CEQA guidelines.

SR 91 Improvements from SR 57 to SR 55 PA/ED

This project involved the widen improvements of SR-91 from SR-57 to SR-55 focused micro simulation model in TransModeler and then used the model to forecast future traffic condition. Additional tasks performed for this project include extraction and estimation of demands and ramp metering operation setup. The results show significant improvement of westbound congestion around SR-91 and SR-57 interchange. Biling served as the key modeler in this project

SBCTA I-15 Express Lanes (SBCTA, CA)

Fehr & Peers is assisting the County to develop VMT impact threshold options and VMT screening options for land use projects based on policy goals discussed with County staff and consistent with SB 743 guidance from the State. Fehr & Peers is working on reviewing the available VMT tools, identifying current VMT methodology and estimates, screening low VMT geographies, developing baseline VMT, identifying approximate VMT reduction measures and testing case projects. Biling serves as the key modeler to test 12 case projects using San Bernardino Transportation Analysis Model (SBTAM) and analyze the VMT results comparing with the thresholds. Biling was a key Modeler.

University of Riverside LRDP EIR (UCR, CA)

Biling performed full VMT assessment for Existing and Future year no project and plus project scenarios, development of VMT impact thresholds, LOS analysis and Off-ramp queueing analysis. Biling was the key modeler

Moreno Valley and Ontario General Plan Update

Lead Modeler performed existing condition analysis, proposed general plan evaluation in supporting EIR document, circulation element evaluation and safety analysis.

WRCOG RIVTAM Model Update (WRCOG, CA)

Fehr & Peers is teaming with WSP to develop a stand-alone travel demand model for Riverside County. In addition to Riverside County, this new regional travel demand model is designed to cover San Bernardino Valley, Orange County, and San Diego County, to forecast dynamic travel patterns between Riverside County and each of these neighboring areas.

Fehr & Peers is taking the lead on assembling all the input data required by the model for both base and future years, and is helping with model validation and future year forecasting. In addition, Fehr & Peers will develop a variety of modeling tools to facilitate model output reporting, and post process the model outputs to provide data for air quality analysis, active transportation analysis, and SB 743 related analysis, etc. Biling was a key modeler.

OCTA SR-91 TransModeler Support (OCTA, CA)

Fehr & Peers assisted OCTA to update the existing SR-91 TransModeler model to support the Year 2020 State Route 91 (SR-91) Implementation Plan, including updating the existing TransModeler to Year 2019 conditions, developing two future year scenario models with up to two sensitivity alternatives per future year scenario in the TransModeler platform, creating tools to better summarize and visualize the model results, and developing 3-D simulation. Biling was the key Modeler.

Coachella Airport Business Park VMT Assessment (Coachella, CA)

Project Manager and Lead Modeler performed full SB 743 compliant VMT assessment under Base and Future year condition and estimated VMT impact, and conducted potential mitigation strategies.

FEHR & PEERS

Steven J. Brown, P.E.

Principal

EDUCATION

Bachelor of Science in Civil Engineering
University of California, Berkeley, 1985

Master of Science in Transportation
University of California at Berkeley, 1987

Master of Business Administration
Golden Gate University, 1998

REGISTRATIONS

Licensed Traffic Engineer, State of California (TR1510)
Road Safety Professional (cert 2019)

AFFILIATIONS

Member of *NCHRP Committee* to Develop Safety Manual for Unsignalized Intersections, 2012 -2015
Member of *Bicycle Sub-Committee* of NCUTCD, 1995/96
ITE Northern California Section President 2000-2001
Co-chair ITE District 6 Conference, 2004

AWARDS

2nd Place, APA Transportation Planning Division National Student Paper Competition

EXPERTISE

- Multimodal Corridor Planning
- Corridor Safety Studies
- Transportation Demand Management
- Freight Planning

ABOUT

Mr. Brown is a Senior Principal with 35 years of experience in transportation planning and engineering. In addition to his 30 years of consulting experience, Mr. Brown was the Director of Transportation Planning for the City of Sacramento. He has managed projects in eight states and three countries.

Mr. Brown is a licensed Traffic Engineer in CA with practical and research experience in safety issues related to autos, freight, bicyclists, and pedestrians.

Mr. Brown is a senior partner in the firm and is part of the executive team. He also oversees the firm's national freight practice.

PROJECT EXPERIENCE

Mr. Brown was either the project manager or principal-in-charge of all the following studies conducted by Fehr & Peers:

Systemic Safety Analysis Reports

Mr. Brown served as Principal-in-charge of many recent Systemic Safety Analysis Reports (SSARs), including the cities of ***Montclair, Hermosa Beach, San Jacinto, and Vista***. In all cases, these studies have yielded insights for the jurisdictions regarding collision patterns, hot-spots, and appropriate remedies. Our process has made it easy for agency staff to provide input and review key materials. We have engaged key stakeholders, at the direction of staff, to provide feedback on key issues and trouble locations. Some of these jurisdictions have asked Fehr & Peers to use the SSARs to prepare grant applications for state monies to implement the high-priority recommendations.

Road Safety Audits

Fehr & Peers led roadway safety audits for the following agencies/locations:

- Caltrans, SR 70 corridor (2019)
- Caltrans, SR 49 corridor (2020)
- LA Bureau of Engineering, 4 arterial corridors (2020)

These studies incorporated a team of experts and stakeholders that ranged from 10-15 people. Fehr & Peers led the team through data review, field reviews, brainstorming, and countermeasure identification. The reports are concise representations of the challenges, options, and recommendations.

Pedestrian Safety Audits (25 cities)
Fehr & Peers developed a manual for Pedestrian Safety Audits to be performed upon request from California cities/communities. The manual included collaboration with an expert review panel and review of best practices in pedestrian safety. The program won numerous awards and has been recognized as a national model for such programs. Upon completion of the manual, Fehr & Peers was retained to conduct audits throughout California. Mr. Brown was the lead investigator for more than 25 individual studies from small towns (Lomita and Hermosa Beach) to large cities (Los Angeles and Irvine). These audits included a full day of walking the streets with City staff and interested parties to identify the problems and remedies related to pedestrian safety. The studies also created a GIS map of historical pedestrian-involved collisions in each jurisdiction.

Roadway Safety Expert Witness
Mr. Brown has conducted roadway safety analysis as an expert witness. These analyses included field reviews of potentially hazardous conditions, comparison of roadway designs to professional standards, and statistical analysis of collision records to identify patterns. Mr. Brown testified in each of these cases, and the courts have ruled favorably for our client in each case.

Traffic Calming, National Expert
Mr. Brown, who co-authored the ***US Traffic Calming Manual***, has led the firm's efforts in creating citywide traffic calming programs (more than 15) and developing plans for individual neighborhoods (more than 25). This includes the largest traffic calming project in the US (Downtown Sacramento) and award-winning programs from Ithaca, NY to Ft. Bragg, CA.

Truck Safety, Beverly Hills
Mr. Brown was the principal investigator on behalf of the City of Beverly Hills in developing remedies to enhance safety for trucks on their steep residential streets. A series of fatal collisions led the City to engage Fehr & Peers in creating a plan to improve conditions. The plan included treatments such as a city-sponsored truck inspection program, escorting of over-sized trucks, time-of-day limitations, parking management, traffic calming treatments, and new signing/striping.

Cal Poly Pomona Pedestrian Safety Study
Fehr & Peers conducted a pedestrian safety study of the entire Cal Poly campus. We evaluated existing pedestrian facilities and vehicle data on campus, with particular attention to pedestrian-vehicle conflict locations. As part of our work we recommend specific crosswalk, roadway, and intersection improvements both on-campus and on City of Pomona roadways. We developed guidelines for the University for future pedestrian treatments, including crosswalk design standards.

California Central Valley Freight Safety
Fehr & Peers, as part of two related studies, created a GIS spatial database of truck-related collisions covering five counties in central CA. This database was then used to query issues related to location, type, and cause of collisions to develop counter-measures for both pilot testing and long-term implementation. Mr. Brown was the principal for both of these efforts.

Rancho Mission Viejo Sustainable Transportation Program
Fehr & Peers prepared a sustainable transportation program for Rancho Mission Viejo, a new development in Southern Orange County. Our work on the sustainable transportation program included development of the bicycle plan, bicycle facilities and NEV (Neighborhood Electronic Vehicle) plan. The comprehensive NEV network is a unique feature that highlights the development's sustainable transportation program and is only the second such plan in the state. In Rancho Mission Viejo NEVs, bicyclists, and pedestrians will coexist on a well-connected network of paths and trails that link residential, retail, and recreational land uses, thus reducing the amount of automobile trips within the development.

Downtown Anaheim Pedestrian Safety
Fehr & Peers assisted the City of Anaheim on a number of transportation projects that will enhance the downtown environment. We evaluated the safety and performance of modifications to Anaheim Boulevard and Broadway, which included: angled parking, bulb-outs, reduced lanes, and wider sidewalks. Our analysis resulted in several refinements to the proposed street modifications. We have also analyzed the ability of the existing and proposed parking supply to support additional development in the area.

Auto/Ped Safety Study, West Hollywood
Mr. Brown led an effort by Fehr & Peers to address auto/pedestrian safety conflicts on a critical section of Santa Monica Boulevard. The data collection effort included a detailed review of driver behavior during evening hours when bars and nightclubs are active. Our recommendations included adding traffic signals, consolidating crossing locations, enhancing pedestrian visibility, and removing dynamic pedestrian signals.

FEHR & PEERS

Diwu Zhou, PE, RSP1

Senior Transportation Engineer

EDUCATION

University of California, Berkeley, M.S. in Transportation Engineering, 2016

The University of Texas at Austin, B.S. Civil Engineering, 2015

LICENSES

Professional Engineer – Civil
CA No. 89029

Road Safety Professional 1
No. 635

PRESENTATIONS

Big Data in Transportation Planning – Streetlight Data Roadshow (2019)

Instructor: "Synchro and SimTraffic", University of California, Berkeley, Institute of Transportation Studies

AFFILIATIONS

Secretary for the National Safety Council Institute of Transportation Engineers (ITE)

EXPERTISE

- Multimodal Safety
- Traffic Operations and Microsimulation
- Travel Demand Forecasting
- Transportation Equity
- Big Data

ABOUT

Diwu is a transportation engineer who specializes in safety planning, big data, and traffic operations analysis. Diwu is passionate about balancing the often conflicting needs of mobility and safety, and is well suited to provide clients with advice and recommendations backed by research, data, and analysis through his intimate knowledge of traffic operations and design, safety best practices, and big data.

Diwu is committed to being at the forefront of safety best practices and innovations and serves as a key member of the firm's Multimodal Safety and Transportation Equity Technical Initiatives. Diwu also has a broad background in transportation planning through his experience with transportation impact studies, safe routes to school assessments, citywide and countywide planning studies, multimodal traffic simulations, and community outreach.

PROJECT EXPERIENCE

San Bernardino County Local Road Safety Plan (San Bernardino County, CA)

Fehr & Peers is developing San Bernardino County's Local Road Safety Plan (LRSP) focused on County maintained roadway within unincorporated San Bernardino County. This particular Local Road Safety Plan applies a dual-pronged approach: 1) identifying priority systemic safety improvement projects based on high-risk roadway features that are correlated with fatal and severe collision types, and 2) reviewing collision trends to develop behavioral countermeasures. This project incorporates the safe systems approach, shifting from the traditional goal to reduce overall vehicle collisions towards the goal of reducing overall kinetic energy and thereby reducing the number of fatal and severe collisions. Development of the LRSP will incorporate input from a multi-disciplinary stakeholder group facilitated by Fehr & Peers. Strategies will include roadway design projects, education programs, and enforcement efforts, based on safety efficacy research and equity best practices. Through this plan, we will also help the County develop HSIP grant applications. Diwu is the project manager for this effort.

Railroad Canyon Road Local Road Safety Plans (Lake Elsinore and Canyon Lake, CA)

Fehr & Peers is developing two Local Road Safety Plans (LRSPs) focused on the Railroad Canyon Road corridor for the City of Canyon Lake and City of Lake Elsinore. Since the Local Road Safety Plans are focused on a single high-speed roadway, the systemic safety identification process is focused on similarities between intersections and roadway segments within the corridor. Development of the LRSPs will incorporate input from a multi-disciplinary and multi-agency stakeholder group facilitated by Fehr

& Peers. Recommended countermeasures will include roadway and intersection improvements, as well as behavioral countermeasures like education programs, media campaigns, local policies, and enforcement efforts, for segments of the Railroad Canyon Road corridor that have exhausted the list of engineering countermeasures. Diwu is the project manager for this effort.

Safe Routes to School (Alameda County, CA)
Fehr & Peers worked with Alameda County, five public school districts, and two public charter schools to plan active transportation routes to and from 35 schools within Unincorporated Alameda County. Diwu performed numerous walking audits and analyzed crash data to determine safety enhancements to encourage parents and students to feel more confident walking and biking to school. Projects were ranked through a prioritization scoring system based on socio-economic, geographic, and crash data collected at each school. Diwu also assisted with Active Transportation Grants for many of the proposed projects. Diwu served as the Deputy Project Manager for this project.

Railroad Avenue Completes Streets Study (Pittsburg, CA)
Fehr & Peers evaluated Railroad Avenue within the vicinity of the newly opened BART station to identify potential multimodal safety and access improvements. As part of this project, Fehr & Peers conducted a safety evaluation by evaluating recent collision reports and performing a near-miss analysis. Fehr & Peers provided recommended improvements to address identified safety concerns, which were vetted through microsimulation operational analysis, and provided recommended programmatic solutions for reducing single occupant vehicle travel in the project area. Selected improvements were laid out in a conceptual plan.

SR-55 Safety Assessment (Orange County, CA)
Fehr & Peers worked with Orange County Transportation Authority to evaluate the safety implications of modifying a proposed freeway mainline auxiliary lane, that would facilitate weaving between two off ramps, to separate acceleration and deceleration lanes due to right-of-way constraints along the SR-55 corridor. Crash reduction factors were estimated for four alternatives using the Highway Safety Manual, NCHRP's Crash Modification Factors Clearinghouse, and FHWA's Interchange Safety Analysis Tool. Diwu served as the lead engineer on the project.

SR-91 Central (Compton, CA)
Fehr & Peers worked with Los Angeles County Metropolitan Transportation Authority (LA Metro) to improve a portion of the State Route 91 corridor. The preferred alternative would provide operational and safety improvements as opposed to capacity improvements on the freeway. Fehr & Peers also conducted an interchange control evaluation for the Central Avenue/SR-91 and Wilmington Avenue/SR-91 interchanges. Diwu conducted the safety assessment for both the freeway and interchange control evaluation.

Iron Triangle Yellow Brick Road Neighborhood Plan (Richmond, CA)
Fehr & Peers worked with the City of Richmond to design a accessible, multimodal corridor for pedestrian and bicyclists of all ages and ability. The final design included reduced travel lane widths, curb extensions, pedestrian scale lighting, and intersection enhancements to increase pedestrian visibility. Fehr & Peers design services included traffic signal design and lighting analysis and design, as well as previous work planning the corridor-wide improvements.

Community Based Transportation Plan - CBTP (Contra Costa County, CA)
Fehr & Peers worked with Contra Costa County to identify local infrastructure needs in the cities of Richmond and Pittsburg, California. Our GIS specialists developed maps of the CBTP areas using collision data and information about gaps in the current bicycle and pedestrian network. The Existing Conditions Report and Preliminary Needs Assessment was used during public outreach to develop recommended strategies to address transportation challenges identified by community members. Diwu served as the Project Manager for this project

Connect Orinda (Orinda, CA)
Fehr & Peers worked with the City of Orinda to identify streetscape and transportation projects that beautify, improve travel through and preserve the uniqueness of downtown Orinda for people traveling by all modes. Fehr & Peers' extensive community outreach included interviews, surveys, walking tours, and three well-attended community events; Connect Orinda engaged hundreds of residents and business-owners, who submitted over 1,000 comments. Collision data and data from cellular devices was used to create infographics for travel to and within the City. Diwu served as the Project Manager for this project.

Park Boulevard Road Diet (Oakland, CA)
The Park Boulevard corridor between State Route 13 and I-580 in Oakland serves a diverse range of users but lacked dedicated bicycle facilities. Fehr & Peers developed a conceptual plan and used microsimulation to determine the impacts of a road diet in order to install dedicated bike lanes. Two major alternatives were considered, one requiring reconfiguration of roadway geometry at a signalized intersection along the corridor. Operations analysis was performed for both options to compare multimodal impacts.

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California Licenses # 01415/40433

NAZIR LALANI P.E. **CURRICULUM VITAE** **12.6.2022**

EDUCATION

Arizona State University, Tempe, Arizona: M.S., Civil Engineering
Middlesex College, England: Post Graduate Studies, Highway/Traffic Engineering
Exeter University, Exeter, Devon, England: B.S., Chemical Engineering First Class Honors

PROFESSIONAL REGISTRATION

P.E. Civil Engineering, Colorado and California
P.E. Traffic Engineering, California

PROFESSIONAL AFFILIATION ACTIVITIES

Fellow Member of Institute of Transportation Engineers (ITE)
National Committee on MUTCD
President, ITE District 6
Career Guidance Chairman, ITE District 6
Vice Chairman, Department 6, ITE Technical Council
ITE International Director
ITE Traffic Engineering Council Vice-Chair
ITE International President
ITE Pedestrian and Bicycle Task Force Chair
ITE Public Agency Council Chair

ACHIEVEMENT AWARDS

ITE Wayne T. and Patricia Van Wagoner Award
ITE District 6 Section Technical Award
ITE International Section Technical Award
ITE Urban Traffic Engineering Individual Achievement Award
APWA/ASCE Engineer of the Year Award, Engineers Week
ITE Edmund R. Ricker International Traffic Safety Award
ITE Burton W. Marsh Award
ITE District 6 Individual Achievement Award
Ventura County Management Council Award for Innovation
ITE Coordinating Council Special Recognition Award
ITE Coordinating Council Special Best Technical Project Award
ITE District 6 Lifetime Achievement Award
Stride and Ride Individual Leadership Award
ITE Scholarship Endowment Recognition

PROFESSIONAL EXPERIENCE

Course Instructor and Traffic Safety Evaluator
Fundamentals of Traffic Engineering, ITS, UC Berkeley
Transportation Impacts of Land Development, ITS, UC Berkeley
Access Management and Site Design, ITS, UC Berkeley
Good Practices for Improving Intersection Safety, ITS, UC Berkeley
Roundabout Design, ITS, UC Berkeley
Complete Streets Safety Assessment Evaluator, ITS, UC Berkeley
Pedestrian and Bicycle Safety Assessment Evaluator, ITS, UC Berkeley
California Tribal Transportation Safety Assessments Evaluator, ITS, UC Berkeley

Consulting
Traffex Engineers Inc.: Principal Associate providing expert witness and other traffic engineering services to attorneys at law, insurance companies and local agencies in Arizona, California, Hawaii and Texas. Part of a consultant team developing neighborhood traffic management as well as pedestrian and bicycle facilities for public agencies including Los Angeles County, California. City of Plano, Texas, Sacramento County, City of Hayward, City of Fremont and the City of Sunnyvale. Traffic Engineering Services are now being provided for the Cities of La Quinta, Indian Wells, CVAG and Palm Desert in the Coachella Valley.

Centennial Engineering, Inc.: Transportation Engineer involved in assembling traffic volume data, origin and destination interview data, and a traffic control device inventory for the Fort Bliss, Texas, Transportation Study and redesigned traffic signal installations for the City of Boulder, Colorado. Prepared median island design proposals, cost estimates, and public hearing presentation material for the City of Thornton, Colorado. Designed plans for traffic signals, pavement markings and signs for the Alameda Parkway Project, City of Denver, Colorado, including quantity estimates and specifications for contract bid items. Prepared condition diagrams and traffic signal coordination progression timing in downtown Denver for the 16th Street Bus and Pedestrian Mall for the Regional Transportation District and Denver, Colorado.

American Society of Civil Engineers: Presenter for webinar courses on signalized intersections intersection design, highway safety, roundabouts, pedestrian/bicycle treatments, access design, on-site circulation, traffic calming, roadside delineation and safety.

Local Government
County of Ventura, California: Deputy Director in charge of the Traffic and Transportation Division in the Transportation Department of the Ventura County Public Works Agency. Responsible for managing the Traffic, Encroachment Permit and Transportation Planning Sections. Duties include Development Review, Traffic Mitigation Fee Program, Regulation of Filming Activities and Storm Damage Assessment. General Plan consistency issues and defending the County against road related litigation are major areas of responsibility.

City of Ventura, California: City Transportation Engineer in charge of all transportation and traffic related programs, funding of ISTEA and TEA-21 projects, Petroleum Violation Signal Coordination Grant Program, update of the City's General Plan and Circulation Element. Project Manager of the Capital Projects funded by the City's Traffic Mitigation Fee Program and Gas Tax Fund. Responsible for making presentations at City Council, Planning Commission meeting as well as communicating with the press and holding public workshops.

Responsible for the Traffic Operations section which implements low cost short-term traffic improvement projects to improve traffic safety and capacity at critical intersections, responds to citizens requests and collects count data. Provide technical assistance for the City's Neighborhood Traffic Management Program aimed at calming traffic on residential street. Supervise the Transportation Planning section, which reviews all new development applications and public improvement construction, plans. Project manager in charge of coordinating all transit services in the City provided through South Coast Area Transit. Responsible for implementing a Traffic Management Center and managing the citizen request and information program.

Santa Barbara County, California: Senior Planning and Development Engineer in charge of the Development Review, Plan Check, Encroachment Permit and Traffic Engineering sections of the Planning and Development Division. Prepared annual budget for each section; developed annual and long-range program development; reviewed environmental documents and plans for private development and other public agency projects; coordinated with other divisions, departments, federal, state and local agencies, consulting engineers, contractors, property owners, utility companies, elected officials and the public.

Supervised and reviewed preparation of environmental documents, plans, specifications and estimates for road projects; prepared written and oral engineering reports; coordinated County-supported Transit Systems. Developed, interpreted and presented Departmental policies; evaluated existing or proposed legislation; consulted with County Counsel and appeared in court as an expert witness when necessary. Coordinated with Area Planning Council and Resource Management Department in the updating of the Circulation Element of the General Plan; member of the County's Traffic Engineering Committee and responsible for handling all requests related to traffic engineering.

City of Santa Rosa, California: Traffic Engineer in charge of the Traffic Engineering Division and all aspects of traffic engineering responsibilities; reviewed all construction plans, signing and striping plans as well as all work orders. Developed goals, objectives, and work plans for the Traffic Engineering Division. Reviewed all Traffic Impact studies and prepared budgets for Traffic Engineering Division, and made presentations to City Council, Traffic and Parking Committee and Planning Commission.

Prepared signal timing plans for all signalized intersections; project manager on implementing a microcomputer based Traffic Signal Surveillance system. Conducted traffic safety studies and developed computerized systems for identifying, analyzing and improving high accident locations. Handled meetings to address citizen neighborhood traffic problems. Developed microcomputer system to assist in Traffic Engineering analyses and systematic count data collection program. Provided input to the Capital Improvement Program and technical support to the City Attorney and his staff.

City of Lakewood, Colorado: Principal Traffic Engineer in charge of development review, traffic safety and street lighting program in the Traffic Engineering Division and the State Highway Access Code. Coordinated the review of plans and public improvement agreements for private development; attended Planning Commission hearings; reviewed traffic impact and parking analysis studies. Project Manager for the preparation of the City's Functional Plan and various Capital Improvement Projects; developed Design Standards for adoption into City ordinances. Reviewed geometric design plans for street improvements and prepared preliminary functional design plans for City reconstruction projects by laying out street alignments in developing areas. Assisted in the development of the City's collision record system.

In charge of preparing construction plans for design projects and the City Traffic Safety Program. Reviewed street lighting and construction signing plans. Determined signal timing, using Passer II-80 and the Multisonics VMS 220 signal coordination system.

Jefferson County, Colorado: Transportation Planning Engineer in charge of the Planning Section of the Transportation Division. Coordinated the review of plans for private development proposals in Jefferson County; attended Board of Supervisors hearings; prepared Traffic Impact reports for proposed road network changes. Conducted transportation studies for specific areas within Jefferson County and coordinated preparation of technical reports on sections of the existing road network in most need of improvement.

City of Phoenix, Arizona: Section Supervisor in the Design, Planning, and Safety Division of the Traffic Engineering Department. Prepared safety reports to reduce accidents at high hazard locations and conducted before and after studies to evaluate safety improvements. Coordinated, streamlined, and modernized the Traffic Accident Record Storage Data system using photogrammetry; prepared presentations for public hearings on proposed median island, bottleneck and major street improvement programs. Prepared reports on experimental traffic engineering projects and researched current problems in traffic operations; advisor for the traffic safety and public education campaigns of the Phoenix Traffic Safety Coordinating Committee.

Greater London Council, England: Assistant Engineer in the Road Safety conducting traffic safety studies, developing neighborhood traffic management plans as well as installing roundabouts, pedestrian light controlled (PELICAN) crossings and bus priority lanes, and evaluating the Oxford Street Pedestrian and Transit Mall. Assignments also included researching various techniques for reducing roadway collisions and publishing papers summarizing the results of a variety of research projects.

State Government

Instructor for collegiate courses concerning traffic and transportation engineering for a number of classes having to do with traffic engineering, traffic calming and road design for the University of California at Berkeley. Instructor for U.C. Berkeley for three courses entitled "Fundamentals of Traffic Engineering", "Access Management and Site Design", "Roundabouts" and "Good Practices for Improving Safety at Intersection Locations". These courses are offered through the U.C. Berkeley Institute of Transportation Studies. Instructor for webinars offered by U. C Berkeley Institute of Transportation Studies on topics related to intersection safety, railroad crossings and light rail street operations. A traffic safety expert/evaluator for U.C. Berkeley and for Pedestrian, Bicycle, Road, Traffic Safety and Complete Street Safety Assessments covering over 70 cities and counties throughout California as well as four Native American Tribal Reservations.

PUBLICATIONS

'Roundabouts: Impacts on Accidents', Greater London Intelligence Bulletin, September, 1975.

'Road Safety at Pedestrian Refuges', Traffic Engineering and Control, September, 1977.

'The Greater London "Ride Bright" Campaign - its effects on motorcycle casualties', Traffic Engineering and Control, August, 1978.

'Do Left Turn Arrows Save Accidents?' Westernite, July-August, 1980.

'Optimizing Safety at Stop Sign Intersections', Public Works Magazine, July, 1981.

'Intersection Accidents Reduced Following Change in Run Red Law', APWA, May, 1981.

'Right Way for Wrong Way Driving', ITE Journal, April, 1981.

'Correlating Accidents and Volumes of Intersections and on Urban Arterial Segments', Traffic Engineering and Control, June, 1981.

'Three Ways to Use Pavement Stripes To Cut Accident Rates' Public Works, May, 1982.

'Street Classification Guides Urban Development' American City and County, April, 1983.

'Traffic Impact Analysis for Proposed New Development: A Consistent Approach' Westernite, November-December 1983.

'Access Design and Controls for Urban Development', ITE Technical Notes, February, 1983.

'Establishing Successful Career Guidance and Student Chapter Programs', ITE Journal, September, 1993.

'Trip Generation and Drive Up Facility Storage', Westernite, January-February, 1983.

'Evaluating Shared Parking Proposals for New Development', Public Works, February, 1984.

'Factoring Passerby Trips into Traffic Impact Analyses', Public Works Magazine, May, 1984.

'How Long Should a Safe Pedestrian Clearance Interval be?' ITE Journal, May. 1985.

'Driveway Design and Access Control', APWA Reporter, June, 1985.

'Techniques for Establishing Left Turn Phase Change Intervals', Westernite, November, 1985.

'Determining Locations needing Guardrail Improvements', Public Works, January, 1986.

'Using Precise Planning for an Urban Street Network', Public Works Magazine, July, 1986.

'Trip Generation for Mixed Use Developments', ITE Journal, February, 1987.

'Lee Street: A Twelve-Year Case History of Residential Street Traffic Management Problems', Westernite, November-December, 1986.

'Why Not a Raised Median?' ITE Journal, August, 1987

'Establishing a Traffic Mitigation Fee Program', Hawaii Legislature, January, 1989.

'Writing Effective Request for Proposals', ITE Journal, May, 1989.

'Implementing a Traffic Signal Surveillance System', ITE Journal, August, 1990.

'Comprehensive Safety Program Produces Dramatic Results', ITE Journal, October, 1991.

'Facing up to a Street Closure Epidemic', ITE Journal, October, 1994

'Making Effective Technical Presentations', ITE Journal, January, 1995

'Communicating Effectively with the Public', ITE Journal, October, 1995

'Selecting the Right Consultant Team', ITE Journal, September, 1997

'ITE Emphasizes Pedestrian and Bicycle Issues', ITE Journal, March, 1999

'ITE Pedestrian and Bicycle Task Force', ITE Journal, September, 2000

'Procedure for Turning on New Traffic Signals', Westernite, September-October, 2000

'Alternative Treatments for At-Grade Pedestrian Crossings', ITE Journal, November, 2001

'The Chosen One', Transportation Management & Engineering, Oct. /Nov., 2001

'Signalized Intersection Safety in Europe', U. S. Department of Transportation, Federal Highway Administration, Washington DC, December 2003

'Guidelines for the Activation, Modification or Removal of Traffic Control Signals', an ITE Recommended Practice, Institute of Transportation Engineers, Washington DC, U.S.A., 2005

'Webinars: A Low Cost Method for Providing Effective Technical Training', Westernite, March-April, 2005

'Improving Pedestrian Crossing Safety at Unsignalized Locations", NCHRP Report 562, Transportation Research Board, Washington DC, 2006

"A Technical Guide for Conducting Traffic Safety Assessments and Rural Safety Assessments for California Communities", Institute of Transportation Studies, Technology Transfer Program, UC Berkeley, September 2015

"Going, Seeing, Showing, and Doing, Low-Tech Technology Transfer Works", TR News, Transportation Research Board, Washington DC, August 2017

Lalani, N. and Gunterson, K., 'Countermeasures Prove Effective in Reducing Bicycle Collisions', ITE Journal, May, 2018

EXHIBIT "B"

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

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