

**City of Westminster**

8200 Westminster Blvd. Westminster, CA 92683

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_, 2025, between the City of Westminster (CITY), a municipal corporation located in the County of Orange, State of California, and \_\_\_\_\_ AET & ASSOCIATES \_\_\_\_\_, (CONSULTANT) with principal offices at \_\_\_\_\_.

**WITNESSETH**

**WHEREAS**, CITY desires to engage CONSULTANT to provide professional services for the System Construction of the Bolsa Chica Street - Valley View Street Regional Traffic Signal Synchronization Project (RTSSP) to the City of Westminster, as described and set forth in CITY's Request for Proposals (RFP) released on April 24, 2025, incorporated herein by this reference as if set forth in full; and

**WHEREAS**, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits, and promises hereinabove stated, the parties hereto agree as follows:

**I. SERVICES TO BE PERFORMED**

CITY agrees to engage CONSULTANT to perform the services contained within CONSULTANT's proposal dated May 15, 2025 copy of which is attached hereto as **Attachment "A"** and incorporated herein by this reference as if set forth in full.

**II. TERM**

CONSULTANT shall begin work within ten (10) days following execution of this Agreement by CITY. CONSULTANT shall attempt to complete all tasks within the timeline agreed upon by the CITY and the CONSULTANT. The CONSULTANT shall be responsible for its work schedule only to the extent that the CONSULTANT has reasonable control over the work schedule.

**III. PERFORMANCE TO REASONABLE SATISFACTION OF CITY**

CONSULTANT agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified. Evaluations of the work will be done by \_\_\_\_\_ or his/her designee. If the quality of work is not reasonably satisfactory, CITY, in its discretion, has the right to:

- A)** Meet with CONSULTANT to review the quality of the work and resolve the matter(s) of concern;

- B) Require CONSULTANT to reproduce the work at no additional fee until it is satisfactory; and/or
- C) Terminate the Agreement as hereinafter set forth.

#### **IV. COMPLIANCE WITH LAW**

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State, and Federal laws.

#### **V. FAMILIARITY WITH WORK**

By execution of this Agreement, CONSULTANT warrants that:

- (a) It has thoroughly investigated and considered the work to be performed;
- (b) It possesses any and all licenses which are required under State or Federal law to perform the work contemplated by this Agreement, and shall maintain all appropriate licenses during the performance of this Agreement;
- (c) It has expertise in the area of providing program management professional services;
- (d) It carefully considered how the work should be performed; and
- (e) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

#### **VI. COMPENSATION**

##### **A. Services Described in Proposal**

For the provision of all services rendered under this Agreement in accordance with the scope of services attached hereto and all expenses associated therewith, CITY shall pay CONSULTANT as specified under CONSULTANT's "Fee Proposal".

##### **B. Additional Services**

For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONSULTANT by CITY, such modification of this original Agreement shall be a written request executed by CONSULTANT and approved in writing by CITY.

It is specifically understood that oral requests or approvals of such additional services, change orders, or additional compensation and any approvals from CITY shall be barred and are unenforceable.

##### **C. Payment Procedure**

CONSULTANT shall, on the first of each month, submit a monthly invoice to the CITY for work performed. Within ten (10) working days of receipt of such invoice, CITY shall determine whether CONSULTANT has satisfactorily performed the work described in the invoice. CITY shall thereafter pay CONSULTANT on a monthly basis.

## **VII. TERMINATION**

This Agreement may be terminated with or without cause by CITY at any time by providing CONSULTANT with written notice of termination no less than thirty (30) calendar days in advance of such termination. In the event of such termination, CONSULTANT shall be compensated for services rendered as of the date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of termination. In the event of such termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, data disks, and all such other information and materials as CONSULTANT may have accumulated in performing this Agreement. CITY shall not be liable for any claim of lost profits. Additionally any party may cancel the agreement as a result of negligent service given, at any time, provided that there has been a thirty (30) day warning given in advance to the other party that would allow the other party to correct the problem.

This Agreement may be terminated by CONSULTANT by providing CITY with written notice no less than thirty (30) calendar days in advance of such termination.

## **VIII. COORDINATION OF WORK**

### **A. Selection of Representatives**

The following principals of CONSULTANT are hereby designated as the principals and representatives of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_

The foregoing principals may not be changed by CONSULTANT without the express written approval of CITY.

### **B. CITY Representatives**

The CITY's representatives shall be:

1. \_\_\_\_\_
2. \_\_\_\_\_

or such other person as designated by the City Manager of the CITY. It shall be the CONSULTANT's responsibility to assure that the CITY's representative(s) is kept informed of the progress of the performance of the services, and the CONSULTANT shall refer any decision, which must be made by the CITY, to the representative(s). Unless otherwise specified herein, any required CITY approval shall mean the approval of the CITY representative(s).

## **IX. INDEPENDENT CONSULTANT**

### **A. Consultant Status**

CONSULTANT is an independent CONSULTANT and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth, and, CONSULTANT expressly warrants not to, at any time or in any manner, represent that CONSULTANT, or any of CONSULTANT's officers, employees, or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONSULTANT is, and shall at all times, remain as to the CITY a wholly independent CONSULTANT, and that CONSULTANT's obligations to the CITY are solely such as are prescribed by this Agreement.

### **B. Consultant's Personal Services - Inducement**

This Agreement contemplates that the CONSULTANT's personal services and those of CONSULTANT's officers, employees, and agents are a substantial inducement to the CITY for entering into this Agreement. CONSULTANT may not assign any interest in this Agreement, except upon written consent of CITY. CONSULTANT shall have no authority, express or implied, to bind CITY to any obligation whatsoever.

Furthermore, unless expressly provided otherwise in CONSULTANT's proposal, CONSULTANT shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY. Nothing in this Agreement shall be construed as preventing CONSULTANT from employing as many employees as CONSULTANT deems necessary for the proper and efficient execution of this Agreement.

CITY shall not have the right to control the means by which CONSULTANT accomplishes service rendered pursuant to this Agreement. CONSULTANT shall, at its sole cost and expense, furnish all facilities, materials and equipment that may be required for furnishing services pursuant to this Agreement.

## **X. INDEMNITY, DEFENSE, AND HOLD HARMLESS**

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the CITY and its elected and appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this agreement, except that the indemnity obligation of CONSULTANT shall be reduced by an amount proportional to the active negligence of CITY, if any.

It is understood and agreed that CONSULTANT shall have no indemnity obligations (1) with respect to the determination of traffic signal sequencing and timing, (2) the design of traffic control devices and/or streets and roadways, and (3) where CITY has actual or constructive knowledge of a defect or a malfunction which is unknown to CONSULTANT and of which it is not informed within a reasonable time. This provision shall supersede and replace all other

indemnity provisions contained either in the CITY's specifications or CONSULTANT's Proposal, which shall be of no force and effect.

## **XI. INSURANCE**

- A. CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A", Class X or better in the most recent Best's Key Insurance Rating Guide, and approved by City, the following minimum scope of insurance coverage:
- 1) A policy or policies of broad-form Commercial General Liability Insurance, in a form at least as broad as ISO form #CG 00 01 11 88 or its equivalent, with minimum limits of \$1,000,000 combined single limit coverage per occurrence against any bodily injury, personal injury, or property damage which may occur as a result of wrongful or negligent acts by CONSUL TANT, its officers, employees, agents, and independent contractors in performance of services under this Agreement. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit;
  - 2) Business Automobile Liability Insurance, with minimum combined single limits coverage of \$1,000,000 per accident for bodily injury and property damage. Such insurance shall include coverage for owned (if any) hired, and non-owned automobiles;
  - 3) Professional Liability Insurance on a form approved by the City Attorney with limits not less than \$1,000,000 per claim/aggregate. Architects; and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work; and
  - 4) Workers' Compensation Insurance in accordance with the laws of the State of California, and Employers Liability Insurance, with a minimum limit of \$1,000,000 per accident.
- B. Any deductible or self-insured retention must be declared to and approved by the CITY.
- C. Before CONSULTANT performs any work or prepares or delivers any materials, CONSULTANT shall furnish certificates of insurance and/or endorsements, as required by CITY, evidencing the foregoing insurance coverage on forms acceptable to the CITY, which shall provide that the insurance in force will not be canceled, modified or allowed to lapse without thirty (30) days' written notice to the CITY.
- D. The required insurance policies shall contain, or be endorsed to contain, the following provisions:

1) Commercial General Liability. Business Automobile Liability Policies

a. The City, its officers, officials, employees, and designated volunteers are to be covered as an additional named insured as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied, or use by the CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT.

b. The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, agents, employees, ad designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees, or designated volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees, or designated volunteers.

d. The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and designated volunteers for losses arising from work performed by the CONSULTANT for the CITY.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by CONSULTANT under this Agreement are adequate to protect CONSULTANT, if CONSULTANT believes that any such insurance coverage is insufficient, CONSUL TANT shall provide, at its own expense, such additional insurance as CONSULTANT deems adequate.

The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of CONSULTANT obligation to indemnify the CITY, its elected or appointed officials, officers, agents, employees, or volunteers.

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the CONSULTANT agrees as follows:

The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, marital status, national origin, or mental or physical disability. The CONSULTANT will ensure that applicants are employed and that employees are treated during employment, without regard to their age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

The CONSULTANT shall, in all solicitations and advertisements for employees placed by, or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. The CONSULTANT shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

### **XIII. MISCELLANEOUS**

#### **A. Ownership of Documents**

All reports, as well as all original reproducible drawings, plans, studies, memoranda, computation sheets, floppy disks, and other documents and materials assembled or prepared by CONSULTANT or CONSULTANT's agents, officers, or employees in connection with this Agreement, including any and all copyright interest therein, shall be the property of the CITY and shall be delivered to the CITY upon either the completion or termination of the Project. Copies of said documents may not be retained by CONSULTANT, and shall not be made available by CONSULTANT to any individual or organization without the prior written approval of CITY, except as required by law. CONSULTANT or CONSULTANT's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

#### **B. Notices**

Any notices to be given pursuant to this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

***CITY:***

City of Westminster  
8200 Westminster Blvd.  
Westminster, CA 92683  
Attn: \_\_\_\_\_

***CONSULTANT:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

#### **C. Enforcement of Agreement**

This Agreement shall be construed and interpreted as to both validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in

such county, and CONSULTANT covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**D. Disputes**

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefore.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) calendar days after service of the notice, or if the cure of the default is commenced within thirty (30) calendar days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default creates an immediate danger to the health, safety, and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

**E. Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONSULTANT requiring CITY's consent to or approval of any subsequent act of CONSULTANT, or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**F. Conflicts Of Interest**

CONSULTANT agrees that it shall not make, participate in the making, or in any way attempt to use its position as a CONSULTANT to influence any decision of the CITY in which the CONSULTANT knows or has reason to know that CONSULTANT, its officers, partners, agents, or employees have a financial interest as defined in Section 87103 of the Government Code.

**G. Audit of Records**

In accordance with generally accepted accounting principles, CONSULTANT shall maintain reasonably full and complete records of the cost of and completion of services performed under this Agreement. During the term of this Agreement and for a period of two (2) years after termination of this Agreement, the CITY shall have the right to inspect and/or audit CONSULTANT's records pertaining to this contract and the services to be performed hereunder at CONSULTANT's office location. CONSULTANT agrees to make available all pertinent records for the purpose of such inspection and/or audit at its offices during normal business hours and upon three (3) calendar days' notice from the CITY.

**H. Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different



times, of any other rights or remedies for the same default or any other default by the other Party.

**I. Legal Action**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy and default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**J. Integration**

This agreement represents the entire understanding of the CITY and the CONSULTANT. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. Any work performed, which is inconsistent with or in violation of the provisions of this Agreement, shall not be compensated. This Agreement may not be altered, amended, or modified except in writing executed by both Parties hereto.

**K. Amendment**

This Agreement may be amended only by the written mutual consent of the Parties.

***IN WITNESS WHEREOF***, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CITY OF WESTMINSTER**

<u>CHRISTINE CORDON, CITY MANAGER</u>	<u>DATE</u>
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**ATTEST:**

<u>ASHTON AROCHO, CITY CLERK</u>	<u>DATE</u>
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**APPROVED AS TO FORM:**

<u>SCOTT PORTER, CITY ATTORNEY</u>	<u>DATE</u>
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<u>JODIE GRINER, DIRECTOR HUMAN RESOURCES &amp; RISK MANAGEMENT</u>	<u>DATE</u>
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**CONSULTANT**

<u>SIGNATURE &amp; TITLE</u>	<u>DATE</u>
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<u>COMPANY NAME</u>	<u>ADDRESS, CITY, STATE, ZIP</u>
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EXHIBIT A

# **CITY OF WESTMINSTER**

**8200 WESTMINSTER BOULEVARD  
WESTMINSTER, CALIFORNIA**



## **REQUEST FOR PROPOSAL**

**For the**

**SYSTEM CONSTRUCTION OF THE  
VALLEY VIEW STREET/BOLSA CHICA STREET  
REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT  
IN THE CITY OF WESTMINSTER**

**PREPARED IN THE OFFICE OF THE PUBLIC WORKS DEPARTMENT  
APRIL 2025**

**Proposal Due Deadline:  
3:00 P.M., Thursday, May 15, 2025**

## **NOTICE INVITING PROPOSALS**

NOTICE IS HEREBY GIVEN that proposals will be received from qualified Consultants to provide professional services for the System Construction of the Bolsa Chica Street - Valley View Street Regional Traffic Signal Synchronization Project (RTSSP) in the City of Westminster. The proposing Consultant shall have the relevant expertise to provide the required services.

Responses to this Request for Proposals (RFP) will be accepted until **Thursday, May 15, 2025, at 3:00 p.m.** Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Westminster prior to this proposal due date and time. Interviews are tentatively scheduled for the week of June 2, 2025.

The City of Westminster reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this RFP process as follows:

Request for Proposals (RFP) Release	April 24, 2025
Deadline for Written Questions and Requests	May 8, 2025
Responses and Addenda Issued	May 13, 2025
Technical and Price Proposals Due	May 15, 2025, at 3:00 PM
Interview Firms (TBD based on City review of written proposal)	Week of June 2, 2025
Proposed Approval of Selected Consultant by City Council	June 25, 2025

Proposals shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

<p style="text-align: center;"><b>“SEALED PROPOSAL</b></p> <p style="text-align: center;"><b>FOR</b></p> <p style="text-align: center;"><b>SYSTEM CONSTRUCTION OF THE VALLEY VIEW STREET/BOLSA CHICA STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT IN THE CITY OF WESTMINSTER</b></p> <p style="text-align: center;"><b>DO NOT OPEN WITH REGULAR MAIL”</b></p> <p style="text-align: center;">City of Westminster Bill Pham, TE. Senior Traffic Engineer 714.548.3457 <a href="mailto:hpham@westminster-ca.gov">hpham@westminster-ca.gov</a></p> <p style="text-align: center;">Public Works Department 8200 Westminster Boulevard Westminster, CA 92638</p>
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Proposals shall be mailed, hand-delivered, or sent by courier service. Proposals shall NOT be sent via telegraphic, electronic or facsimile.

All notifications, updates and addenda will be posted on the City's RFP Bid page at

<https://www.westminster-ca.gov/departments/finance/project-proposals-and-bids>

Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

## **INTRODUCTION AND OBJECTIVES**

The City of Westminster, Public Works Department (hereinafter referred to as "CITY") is requesting proposals for the System Construction of the Valley View Street / Bolsa Chica Street Regional Signal Synchronization Project (RTSSP) in the City of Westminster.

The Cities of Westminster, Huntington Beach and Garden Grove were awarded M2 grant from the Orange County Transportation Authority (OCTA) to implement the Valley View Street /Bolsa Chica Street TSSP. The System Construction task of the project involves the procurement and installation of various field equipment, including traffic signal controllers, video detection systems, CCTV cameras, Ethernet switches, battery back up systems, pull boxes, conduits, conductors, and detector-lead-cable (DLC).

## **EXAMINATION OF PROPOSAL DOCUMENTS**

By submitting a proposal, each consultant represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the objectives of CITY.

## **PRE-CONTRACTUAL EXPENSES**

Pre-contractual expenses are defined as expenses incurred by the Consultant in: 1) preparing, reproducing its proposal in response to this RFP, and visiting the site(s) prior to submitting its proposal; 2) submitting its proposal to CITY; 3) negotiating with CITY on any matter related to this RFP and Consultant's proposal; 4) attending the pre-proposal conference, if any; and 5) other matters prior to the date of award of a contract.

CITY shall not be liable for any pre-contractual expenses incurred by consultants in the preparation of proposals. Pre-contractual expenses shall not be included in the fee proposal.

## **ADDENDA/CLARIFICATIONS**

Should the Consultant find discrepancies in or omissions from the RFP, if the intent is not clear, or if the Consultant requires specific information, a request shall be submitted by Thursday, May 13, 2025. The CITY will issue an Addendum should the discrepancy warrant or if additional information is required. Any CITY changes to this RFP will be made by written addendum; no verbal modification by any of CITY's employees or agents concerning this RFP shall be binding.

## **EXCEPTIONS AND DEVIATIONS**

Any exceptions to the requirements of this RFP must be included in the Consultant's proposal. Such exceptions must be included as a separate element of the proposal entitled "Exceptions and Deviations".

## **CONSULTANT'S REPRESENTATIVE**

The Consultant shall assign a responsible representative and an alternate, both of whom shall be identified in the proposal. The Consultant's representative shall remain in charge for the duration of the project. Should the Consultant's primary representative be unable to continue with the project, the Consultant's alternate representative shall become the primary representative. No personnel changes will be acceptable without prior approval by CITY. CITY reserves the right to reject any changes in personnel at any time during the course of this project. CITY also reserves the right to terminate the contract if, in the opinion of CITY, substantial changes in management may jeopardize the requirements of maintenance activities to the satisfaction of CITY.

## **CITY OF WESTMINSTER REPRESENTATIVE AND TEAM**

Bill Pham, T.E. (Senior Traffic Engineer) shall be project manager and contact person for all communications with CITY. CITY review and technical team will be Long Tran (Associate Engineer) and Veronica Johnson (Management Analyst).

## **SUBCONTRACTING**

Only those consultants identified in the proposal as subcontractors or sub-consultants shall be allowed to perform work for this project. Any amendments to this requirement shall be made in writing by the prime consultant to the CITY. The CITY has the right to reject any requested amendments at any time during the course of this project.

## **LICENSES AND PERMITS**

The selected consultant shall be required to obtain a City of Westminster business license within ten (10) business days of selection and must provide a copy to the City Project Manager prior to commencing any work in Westminster. Additionally, Consultant will be responsible for obtaining any licenses/permits required by the Scope of Work.

## **CONTRACTOR LICENSE REQUIREMENTS**

The Consultant or it's sub-contractor is required to have Class A or C10 California contractor license.

## **FEDERAL, STATE, AND LOCAL LAWS**

The Consultant shall comply with all Federal, State, and local laws, rules, regulations, ordinances, and statutes.

## **MISCELLANEOUS**

This request does not constitute an offer of employment or a contract for services. No representation is made hereby that any agreement will be awarded pursuant to this RFP, or otherwise.

The CITY reserves the option to reject at any time any and all proposals, wholly or in part, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability, or performance of the items or services received by any reason of this request.

## **PROPOSAL EVALUATION CRITERIA**

Evaluation criteria used to select the consultant shall include, but not be limited to, the following: consultant(s)'s experience with similar projects; qualifications of the consultant(s) and key personnel, especially the project manager, of the consultant(s) to perform the required work; consultant(s)'s understanding of the project requirements; the ability of the consultant(s) to provide the required services in a timely and cost-effective manner to meet the required schedule; the consultant(s)'s approach to providing the best services for the CITY; and cost. Negotiations with the top-ranked candidate(s) may begin immediately.

## **CONSULTANT SELECTION**

Selection of a Consultant shall be made on a qualifications basis of the proposal submitted. A Selection Committee, comprised of CITY staff, may deem it necessary to shortlist and interview qualified Proposers.

The Selection Committee will review all proposals and rank consultants according to their response to this RFP. The highest ranked consultant(s) may be invited for oral interviews with the Committee. Interviews will be scheduled at a later date. Each participating consultant will be sent written verification of an interview time. Failure to be available at the time of a scheduled interview shall be considered non-responsive and shall be cause for elimination from any further consideration. CITY reserves the right to begin negotiations and enter into a Contract without interviews or further discussion.

## **PROJECT SCHEDULE**

The consultant shall provide a schedule for this project.

## **FEE PROPOSAL**

The fee proposal will be submitted on the form included in **Attachment A**. The fee proposal, submitted under separate cover, shall be a “not to exceed” fee basis quotation to provide a complete product as described herein.



## **INSURANCE REQUIREMENTS**

The Consultant shall procure and maintain, at its own cost, insurance coverage for the duration of this contract. Proof of adequate general liability, auto liability insurance, professional liability, and worker's compensation insurance shall be provided to the CITY prior to commencement of work. The insurance policies shall meet the requirements as set forth in **Attachment B**, incorporated herein by this reference as if set forth in full.

## **INDEMNIFICATION**

Consultant agrees to protect, defend, indemnify, and hold harmless the CITY and its elected and appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this agreement, except that the indemnity obligation of Consultant shall be reduced by an amount proportional to the active negligence of CITY, if any.

It is understood and agreed that Consultant shall have no indemnity obligations (1) with respect to the determination of traffic signal sequencing and timing, (2) the design of traffic control devices and/or streets and roadways, and (3) where CITY has actual or constructive knowledge of a defect or a malfunction which is unknown to Consultant and of which it is not informed within a reasonable time.

## **CONTRACT/AGREEMENT**

The successful consultant shall enter into a Contract with CITY that is based on the contents of this RFP, the Consultant's proposal, and CITY Contract. Where two or more consultants desire to submit a single proposal, only one consultant shall be listed as prime consultant. All others shall be listed as sub-consultants. CITY shall enter into a Contract for this project with a single consultant and not with multiple consultants doing business as a joint venture.

Issuance of this RFP and receipt of proposals does not commit CITY to award a Contract. CITY reserves the right to postpone award of a Contract for its own convenience, accept or reject any or all proposals received in response to this RFP, negotiate with a consultant other than the highest ranked consultant should negotiations with the highest ranked consultant be terminated, and cancel any or all portions of this RFP and resulting Contract.

If an agreement cannot be reached within five (5) working days, CITY may begin negotiations with the next highest ranked candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to re-advertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract.

CITY reserves the right to award the contract to the consultant who presents the proposal which, in the judgment of the CITY, best accomplishes the desired results.

Selection of a Consultant will require final approval from the City Council, and will require the entering into of an agreement (see attached sample marked **Attachment C**).

### **BID PROTEST**

Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or his designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

### **COMPENSATION**

Monthly payments will be made to the Consultant only upon submittal of invoices to CITY. One invoice will include the monthly cost for citywide preventative maintenance. The second invoice will include extraordinary maintenance listed by intersection location.

### **PROPOSAL FORMAT AND CONTENT**

Proposals shall be brief and include a concise address of the following information:

A. Consultant Experience:

1. List a minimum of five (5) recent (within the past three years) city clients for whom similar or comparable services have been performed. Include the name of agency, mailing address, contact name, and telephone number. References will be contacted with a request to rate the quality of the consultant's service on a scale of 1 (unacceptable) to 10 (outstanding).
2. Provide a brief discussion of the consultant including history, financial status, consultant principals, address, contact information, and type of consultant organization such as Corporation, Sole Proprietor, and/or Limited Liability Corporation.
3. Other information that might aid CITY in ascertaining your consultant's qualifications.

B. Consultant Team and Personnel:

Name of consultant, subconsultant(s), names of principals, associates, technicians, and key personnel, their proposed level and areas of responsibility, and their qualifications in those areas. Also include a brief statement of their job description, qualifications (including IMSA certifications), and previous job-related experience with traffic signal system construction or other required specialties such as interconnect/fiber optics. Identify the primary contact with the CITY during the contract period and the level of their authority. The consultant's primary contact and personnel will be an important factor considered by CITY.

1. The following statement shall be included in this section: "Key staff members proposed on the organizational chart shall remain on the project for the duration of the contract." The CITY reserves the right to replace any consultant team member as deemed in the best interest of the CITY. Any request to replace a consultant's key staff member shall be submitted in writing to the CITY for review.
  2. Any changes to personnel assigned to this contract shall be made in writing to the CITY. The CITY reserves the right to reject any proposal with modified personnel.
  3. Project staff resumes of Prime Consultant and proposed sub-consultants with the project-specific areas of responsibilities. If subconsultants are used, names of subconsultant's key personnel for the contract, their professional experience, qualifications, and training which are applicable to this contract, and the scope of services that will be provided by each subconsultant.
3. The percentage and hours allocation of each individual's time devoted to this project.
  4. The office location from which the consultant(s) shall operate.

**Required Attachment** - A summary list of personnel including job titles and percentage of work hours assigned to City of Westminster. This will be used as an attachment to the contract so any changes in personnel or job assignments shall be submitted in writing to the CITY per the terms of the contract.

C. Proposal Format:

1. Three (3) hard copies and one (1) digital file on labeled USB Flash Drive (or equivalent). One of the hard copies shall be marked as "ORIGINAL" and shall be signed by a company official with the power to bind the company and submitted to the City of Westminster.

2. Proposals shall contain no more than fifty (50) pages, including exhibits and resumes, single-sided, single column, portrait layout, 1" side margins and 1/2" top and bottom margins, font size no less than 12 pt., and single or double spaced.
3. Proposals should include, but not be limited to, the following:
  - a. Page numbering
  - b. Table of Contents if applicable
  - c. Section dividers with tabs if applicable
  - d. Identification of offering consultant(s), including name, address, and telephone number of each consultant.
  - e. Prime Consultant organizational chart, which includes subconsultant(s) with names and titles of personnel to be used for this project.
  - f. Acknowledgment of receipt of RFP addenda, if any.
  - g. Concise, complete response to the technical aspects requested in the "Scope of Work".
  - h. Exceptions to or deviations from the requirements of this RFP, separating technical exceptions from contractual exceptions. Any alternative approach proposed by the consultant shall be thoroughly explained and shall meet the objectives of CITY.

Scope and quality of work shall be the principal factors in determining the highest ranked Consultant. Consultants should pay attention to cost details and be accurate in determining their proposed fee.

D. Fee Proposal:

The fee proposal will be submitted on the form included in **Attachment A** and submitted concurrently but under separate cover. The envelope shall be clearly marked on the outside **"FEE PROPOSAL FOR THE VALLEY VIEW STREET/BOLSA CHICA ROAD REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT IN THE CITY OF WESTMINSTER"** and the name of the proposing consultant. The fee proposal shall be a "not to exceed" fee basis quotation to provide a complete product as described herein. The fee summary should also include a cost consistent with the requirements of the Scope of Work. The fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the consultant based on qualifications, and then negotiate a not to exceed contract price based on available funding. Negotiations with the top-ranked candidate(s) may begin immediately.

If an agreement cannot be reached within five (5) working days, CITY may begin negotiations with the next selected candidate(s) and proceed. If necessary, this process will continue until either an agreement is reached or CITY elects to

readvertise for new proposals. CITY reserves the right to reject any and all proposals prior to award of a Contract.

## **SCOPE OF SERVICES**

The scope of services of this project involves the implementation of System Construction, which consists of furnishing and installing various field equipment at six (6) signalized intersections along Bolsa Chica Street per City's Plan No. P-2629, Specifications & Special Provisions (Attachments D & E). The scope of services also includes the following tasks:

- The Consultant shall work directly with the City to schedule, procure, and construct the field improvements for this project.
- The Consultant shall submit product submittals and begin the equipment procurement process immediately after receiving approval from the City.
- The Consultant shall perform or schedule necessary testing for equipment procured for the project.
- The Consultant shall be responsible for the configuration and integration of all devices installed.
- The Consultant shall provide construction management support as needed throughout the project.

The work is located at the following six (6) intersections as further indicated on the Construction Plans:

1. Bolsa Chica Road & Old Bolsa Chica Road
2. Bolsa Chica Road & Duncannon Avenue
3. Bolsa Chica Road & Westminster Boulevard
4. Bolsa Chica Road & St. James Park
5. Bolsa Chica Road & Churchill Avenue
6. Bolsa Chica Road & Rancho Road

The work includes, but not limited to, the installation of traffic signal controller, video detection systems, CCTV cameras, ethernet switch, ethernet hub switch, uninterruptible power supply (UPS) system, and new conduits.

The consultant shall provide services to connect, set up, configure, test, and commission all traffic signal controllers, communications, and new equipment to communicate with the City's Traffic Management Center (TMC) located at the City Hall.

The Consultant may not assign or transfer any interest whether by assignment or notation, without the prior written consent of the City. Any such assignment without such consent shall be void and shall, at the option of the City, terminate this contract.

If the Consultant should neglect to prosecute the work properly or fail to perform any provisions of this contract, the City, after three (3) days written notice to the Consultant, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Consultant; provided, however, that the City Traffic Engineer or his authorized representative shall approve such action and certify the amount thereof to be charged to the Consultant.

**ATTACHMENT “A”**

**FEE PROPOSAL**

## **FEE PROPOSAL**

ITEM	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES
1.	System Construction at the intersection of Bolsa Chica Road / Old Bolsa Chica Road per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions (Attachment D)*.	\$ _____
2.	System Construction at the intersection of Bolsa Chica Road / Duncannon Avenue per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions (Attachment D)*.	\$ _____
3.	System Construction at the intersection of Bolsa Chica Road / Westminster Boulevard per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions (Attachment D)*.	\$ _____
4.	System Construction at the intersection of Bolsa Chica Road / St. James Park per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions (Attachment D)*.	\$ _____
5.	System Construction at the intersection of Bolsa Chica Road / Churchill Avenue per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions Attachment D)*.	\$ _____
6.	System Construction at the intersection of Bolsa Chica Road / Rancho Road per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions (Attachment D)*.	\$ _____
	TOTAL AMOUNT (Not to Exceed):	\$ _____

\*Lump sum cost shall include all the tasks listed in the Scope of Services, including procurement & installation of field equipment per plan and specifications, configuration and integration of equipment, equipment testing and equipment testing coordination as needed, and provide construction management support as needed.



**ATTACHMENT “B”**

# **INSURANCE REQUIREMENTS**

## **CITY OF WESTMINSTER**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS WITH PROFESSIONAL LIABILITY**

Contractor shall procure and maintain for the duration of the contract and thereafter (unless specified below) all insurance that would be kept by a reasonable contractor under similar circumstances against all claims that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees, or subengineers/subcontractors (the "WORK"). The cost of such insurance shall be borne by the contractor and/or included in the Contractor's proposal.

#### **A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office ("ISO") Form #CG 00 01 11 88 Commercial General Liability coverage.
2. ISO Form # CA 00 01 01 87 Business Auto liability coverage, symbol 1 "any auto".
3. Workers' Compensation insurance as required by the State of California and Employers Liability insurance.

#### **B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. **General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to this project/location. This insurance shall be maintained during the term of this contract and for at least ten consecutive years following the completion of the WORK.
2. **Professional Liability:** Contractor shall maintain professional liability insurance appropriate to Contractor's profession, written on a "claims made" basis, with a limit of not less than \$1,000,000 per claim and \$1,000,000 in the aggregate. Architects' and Engineers' coverage shall be endorsed to include contractual liability. The retro date of the policy, if any, shall be prior to the start of the WORK. This insurance shall be maintained during the term of this contract and for at least ten consecutive years following the completion of the WORK. Engineer shall annually submit written evidence of coverage to City. Additionally, Contractor shall provide City with certified copies of the claims reporting requirements contained within the policies. This insurance shall be endorsed to be applicable solely to claims based upon, arising out of or related to the WORK.
3. **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage. Such insurance shall include coverage for all owned, hired and non-owned automobiles. This insurance shall be maintained during the term of this contract and for at least three consecutive years following the completion of the WORK. This insurance shall be endorsed to be applicable solely to claims based upon, arising out of or related to the WORK.
4. **Workers' Compensation and Employers Liability:** Workers' compensation insurance in compliance with all applicable state and federal law, including the Labor Code of the State of California, with limits not less than the amount prescribed by law, and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

#### **C. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retentions applicable to insurance policies required herein must be declared to and approved by City prior to Contractor obtaining such insurance policy. In no event shall any insurance policy required in this contract have a deductible, self-insured retention or other similar provision (including any "fronting" component) in excess of \$50,000 without prior written approval of the City in its sole discretion. At the option of City, either, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, elected and appointed officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

#### **D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability, Automobile Liability, Umbrella/Excess Liability Coverages**
  - a. The City, its officers, elected & appointed officials, employees, and volunteers are to be covered as an additional insured as respects defense and indemnity against claims seeking recovery for: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall not extend to any indemnity coverage for the sole active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b), and shall contain no special limitations on the scope of protection afforded to the City, its officers, elected and appointed officials, employees, or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the

- City, its officers, elected and appointed officials, agents, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Except with respect to the limits of the insurers' liability, the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought and shall provide that an act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Contractor's insurance shall not exclude coverage for suits or claims brought by or on behalf of one insured against any other insured.
  - d. The policies shall be endorsed to include contractual liability.

2. **Workers' Compensation and Employers' Liability Coverage**

Contractor and the insurer shall waive all rights of subrogation against the City, its officers, elected and appointed officials, agents, employees, and volunteers for losses arising from work performed by the Contractor for the City.

3. **Professional Liability Coverage**

Architects' and Engineers' coverage shall be endorsed to include contractual liability.

4. **All Coverages**

a. Each insurance policy required by this document shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the City.

b. Each insurance policy required by this document shall provide that the insurer waives any and all rights of subrogation against the City, its officers, elected or appointed officials, agents, employees, and volunteers for losses arising from work performed by the Contractor for the City..

**E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers authorized to do business by the Insurance Commissioner in the State of California, with a rating by A.M. Best's of no less than A, Class VII. All insurers shall be licensed by or holding admitted status in the State of California.

**F. VERIFICATION OF COVERAGE**

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before any WORK commences, and shall evidence that all premiums have been paid for the entire forthcoming policy period. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The delivery to the City of any certificates of insurance or endorsements hereunder which do not comply with the requirements set forth in this contract shall not waive the City's right to require such compliance.

**G. FAILURE TO MAINTAIN INSURANCE**

If Contractor fails to obtain and maintain the insurance required hereunder, the City shall have the right, but not the obligation, to obtain the same or similar insurance in the name and account of Contractor in which event the Contractor shall pay the cost thereof and furnish upon demand all information that may be requested by the City to permit the City to obtain all such required coverage on behalf of the Contractor. The City shall have the right to offset (without recourse by the Contractor) against any amounts owing to the Contractor, amounts the City reasonably incurs in obtaining insurance required of Contractor herein.

**H. NO LIMITATION ON INDEMNITY**

The procuring of the insurance required in this contract or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of Contractor's obligation to indemnify the City or any of its officers, elected or appointed officials, agents, volunteers or employees.

**I. NO REPRESENTATION**

Neither the City nor any of its officers, agents, volunteers or employees make any representation that the types of insurance and the limits specified to be carried by Contractor under this contract are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

**J. SUBENGINEERS/SUBCONTRACTORS**

All subengineers/subcontractors shall comply with all of the requirements stated in this contract. Contractor shall furnish the City with separate certificates and endorsements for each subengineer/subcontractor.

## GENERAL LIABILITY ENDORSEMENT

CITY OF WESTMINSTER ("The City") - ATTN: Public Works Department

8200 Westminster Boulevard

Westminster, CA 92683

A. **POLICY INFORMATION** Endorsement # \_\_\_\_\_ Effective Date: \_\_\_\_\_

1. Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_
2. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_
3. Name of Insured \_\_\_\_\_
4. Address of Named Insured \_\_\_\_\_
5. Limit of Liability Any One Occurrence/Aggregate \$ \_\_\_\_\_ / \_\_\_\_\_

General Liability Aggregate (Please Initial):

Applies "per location/project": \_\_\_\_\_

6. Deductible or self-insured retention (Nil unless otherwise specified:) \$ \_\_\_\_\_ 7.  
Coverage is equivalent to:  
Commercial General Liability - Form CG 00 01 11 88 \_\_\_\_\_
8. Bodily Injury and Property Damage Coverage is: \_\_\_\_\_ "claims-made" \_\_\_\_\_ "occurrence"  
If claims-made, the retroactive date is \_\_\_\_\_

**NOTE:** *The agency's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. The general aggregate must apply separately to this location/project.*

B. **POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached hereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officers, elected and appointed officials, agents, employees, and volunteers are included as an additional insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased, or used by the Named Insured.

2. **CONTRIBUTION NOT REQUIRED.** The insurance afforded by this policy shall be primary insurance as respects the City its officers, elected and appointed officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as: (a) Insurance Services Office Commercial General Liability Coverage, "occurrence" Form CG 00 01 11; or (b) if excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (a).

4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability. An act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

5. **NO EXCLUSION FOR CROSS-LIABILITY.** The insurance afforded by this policy shall not exclude coverage for suits or claims brought by or on behalf of one insured against any other insured.

6. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, elected and appointed officials, agents, employees, or volunteers, including for any claim for which a failure to comply with the policy's reporting provisions is alleged.

7. **CONTRACTUAL LIABILITY.** The insurance afforded by this policy shall extend coverage to claims for contractual liability.
8. **WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the City, its officers, elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from work performed by or on behalf of the Named Insured for the City.
9. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE** - Incidents and claims are to be reported to the insurer at:

ATTN: \_\_\_\_\_  
(Title) (Department)  
Company: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_ Telephone  
Number: (\_\_\_\_\_) \_\_\_\_\_

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
OF AUTHORIZED REPRESENTATIVE (Original Signature Required on Endorsement Furnished to the City) SIGNATURE

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TEL. # (\_\_\_\_) \_\_\_\_\_

**AUTOMOBILE LIABILITY ENDORSEMENT**

**CITY OF WESTMINSTER ("The City") - ATTN: Public Works Department**

8200 Westminster Blvd. Westminster, CA 92683

A. **POLICY INFORMATION** Endorsement # \_\_\_\_\_ Effective Date: \_\_\_\_\_

1. Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_
2. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_
3. Name of Insured \_\_\_\_\_
4. Address of Named Insured \_\_\_\_\_
5. Limit of Liability Any One Occurrence/Aggregate \$ \_\_\_\_\_ / \_\_\_\_\_
6. Deductible or self-insured retention (Nil unless otherwise specified:) \$ \_\_\_\_\_

B. **POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached hereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officers, elected and appointed officials, agents, employees, and volunteers are included as an additional insured with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured. Coverage shall not extend to any indemnify coverage for the sole active negligence of the additional

insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).

2. **CONTRIBUTION NOT REQUIRED.** The insurance afforded by this policy shall be primary insurance as respects the City its officers, elected and appointed officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected and appointed officials, agents, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This policy affords coverage at least as broad as Insurance Services Office Business Auto Coverage, Form CA 00 01 01 87.
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability. An act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
5. **NO EXCLUSION FOR CROSS-LIABILITY.** The insurance afforded by this policy shall not exclude coverage for suits or claims brought by or on behalf of one insured against any other insured.
6. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officers, elected and appointed officials, agents, employees, or volunteers, including for any claim for which a failure to comply with the policy's reporting provisions is alleged.
7. **WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the City, its officers, elected or appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from work performed by or on behalf of the Named Insured for the City.
8. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.
9. **CONTRACTUAL LIABILITY.** The insurance afforded by this policy shall extend coverage to claims for contractual liability.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE** - Incidents and claims are to be reported to the insurer at:

ATT: \_\_\_\_\_  
(Title) (Department)  
Company: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
TEL. #: \_\_\_\_\_

**WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT**

**CITY OF WESTMINSTER ("The City") - ATT: Public Works Department**

8200 Westminster Boulevard

Westminster, CA 92683

A. **POLICY INFORMATION** Endorsement # \_\_\_\_\_ Effective Date: \_\_\_\_\_

1. Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_
2. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_
3. Name of Insured \_\_\_\_\_
4. Address of Named Insured \_\_\_\_\_
5. Employer's Liability Limit (Coverage B) \_\_\_\_\_

B. **POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached hereto, it is agreed as follows:

1. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) day's prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.
2. **WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, elected and appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from work performed by or on behalf of the Named Insured for the City.

C. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company. \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE (**original signature required on endorsement furnished to the City**)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
TEL. # \_\_\_\_\_

**PROFESSIONAL LIABILITY ENDORSEMENT**  
**CITY OF WESTMINSTER ("The City") - ATTN: Public Works Department**  
8200 Westminster Blvd.  
Westminster, CA 92683

A. **POLICY INFORMATION**                      Endorsement # \_\_\_\_\_ Effective Date: \_\_\_\_\_

1. Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_
2. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_
3. Name of Insured \_\_\_\_\_
4. Address of Named Insured \_\_\_\_\_
5. Limit of Liability Any One Occurrence/Aggregate \$ \_\_\_\_\_ / \_\_\_\_\_
6. Deductible or self-insured retention (Nil unless otherwise specified:) \$ \_\_\_\_\_

B. **POLICY AMENDMENTS**

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached hereto, it is agreed as follows:

1. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.
2. **WAIVER OF SUBROGATION.** The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officers, elected and appointed officials, agents, employees and volunteers for losses paid under the terms of this policy which arise from work performed by or on behalf of the Named Insured for the City.
3. **CONTRACTUAL LIABILITY.** The insurance afforded by this policy shall extend coverage to claims for contractual liability.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE** - Incidents and claims are to be reported to the insurer at:

ATT: \_\_\_\_\_  
                    (Title)                                      (Department)  
Company: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TEL. #: \_\_\_\_\_



**CERTIFICATE OF INSURANCE TO CITY OF WESTMINSTER ("The City")**

Return Completed Certificate to:

CITY OF WESTMINSTER

8200 Westminster Blvd.

Westminster, CA 92683, Att: Public Works Dept.

INSURED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Coverages: 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 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 terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Description of operations/locations/products insured (show contract name and/or number, if any):

POLICIES & INSURERS	LIMITS	POLICY #	EXPIRATION DATE
<b>Workers' Compensation</b> Name of Insurer _____ A.M. Best's Rating _____	Employers Liability \$ _____		
<u>Commercial General Liability</u> Name of Insurer _____ A.M. Best's Rating _____ Claims-Made _____ or Occurrence _____	Commercial General Liability General Aggregate Limit: per project/location \$ _____ Pollution Coverage Limit: Per project/location \$ _____ Products-Completed Operations Aggregate Limit \$ _____ Each Occurrence \$ _____		
Business Auto Policy Liability Coverage Symbol _____ Name of Insurer _____ A.M. Best's Rating _____	Each Person \$ _____ Each Accident \$ _____ Each Accident, Property Damage \$ _____ or Combined Single Limit \$ _____		
<b>Professional Liability</b> Name of Insurer _____ A.M. Best's Rating _____	Amount Per Claim \$ _____ Aggregate Amount \$ _____		
<b>Umbrella Liability</b> Name of Insurer _____ A.M. Best's Rating _____ Claims Made _____ or Occurrence _____	Occurrence/Aggregate \$ _____ Self-Insured Retention \$ _____		

NOTE: If commercial general liability insurance issued or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project.

The following coverage or conditions are in effect:	Yes	No
The City, its elected and appointed officials, officers, agents, employees, and volunteers are named on all liability policies described above as insured as respects: (a) activities performed for the City by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, and (c) premises, owned, leased or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage or limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A, B, and C		
Broad Form Property Damage		
X, C, U Hazards included		
Contractual Liability Coverage applying to this contract		
Liquor Liability		
Coverage afforded the City, its elected and appointed officials, officers, employees, and volunteers as Insured applies as primary and not excess or contributing to any insurance issued in the name of the City.		
Waivers of subrogation from General, Auto, Workers' Compensation and Professional Liability insurers.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

Agency or Brokerage \_\_\_\_\_

Insurance Company \_\_\_\_\_

Address of Home Office: \_\_\_\_\_

Name of Person &amp; Title to Contact: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official insurer.**

**ATTACHMENT “C”**

**SAMPLE AGREEMENT**

**City of Westminster**  
8200 Westminster Blvd. Westminster, CA 92683

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_, 2025, between the City of Westminster (CITY), a municipal corporation located in the County of Orange, State of California, and \_\_\_\_\_, (CONSULTANT) with principal offices at \_\_\_\_\_

**WITNESSETH**

**WHEREAS**, CITY desires to engage CONSULTANT to provide professional services for the System Construction of the Bolsa Chica Street - Valley View Street Regional Traffic Signal Synchronization Project (RTSSP) to the City of Westminster, as described and set forth in CITY'S Request for Proposal (RFP) released on April 24, 2025, incorporated herein by this reference as if set forth in full; and

**WHEREAS**, CONSULTANT is experienced in providing such services for municipal corporations and is able to provide personnel with the requisite experience and background to carry out these duties.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits, and promises hereinabove stated, the parties hereto agree as follows:

**I. SERVICES TO BE PERFORMED**

CITY agrees to engage CONSULTANT to perform the services contained within CONSULTANT'S proposal dated \_\_\_\_\_, a copy of which is attached hereto as **Attachment "B"** and incorporated herein by this reference as if set forth in full.

**II. TERM**

CONSULTANT shall begin work within ten (10) days following execution of this Agreement by CITY. CONSULTANT shall attempt to complete all tasks within the timeline agreed upon by the CITY and the CONSULTANT. The CONSULTANT shall be responsible for its work schedule only to the extent that the CONSULTANT has reasonable control over the work schedule.

**III. PERFORMANCE TO REASONABLE SATISFACTION OF CITY**

CONSULTANT agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified. Evaluations of the work will be done by \_\_\_\_\_ or his/her designee. If the quality of work is not reasonably satisfactory, CITY, in its discretion, has the right to:

- A)** Meet with CONSULTANT to review the quality of the work and resolve the matter(s) of concern;

- B) Require CONSULTANT to reproduce the work at no additional fee until it is satisfactory; and/or
- C) Terminate the Agreement as hereinafter set forth.

#### **IV. COMPLIANCE WITH LAW**

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State, and Federal laws.

#### **V. FAMILIARITY WITH WORK**

By execution of this Agreement, CONSULTANT warrants that:

- (a) It has thoroughly investigated and considered the work to be performed;
- (b) It possesses any and all licenses which are required under State or Federal law to perform the work contemplated by this Agreement, and shall maintain all appropriate licenses during the performance of this Agreement;
- (c) It has expertise in the area of providing program management professional services;
- (d) It carefully considered how the work should be performed; and
- (e) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement.

#### **VI. COMPENSATION**

##### **A. Services Described in Proposal**

For the provision of all services rendered under this Agreement in accordance with the scope of services attached hereto and all expenses associated therewith, CITY shall pay CONSULTANT as specified under CONSULTANT'S "Fee Proposal".

##### **B. Additional Services**

For any additional services, change orders or any additional compensation of any nature to be proposed for payment to CONSULTANT by CITY, such modification of this original Agreement shall be a written request executed by CONSULTANT and approved in writing by CITY.

It is specifically understood that oral requests or approvals of such additional services, change orders, or additional compensation and any approvals from CITY shall be barred and are unenforceable.

##### **C. Payment Procedure**

CONSULTANT shall, on the first of each month, submit a monthly invoice to the CITY for work performed.. Within ten (10) working days of receipt of such invoice, CITY shall determine whether CONSULTANT has satisfactorily performed the work described in the invoice. CITY shall thereafter pay CONSULTANT on a monthly basis.

## **VII. TERMINATION**

This Agreement may be terminated with or without cause by CITY at any time by providing CONSULTANT with written notice of termination no less than thirty (30) calendar days in advance of such termination. In the event of such termination, CONSULTANT shall be compensated for services rendered as of the date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the date of termination. In the event of such termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by CITY, and shall deliver to CITY all plans, data, reports, summaries, data disks, and all such other information and materials as CONSULTANT may have accumulated in performing this Agreement. CITY shall not be liable for any claim of lost profits. Additionally any party may cancel the agreement as a result of negligent service given, at any time, provided that there has been a thirty (30) day warning given in advance to the other party that would allow the other party to correct the problem.

This Agreement may be terminated by CONSULTANT by providing CITY with written notice no less than thirty (30) calendar days in advance of such termination.

## **VIII. COORDINATION OF WORK**

### **A. Selection of Representatives**

The following principals of CONSULTANT are hereby designated as the principals and representatives of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_

The foregoing principals may not be changed by CONSULTANT without the express written approval of CITY.

### **B. CITY Representatives**

The CITY'S representatives shall be:

1. \_\_\_\_\_
2. \_\_\_\_\_

or such other person as designated by the City Manager of the CITY. It shall be the CONSULTANT'S responsibility to assure that the CITY'S representative(s) is kept informed of the progress of the performance of the services, and the CONSULTANT shall refer any decision, which must be made by the CITY, to the representative(s). Unless otherwise specified herein, any required CITY approval shall mean the approval of the CITY representative(s).

## **IX. INDEPENDENT CONSULTANT**

### **A. Consultant Status**

CONSULTANT is an independent CONSULTANT and not an employee of CITY. Neither CITY nor any of its employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and, CONSULTANT expressly warrants not to, at any time or in any manner, represent that CONSULTANT, or any of CONSULTANT'S officers, employees, or agents, are in any manner officers, employees, or agents of CITY. It is distinctly understood that said CONSULTANT is, and shall at all times, remain as to the CITY a wholly independent CONSULTANT, and that CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

### **B. Consultant's Personal Services - Inducement**

This Agreement contemplates that the CONSULTANT'S personal services and those of CONSULTANT'S officers, employees, and agents are a substantial inducement to the CITY for entering into this Agreement. CONSULTANT may not assign any interest in this Agreement, except upon written consent of CITY. CONSULTANT shall have no authority, express or implied, to bind CITY to any obligation whatsoever.

Furthermore, unless expressly provided otherwise in CONSULTANT'S proposal, CONSULTANT shall not subcontract any portion of the performance contemplated under this Agreement without the prior written approval of the CITY. Nothing in this Agreement shall be construed as preventing CONSULTANT from employing as many employees as CONSULTANT deems necessary for the proper and efficient execution of this Agreement.

CITY shall not have the right to control the means by which CONSULTANT accomplishes service rendered pursuant to this Agreement. CONSULTANT shall, at its sole cost and expense, furnish all facilities, materials and equipment that may be required for furnishing services pursuant to this Agreement.

## **X. INDEMNITY, DEFENSE, AND HOLD HARMLESS**

CONSULTANT agrees to protect, defend, indemnify, and hold harmless the CITY and its elected and appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person and for injury to any property, including consequential damages of any nature resulting therefrom, arising out of or in any way connected with the performance of this agreement, except that the indemnity obligation of CONSULTANT shall be reduced by an amount proportional to the active negligence of CITY, if any.

It is understood and agreed that CONSULTANT shall have no indemnity obligations (1) with respect to the determination of traffic signal sequencing and timing, (2) the design of traffic control devices and/or streets and roadways, and (3) where CITY has actual or constructive knowledge of a defect or a malfunction which is unknown to CONSULTANT and of which it is not informed within a reasonable time. This provision shall supersede and replace all other

indemnity provisions contained either in the CITY's specifications or CONSULTANT's Proposal, which shall be of no force and effect.

## **XI. INSURANCE**

- A. CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A", Class X or better in the most recent Best's Key Insurance Rating Guide, and approved by City, the following minimum scope of insurance coverage:
- 1) A policy or policies of broad-form Commercial General Liability Insurance, in a form at least as broad as ISO form #CG 00 01 11 88 or its equivalent, with minimum limits of \$1,000,000 combined single limit coverage per occurrence against any bodily injury, personal injury, or property damage which may occur as a result of wrongful or negligent acts by CONSUL TANT, its officers, employees, agents, and independent contractors in performance of services under this Agreement. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit;
  - 2) Business Automobile Liability Insurance, with minimum combined single limits coverage of \$1,000,000 per accident for bodily injury and property damage. Such insurance shall include coverage for owned (if any) hired, and non-owned automobiles;
  - 3) Professional Liability Insurance on a form approved by the City Attorney with limits not less than \$1,000,000 per claim/aggregate. Architects; and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work; and
  - 4) Workers' Compensation Insurance in accordance with the laws of the State of California, and Employers Liability Insurance, with a minimum limit of \$1,000,000 per accident.
- B. Any deductible or self-insured retention must be declared to and approved by the CITY.
- C. Before CONSULTANT performs any work or prepares or delivers any materials, CONSULTANT shall furnish certificates of insurance and/or endorsements, as required by CITY, evidencing the foregoing insurance coverage on forms acceptable to the CITY, which shall provide that the insurance in force will not be canceled, modified or allowed to lapse without thirty (30) days' written notice to the CITY.
- D. The required insurance policies shall contain, or be endorsed to contain, the following provisions:

1) Commercial General Liability. Business Automobile Liability Policies

a. The City, its officers, officials, employees, and designated volunteers are to be covered as an additional named insured as respects: liability arising out of activities performed by or on behalf of CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied, or use by the CONSULTANT; or automobiles owned, leased, hired, or borrowed by the CONSULTANT.

b. The CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, agents, employees, ad designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees, or designated volunteers shall be in excess of the CONSULTANT'S insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees, or designated volunteers.

d. The CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, and designated volunteers for losses arising from work performed by the CONSULTANT for the CITY.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by CONSULTANT under this Agreement are adequate to protect CONSULTANT, if CONSULTANT believes that any such insurance coverage is insufficient, CONSUL TANT shall provide, at its own expense, such additional insurance as CONSULTANT deems adequate.

The procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of CONSULTANT obligation to indemnify the CITY, its elected or appointed officials, officers, agents, employees, or volunteers.

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, the CONSULTANT agrees as follows:

The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, marital status, national origin, or mental or physical disability. The CONSULTANT will ensure that applicants are employed and that employees are treated during employment, without regard to their age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Such actions shall include, but not be limited to



the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

The CONSULTANT shall, in all solicitations and advertisements for employees placed by, or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. The CONSULTANT shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

### **XIII. MISCELLANEOUS**

#### **A. Ownership of Documents**

All reports, as well as all original reproducible drawings, plans, studies, memoranda, computation sheets, floppy disks, and other documents and materials assembled or prepared by CONSULTANT or CONSULTANT'S agents, officers, or employees in connection with this Agreement, including any and all copyright interest therein, shall be the property of the CITY and shall be delivered to the CITY upon either the completion or termination of the Project. Copies of said documents may not be retained by CONSULTANT, and shall not be made available by CONSULTANT to any individual or organization without the prior written approval of CITY, except as required by law. CONSULTANT or CONSULTANT'S agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

#### **B. Notices**

Any notices to be given pursuant to this Agreement shall be given by enclosing the same in the sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

##### **CITY:**

City of Westminster  
8200 Westminster Blvd.  
Westminster, CA 92683  
Attn: \_\_\_\_\_

##### **CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

#### **C. Enforcement of Agreement**

This Agreement shall be construed and interpreted as to both validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in

such county, and CONSULTANT covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**D. Disputes**

In the event of any dispute arising under this Agreement, the injured Party shall notify the injuring Party in writing of its contentions by submitting a claim therefore.

The injured Party shall continue performing its obligations hereunder so long as the injuring Party cures any default within ninety (90) calendar days after service of the notice, or if the cure of the default is commenced within thirty (30) calendar days after service of said notice and is cured within a reasonable time after commencement; provided that, if the default creates an immediate danger to the health, safety, and general welfare, the CITY may take immediate action. Compliance with the provisions of this Section shall be a condition precedent to any legal action, and such compliance shall not be a waiver of any Party's right to take legal action in the event that the dispute is not cured.

**E. Waiver**

No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. CITY's consent or approval of any act by CONSULTANT requiring CITY's consent to or approval of any subsequent act of CONSULTANT, or any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**F. Conflicts Of Interest**

CONSULTANT agrees that it shall not make, participate in the making, or in any way attempt to use its position as a CONSULTANT to influence any decision of the CITY in which the CONSULTANT knows or has reason to know that CONSULTANT, its officers, partners, agents, or employees have a financial interest as defined in Section 87103 of the Government Code.

**G. Audit of Records**

In accordance with generally accepted accounting principles, CONSULTANT shall maintain reasonably full and complete records of the cost of and completion of services performed under this Agreement. During the term of this Agreement and for a period of two (2) years after termination of this Agreement, the CITY shall have the right to inspect and/or audit CONSULTANT'S records pertaining to this contract and the services to be performed hereunder at CONSULTANT'S office location. CONSULTANT agrees to make available all pertinent records for the purpose of such inspection and/or audit at its offices during normal business hours and upon three (3) calendar days' notice from the CITY.

**H. Rights and Remedies are Cumulative**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different

times, of any other rights or remedies for the same default or any other default by the other Party.

**I. Legal Action**

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy and default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**J. Integration**

This agreement represents the entire understanding of the CITY and the CONSULTANT. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. Any work performed, which is inconsistent with or in violation of the provisions of this Agreement, shall not be compensated. This Agreement may not be altered, amended, or modified except in writing executed by both Parties hereto.

**K. Amendment**

This Agreement may be amended only by the written mutual consent of the Parties.

***IN WITNESS WHEREOF***, the Parties hereto have caused this Agreement to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CITY OF WESTMINSTER**

\_\_\_\_\_  
**CHRISTINE CORDON, CITY MANAGER**

\_\_\_\_\_  
**DATE**

**ATTEST:**

\_\_\_\_\_  
**ASHTON AROCHO, CITY CLERK**

\_\_\_\_\_  
**DATE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**SCOTT PORTER, CITY ATTORNEY**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**JODIE GRINER, DIRECTOR  
HUMAN RESOURCES & RISK MANAGEMENT**

\_\_\_\_\_  
**DATE**

**CONSULTANT**

\_\_\_\_\_  
**SIGNATURE & TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**ADDRESS, CITY, STATE, ZIP**

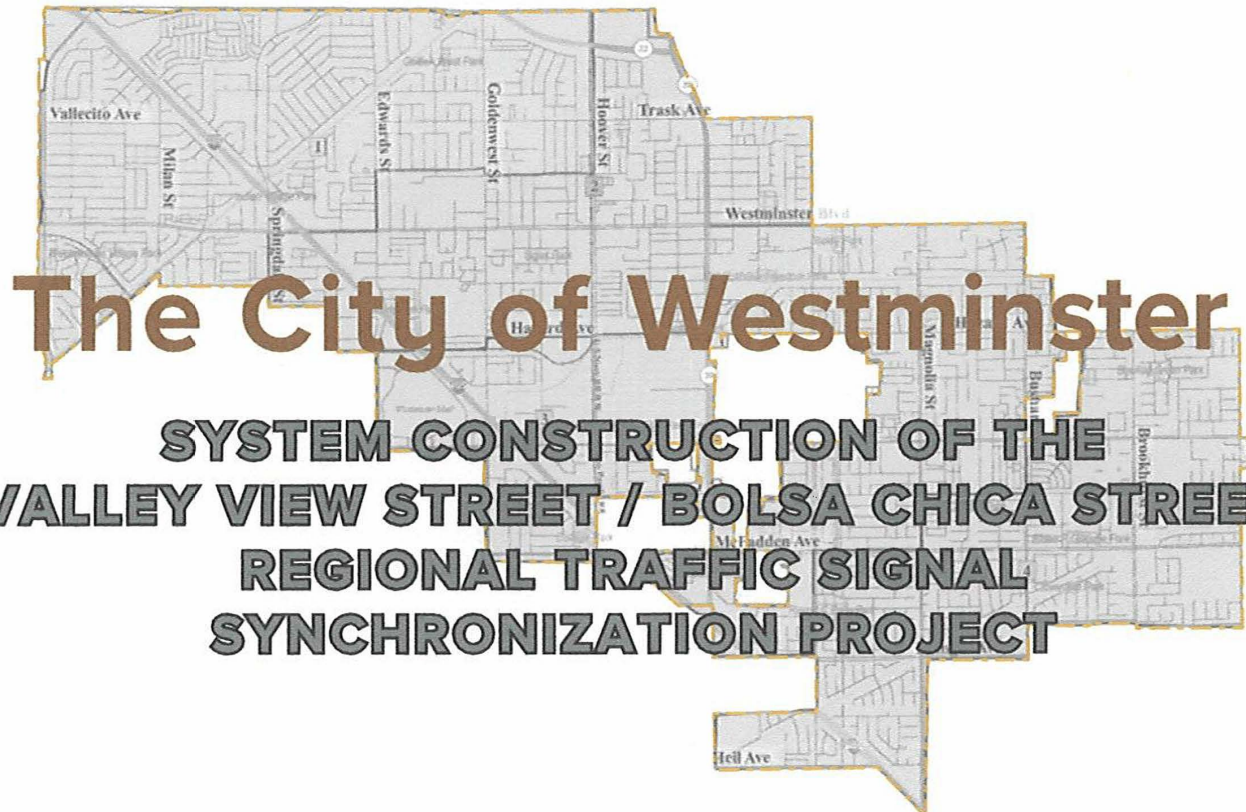
**ATTACHMENT “D”**

**PROJECT PLANS**

**ATTACHMENT “E”**

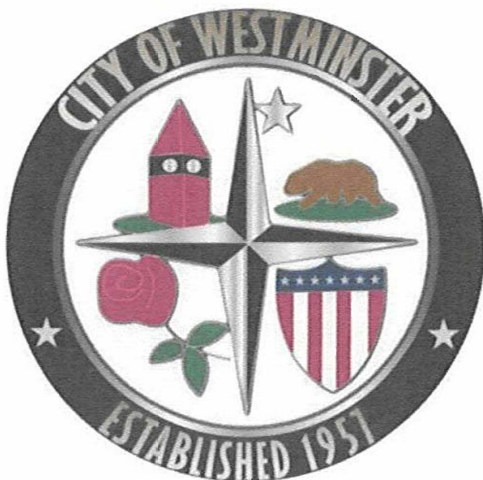
**PROJECT SPECIFICATIONS &  
SPECIAL PROVISIONS**

Proposal for



# The City of Westminister

## SYSTEM CONSTRUCTION OF THE VALLEY VIEW STREET / BOLSA CHICA STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT



Prepared May 15, 2025 by



**City of Westminster**  
Public Works Department  
**Attention: Mr. Bill Pham, TE**  
Senior Traffic Engineer  
8200 Westminster Boulevard  
Westminster, CA 92683

**May 15, 2025**

**Subject: Architectural Engineering Technology, Inc. (AET & Associates) Proposal  
Submittal for the City of Westminster, System Construction of the Valley View Street/  
Bolsa Chica Street Regional Traffic Signal Synchronization Project**

**Dear Mr. Pham and Members of the Evaluation Committee,**

The City of Westminster plays a vital role in serving the residents of North Orange County by maintaining a safe, efficient, and adaptive traffic signal and transportation network. This network—comprising freeways, arterials, complete streets, and an integrated signal system—facilitates essential mobility throughout the City.

The regional **Traffic Signal Synchronization Project (TSSP)** is a key investment aimed at improving traffic flow and safety by establishing coordinated signal timing across jurisdictional boundaries. The implementation of this project will modernize the City's infrastructure through the installation of advanced signal control equipment and the deployment of updated time-of-day (TOD) signal coordination plans. These enhancements will ultimately reduce travel times and improve operations for all roadway users.

**AET & Associates** is proud to offer the experience, resources, and availability needed to support the City in delivering a high-quality and forward-thinking TSSP implementation. Our team brings a proven history of delivering ITS, traffic signal, and system integration projects throughout Orange County and beyond.

## **Why AET is the Right Fit for Westminster's TSSP**

### **A Trusted Project Manager.**

Our Project Manager, **Kenny Chao, IMSA**, is an Orange County resident with over 22 years of experience managing traffic signal and ITS improvement projects, including TSSP programs throughout the County since 2008. Kenny has worked extensively with OCTA, managing projects with complex signal coordination and system design components. With our office located just 20 minutes from City Hall, Kenny will provide hands-on leadership and responsive support throughout the project lifecycle.

### **A Skilled and Local Team.**

AET has assembled a dedicated and experienced team—including key experts from **Yunex Traffic** such as **Josh Ferras, Chuck Hamilton, and Naim Yanie**—who are highly familiar with the City of Westminster's traffic infrastructure. Our team has a strong track record delivering signal coordination, system design, and ITS integration projects in collaboration with OCTA and other public agencies.





### Unmatched Client Focus.

This TSSP project will be AET's sole OCTA-funded effort in Orange County at this time, allowing us to devote our full attention and resources to the City of Westminster. Unlike other firms balancing multiple RTSSP contracts, AET's focused approach means your project will receive exceptional service, day-to-day responsiveness, and priority support throughout. We are committed to helping the City achieve its current and future ITS goals.

Our approach is built on collaboration, clear communication, and a shared commitment to excellence. We understand the project's technical requirements, recognize the importance of inter-agency coordination, and are ready to help you deliver a modern and sustainable transportation corridor.

We appreciate the opportunity to submit our proposal and would welcome the chance to meet and further discuss our qualifications and approach. Please feel free to contact **Kenny Chao, IMSA** at [kchao@aetandassociates.com](mailto:kchao@aetandassociates.com) or **(424) 392-9188** with any questions or to schedule a follow-up discussion.

Sincerely,



**Kenny Chao, IMSA**

Project Manager

m: 424.392.9188 | e: [kchao@aetandassociates.com](mailto:kchao@aetandassociates.com)



# FIRM BACKGROUND AND SIMILAR PROJECT EXPERIENCE

The AET team has a unique mixture of ITS and city-wide deployment of design and ITS gap closure for a majority of, if not the entire network for Southern California cities.

## FIRM PROFILE

**AET & ASSOCIATES (AET)**, founded in 2017 and established in 2018, AET provides a wide range of system engineering, traffic engineering, Intelligent Transportation Systems design, and transportation planning consulting services to municipalities, counties, and state departments of transportation throughout Southern California. AET offers specialized engineering knowledge that comes from our full range of services for transportation design projects. They are recognized locally for ITS planning, design, implementation, and integration expertise.

AET provides expert services in traffic engineering, transportation planning, and network communication. AET engineers and planners have extensive expertise in traffic signal design, traffic signal timing, traffic management center (TMC), systems planning, traffic management, network engineering, systems engineering, and system implementation.

AET's wide breadth of transportation experience provides our clients with a unique blend of planning, operations, and design expertise. Our staff has worked with multi-jurisdictional agencies, traffic and planning commissions, city and county

councils, and other groups to develop sound transportation solutions. We stay abreast of continuing changes to capacity analysis through professional societies and technical committees.

AET staff has been a trusted partner providing professional services to local agencies throughout Los Angeles and Orange counties for the past 20 years. In that time, we have worked on and/or completed several important projects for Orange County cities.

Our experience helps facilitate consensus among stakeholders because we understand forecasts, concept development, design, and how to carry projects through to completion. At AET, we understand what works for communities, agencies, and transportation users.

We bring a reliable, multi-disciplined team with substantial resources whose experience is unmatched in the industry. Design it right the first time and it will last a lifetime. Our engineers know municipalities and design networks for the latest technologies. Our extensive experience will help the City of Torrance deliver a successful project.

## AET TEAM MEMBER'S PROJECT HISTORY

15+

TSSP PROJECTS FOR CITIES AND OCTA

20+

YEARS AET STAFF HAS WORKING IN ORANGE COUNTY

575+

INTERSECTIONS / COMMUNICATIONS / DESIGN & NETWORK INTEGRATION PROJECTS WITHIN ORANGE COUNTY



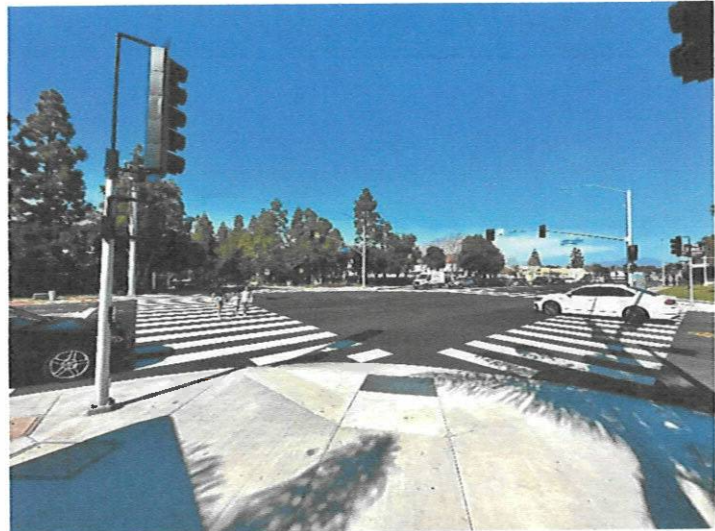
## RELEVANT PROJECT DESCRIPTIONS



### Project No. 1

#### City of Costa Mesa: Baker - Placentia - Victoria - 19th Street TSSP, Costa Mesa, CA

The City of Costa Mesa engaged AET to spearhead the design, installation, and execution of the Baker-Placentia-Victoria 19th Street Regional Traffic Signal Synchronization Project, with the primary objective of optimizing traffic flow and safety across four key corridors. This comprehensive endeavor involved a meticulous assessment of signal coordination along these routes, covering a total of thirty-nine intersections within the city's jurisdiction, in addition to two intersections overseen by Caltrans.



The project's scope extended to the replacement of outdated traffic signal controllers at thirty-three signalized intersections within Costa Mesa, coupled with the incorporation of cutting-edge technology such as EOS timing sheet conversion and upgraded communication equipment. These enhancements encompassed a range of features, including video detection for bicycles, pedestrian countdown heads, audible accessible pedestrian push buttons, GPS Emergency Vehicle Preemption (EVP) units, and Traffic Management Center (TMC) upgrades.

Furthermore, the project seeks to enhance pedestrian safety and mobility through optimized crossing timings, the introduction of leading pedestrian intervals (LPI), improved bicycle detection, and extended green timings, thereby bolstering safety measures across all transportation modes.

In line with the city's steadfast dedication to pedestrian safety, the Public Works department has recently rolled out LPIs at all intersections within the project's scope. This addition complements the suite of safety measures implemented at twenty-six other signalized intersections within Costa Mesa, as part of the Baker-Placentia-Victoria-19th Street Traffic Signal Synchronization Project.

The LPI initiative grants pedestrians a five-second head start during the walk phase, synchronized with a red/stop phase for vehicles. By prioritizing pedestrian visibility and safety during crossings, LPIs significantly enhance pedestrian safety within the city limits.

- Contract Status/Dates: Completed; 2022-2024
- Contracting Agency: City of Costa Mesa
- Schedule/Budget: Completed before schedule and on budget
- Reference Contact: Noel Casil, PE, Senior Engineer, Public Works  
(310) 544-5245, NCasil@rpvca.gov

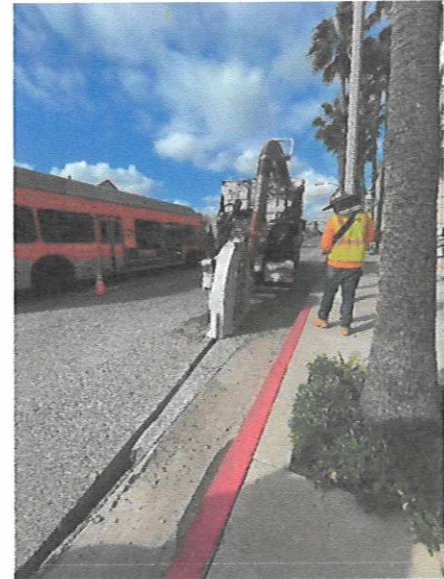
## RELEVANT PROJECT DESCRIPTIONS



### **Project No. 2 City of San Gabriel: Adaptive Traffic Responsive Signal Control Project & ITS Improvements, San Gabriel, CA**

AET has delivered engineering services for the preparation of plans, specifications, and estimates (PS&E), as well as responsive signal timing for the City of San Gabriel. This project aims to enhance traffic flow along major arterials within the city by implementing traffic signal improvements. This includes the installation of fiber optics connecting traffic signals along San Gabriel Blvd., Valley Blvd, Del Mar Ave., and Las Tunas Dr., thereby establishing a 10-gig core system for the city.

The project entails various enhancements, such as the installation of new 2070 ATC controllers, conversion of timing sheets from bitrans to D4 plus LA Metro TSP, deployment of fiber optic communication network equipment, establishment of communication hubs, deployment of ethernet switches, installation of video detection systems, CCTV cameras, and upgrades to ATC cabinets.



These signal timing enhancements are anticipated to enhance public safety and streamline traffic movement patterns at this heavily congested location.

- Contract Status/Dates: Completed; 2021-2023
- Contracting Agency: City of San Gabriel  
Alan Mai, PE, Senior Civil Engineer  
(626) 308-2825, amai@sgch.org
- Schedule/Budget: Completed on schedule and on budget

## RELEVANT PROJECT DESCRIPTIONS



### Project No. 3

#### City of Torrance: Design, Procurement, and Implementation of Transportation System Improvement, Torrance, CA

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AET completed a citywide network communication improvement for the City of Torrance. The city current network consists of a mix of mostly copper interconnect, some fiber optic interconnect, and some Ethernet radio systems connected to traffic signal controllers via unmanaged Ethernet switches. The network is a flat network and suffers from data congestion (data storms) causing traffic signal communications to be inconsistent.

The project consists of upgrading the Ethernet switches at each traffic signal controller cabinet and implementing a new revised internet protocol (IP) address scheme that will allow communication through multiple layers within the network. This will increase the capacity of the City's interconnect network and provide more consistent communication between the City's traffic signal control room and each traffic signal. The enhanced communication would assure that City staff can monitor the system to verify proper function.

- Contract Status/Dates: Completed
- Contracting Agency: City of Torrance
- Schedule/Budget: Completed before schedule and on budget
- Reference Contact: Jessamine Que, Associate Engineer - Public Works Department  
(310) 618-3066, JQue@TorranceCA.Gov



## RELEVANT PROJECT DESCRIPTIONS



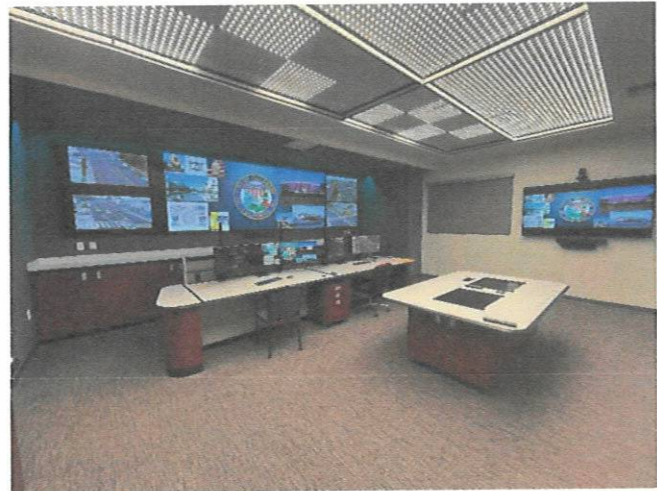
### Project No. 4

### City of Inglewood: Enhancing City's ITS Network Infrastructure

The project aimed to upgrade the City's original network infrastructure, which operated on a simple flat Layer 2 communication switch configuration lacking a gateway mechanism. While functional, this setup had potential for improvement in scalability, resource allocation, and dynamic routing protocols. Recognizing the opportunity for enhancement, the City embarked on a migration towards a more advanced Layer 3 OSPF communication switch network.

Key Components of the Project:

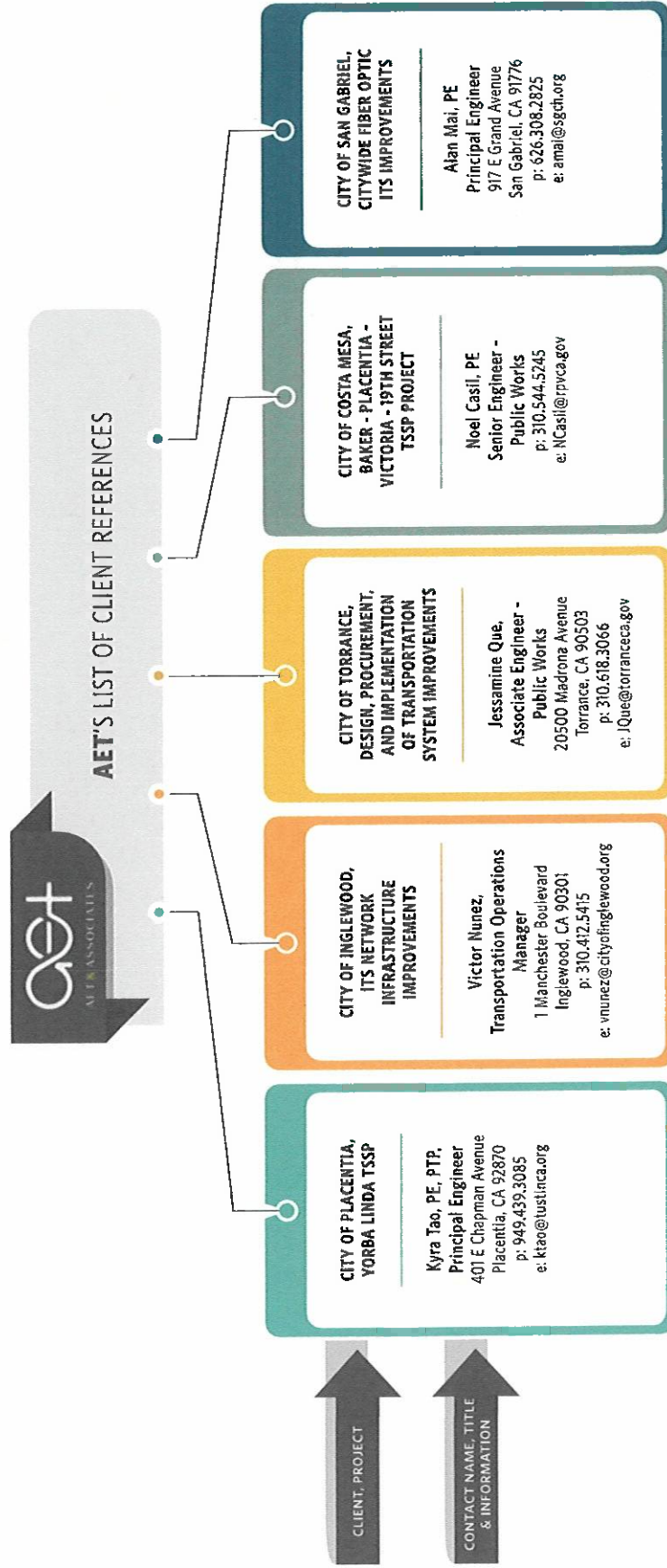
- i. Developing a new IP scheme to facilitate the seamless migration of both legacy and next-generation networks.
- ii. Implementing multiple layers of network redundancy, integrating hardware and software redundancies utilizing OSPF, VRRP, and RSTP protocols.
- iii. Upgrading the existing communication infrastructure to accommodate the data demands of the new Intelligent Traffic System and ensuring compliance with the security requirements for upcoming venues under construction.



- Contract Status/Dates: Ongoing; 2023-current
- Contracting Agency: City of Inglewood  
Victor Nunez, Traffic Operations Manager  
(310) 412-5415, vnunez@CityofInglewood.org
- Schedule/Budget: *ongoing*

# REFERENCES

AET welcomes the City of Westminster to contact our references and reaffirm our integrity, reputation, and qualifications as well as fiscal responsibility as it relates to all the above consultation services provided through our team.



## **AET & ASSOCIATES | RELEVANT EXPERIENCE**

- City of Costa Mesa: Baker - Placentia - Victoria - 19th Street Traffic Signal Synchronization Project (TSSP), Costa Mesa, CA
- City of Yorba Linda: Yorba Linda Boulevard Traffic Signal Synchronization Project (TSSP)
- City of Laguna Niguel: Alicia Parkway Traffic Signal Synchronization Project (TSSP)
- City of Santa Ana: KGG (Kraemer, Glassell, Grand) Traffic Signal Synchronization Project (TSSP) (Cities: Santa Ana, City of Orange, Anaheim, Placentia & Brea)
- City of Huntington Beach: Bolsa Chica Traffic Signal Synchronization Project (TSSP) (Westminster)
- OCTA Countywide Signal Synchronization Baseline
- OCTA I-405 Toll Lanes Improvements ITS Support (City of Westminster)
- Caltrans I-405 Multi-Asset project
- City of Orange, Chapman Avenue & Batavia Street Traffic Signal Modification Design
- City of Torrance: Design, Procurement, and Implementation of Transportation System Improvements
- City of Inglewood: ITS Fiber Optic Gap Closure and ITS Network Infrastructure Upgrade
- City of San Gabriel: Citywide Fiber Optic ITS Improvement and Adaptive Traffic Responsive Signal Control Project

## **AET & ASSOCIATES | STAFF RELEVANT EXPERIENCE**

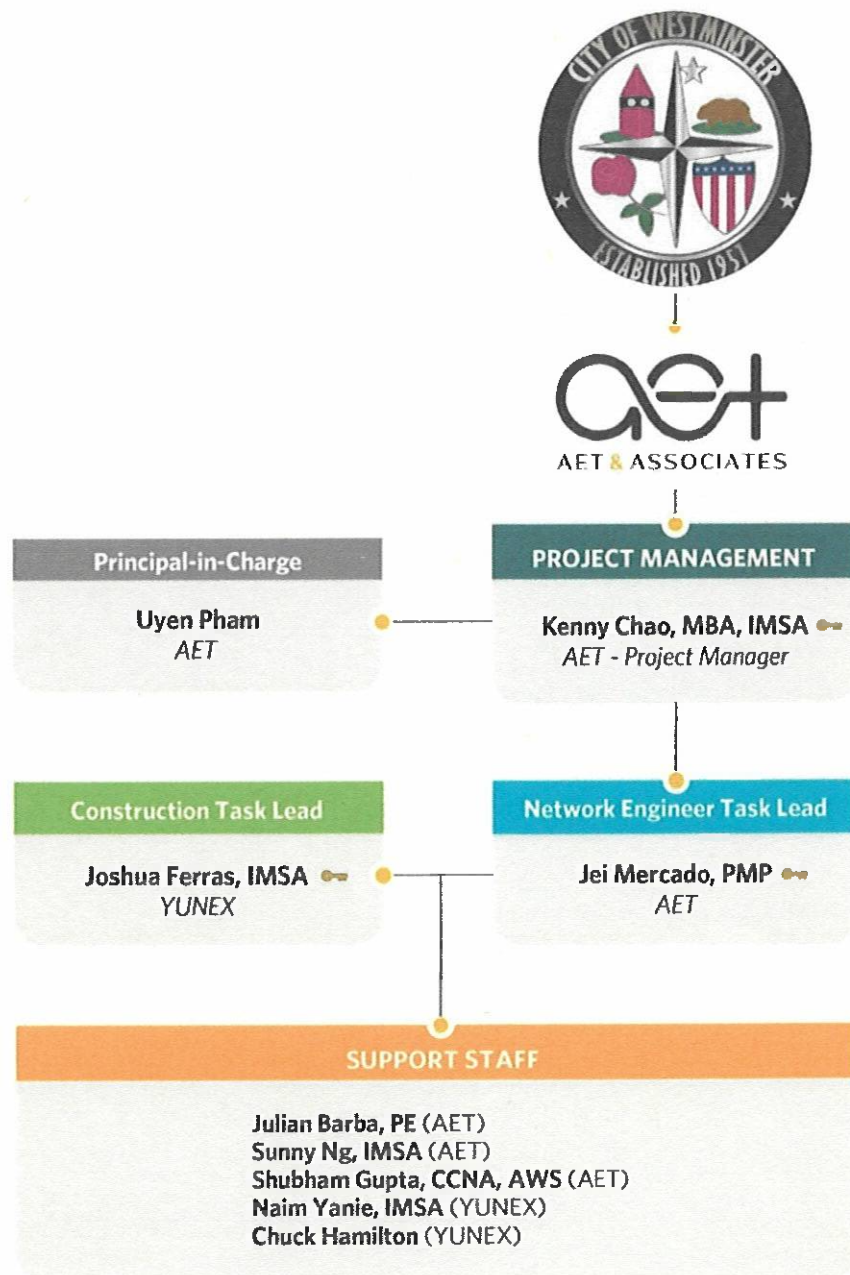
- OCTA TSSP, Goldenwest Street, Orange County, CA
- OCTA TSSP, State College Boulevard, Orange County, CA
- OCTA TSSP, Westminster/17th Street, Orange County, CA
- OCTA TSSP, Magnolia Street, Orange County, CA
- City of Anaheim, Anaheim Boulevard TSSP, Anaheim, CA



## Project Management Team – Trusted Partnership!

AET has assembled a highly skilled and experienced team to manage the City of Westminster's System Construction of the Valley View Street/Bolsa Chica Street Regional Traffic Signal Synchronization Project. Our team brings extensive expertise in project management, system engineering, communications, and Intelligent Transportation Systems (ITS) devices.

The team is led by Project Manager Kenny Chao, who has a wealth of experience in ITS, traffic signal systems, and communications infrastructure. Kenny has a proven track record of successful collaborations with local agencies, including cities within Los Angeles County and LA Metro, delivering complex projects of similar scale and scope. His in-depth knowledge of both the technical and collaborative aspects of these projects ensure efficient project execution and alignment with the City's objectives.



### Subconsultant Partners

YUNEX YUNEX Traffic

Key Staff

## PROJECT MANAGER

Under the leadership of Kenny Chao, EMBA, IMSA, all task work for this on-call will be completed with the utmost quality and continuity. Kenny serves as the Project Manager and has the authority to allocate resources and serve as the primary contact with the City of Westminster and other entities as directed by the City. He has over 22 years of experience in providing professional services in traffic engineering and ITS, and has successfully completed numerous projects throughout Orange County and Southern California, including Traffic Signal Synchronization Projects (TSSPs), Bus Signal Priority (BSP), and ITS Design Projects.

As the Project Manager, Kenny will be responsible for coordinating staff activities, project strategy, and overseeing work from project inception to completion. He has a

solid technical foundation and a reputation for developing teams and leading them to achieve outstanding results in fast-paced, dynamic environments. Kenny is a highly effective traffic and ITS engineer who skillfully meets challenges and creates positive change. He is a creative and detail-oriented professional with a record of success in project management and delivery of projects on time and within budget.

Kenny, a Principal at AET, is the designated experienced senior staff who will be responsible for delivering services in accordance with the established Scope of Services. With his extensive background and experience on projects similar to this one, Kenny is the ideal Project Manager for the City of Westminster due to his deep ties within the community.



22+ YEARS OF PROFESSIONAL  
ENGINEERING EXPERIENCE IN  
PUBLIC AND PRIVATE SECTORS

15+ TSSP PROJECTS COMPLETED

525+ INTERSECTIONS/COMM DESIGN  
& NETWORK INTEGRATION  
WITHIN SOUTHERN CALIFORNIA

245+ TRAFFIC INTERSECTION DESIGN



Jei has a background in Electronic and Computer Engineering and spent most of his career on mission-critical applications. Jei's project management background is often used for internal and external projects to help define scope, identify constraints, mitigate risks, limit timeline delays, and provide effective communication to stakeholders. Jei has spent years in ITS allowing him insight on the needs and understanding from agency perspectives to build networks for long term usage and scalable growth. Jei has worked with unique infrastructure that requires the use of legacy interconnect, ethernet, fiber, wireless, and cellular communication for means of bringing data back to the traffic management center.

## **Joshua Ferras | Construction Manager**

Joshua have successfully managed numerous OCTA projects as both the Project Manager and Superintendent. A few of the previous OCTA projects Joshua have managed in his career are listed below.

- OCTA Adams Ave RTSSP Project (Huntington Beach)
- OCTA Newport Ave/Blvd Corridor TSSP (City of Tustin & County of Orange)
- OCTA Bristol Street RTSSP (Newport Beach, Costa Mesa & Santa Ana)
- OCTA Chapman Corridor TSSP (Garden Grove, City of Orange, & County of Orange)
- OCTA KGG (Kraemer, Glassell, Grand) RTSSP (Santa Ana, City of Orange, Anaheim, Placentia & Brea)
- OCTA Warner RTSSP (Santa Ana, Fountain Valley & Huntington Beach)
- OCTA - First TSSP (Santa Ana)



## AET TEAM BIOS

The traffic team at AET consists of staff members who have worked on numerous traffic engineering projects throughout Orange County. With a proven track record of success in project delivery and extensive project experience, the AET Team is fully committed to ensuring the success of this on-call agreement. The AET Team of professionals is well-balanced and has experience working together on multiple successful traffic design projects. Full team resumes can be found in the following pages.



Uyen has over 20 years of experience in client relations and a background in Architecture and Planning. Uyen has experience coordinating, researching, and implementing projects across a variety of fields from development contracts to small business plans. Her expertise is in creating and delivering customized plans tailored to the needs of organizations.



Julian has over 15 years of experience working in ITS Design & Integration, Traffic Engineering, and has successfully completed multiple projects for several local and state agencies across the West Coast, as well as private development clients. Mr. Barba's software experience includes AutoCAD 2022, MicroStation V8i, VisiWave, Tru-Traffic, Synchro9, Microsoft Project, and Visual Professional Lighting.



Sunny has a wide variety of experience in transportation planning and design including intelligent transportation systems (ITS), traffic design, traffic signal communication systems, roadway and highway design, lighting, signing, and striping, bikeway designs, and traffic control plans. He has worked on standards and design plans for many agencies throughout Southern California. Sunny carries the adept ability of managing multiple projects while satisfying clients' needs and expectations. As a skilled professional, Sunny's strengths include complex problem solving and analytical thinking. With technology constantly expanding and improving, Sunny has taken courses throughout his career to continually educate and understand the workings of Intelligent Transportation Systems.

# PROJECT ALLOCATION HOURS

## Valley View Street / Bolsa Chica Road TSSP Project Allocation Hours

Task Description	Project Manager	Sr. Engineer	Engineer	Asst. Engineer	Total Hours by Task
1 Project Management					
Project Management/Meetings	80				80
2 Construction Phase					
Construction Support	20	20	20		60
3 System Integration Phase					
System Integration		80	80	40	200
Total # of Hours	100	100	100	40	



## **FIRM PROFILE | LEGAL COMPANY NAME**

Architectural Engineering Technology, Inc. (AET & Associates)

**DBE / SBE** Certified

**DIR:** PW-LR-1000877397

**TYPE OF LEGAL ENTITY:** S-Corporation

**YEARS IN BUSINESS:** 7 years

## **CONTACT PERSON**

**Kenny Chao, Principal**

kchao@aetandassociates.com

(424) 392-9188

## **OFFICE LOCATION**

18340 Yorba Linda Blvd., Suite 107,

Yorba Linda, CA 92886,

(714) 982-0398

## **ACKNOWLEDGEMENT OF RFP ADDENDUM**

We acknowledge the release of 1 addendum for this RFP.

## **EXCEPTIONS TO OR DEVIATIONS**

AET has carefully review and is familiar with the RFP, its terms, and conditions, and accepts and will comply with the requirements and terms and conditions, as outlined. We have no exceptions or deviations from the requirement in the RFP.

## SCOPE OF SERVICE

### Task 1: Project Management

Project Management will serve as the backbone of this effort, ensuring that all work is completed efficiently, on schedule, and in alignment with the City's objectives throughout the construction phase. This task encompasses the day-to-day oversight required to keep the project moving forward, including coordination meetings, schedule tracking, progress reporting, invoicing, and overall project administration.

The primary goal of this task is to deliver the project in a timely and cost-effective manner for the City and its partners. Key responsibilities include:

- Managing the consultant team's resources, schedule, and deliverables
- Leading and documenting project meetings
- Preparing and submitting required project documentation and monthly invoices
- Maintaining consistent communication and coordination with all stakeholders

Kenny Chao will serve as the Project Manager, ensuring that all tasks are completed to a high standard of quality, within the six-month construction schedule. Kenny will dedicate the majority of his time to overseeing this project, supported by his experienced core team: Jei Mercado, Julian Barba, and Josh Ferras (Yunex Traffic).

Our project management approach is rooted in trust, transparency, and collaboration. We align our efforts with the City's goals by maintaining open lines of communication and fostering a shared understanding of project objectives. This is achieved through:

- Partnering sessions
- Task force and coordination meetings
- Weekly team check-ins
- Digital communication tools that ensure seamless information sharing

With this structured and responsive approach, our team is committed to not only meeting expectations but exceeding them—serving as a trusted partner to the City throughout this project and into future collaborations.

### Task 2: System Construction

This task focuses on the physical implementation of the traffic signal and Intelligent Transportation System (ITS) infrastructure necessary to support the project objectives. This phase involves the installation of essential field elements including traffic conduits, conductor cable, video detection systems, CCTV cameras, and related ITS equipment.

The following scope of work will be performed under this task:

### **Conduit Installation**

New underground conduit systems will be installed to support communication and power routing for signal operations and ITS devices. Installation will follow all applicable City and Caltrans standards, including appropriate depth, spacing, and trench restoration requirements. Coordination with utility owners and review of existing substructures will be conducted prior to any trenching or boring activities.

### **Conductor Cable Pulling**

Following conduit installation, new conductor cables will be pulled through the installed pathways to support signal phasing, pedestrian actuation, and interconnectivity between cabinets and field devices. Proper labeling, termination, and testing of all conductors will be performed to ensure reliable operation and signal controller integration.

### **Video Detection System Installation**

Video detection systems will be installed at designated intersections to provide vehicle presence and movement detection capabilities. These systems will be mounted per manufacturer specifications and City guidelines. System components include cameras, processors, detection zone configuration, and wiring to the signal controller. Post-installation, systems will be field tested and fine-tuned for optimal detection performance.

### **CCTV Camera Installation**

Closed-Circuit Television (CCTV) cameras will be installed on traffic signal poles to enhance traffic monitoring and remote incident management. Each camera will be networked back to the City's Traffic Management Center (TMC) via the fiber communication system.

### **ITS Equipment Installation**

Additional ITS field equipment, including Ethernet switches, controllers, battery backup system, and power supply components, will be installed at each locations. All devices will be mounted, powered, configured, and integrated into the network infrastructure in coordination with the City's specifications. A thorough field verification will ensure compatibility with existing and new systems.

### **Construction Documentation and As-Built Plans**

AET will be responsible for documenting any changes encountered by the contractor during construction. Upon completion of the field work, AET will conduct site visits to verify and record final improvements along the corridor. These deviations from the original plans will be incorporated into a comprehensive set of as-built plans, which will be submitted to the City upon completion. This process ensures accurate records of all constructed infrastructure for future maintenance and operations.

### **Coordination and Quality Control**

All construction activities will be carefully coordinated with City staff and utility agencies to avoid conflicts and minimize disruption. Field inspections, testing, and documentation will be performed throughout construction to maintain quality and adherence to project requirements.



### **Task 3: System Integration**

AET will lead the system integration effort in close coordination with the City, ensuring that all Intelligent Transportation System (ITS) components are successfully configured, tested, and integrated into a cohesive, fully functional network. Our approach follows industry best practices, focusing on the systematic integration of individual ITS elements into subsystems, and subsystems into the overall system architecture.

The integration process will include clearly defined steps for configuring and linking field devices, verifying communication pathways, and ensuring seamless operation with the City's existing Advanced Traffic Management System (ATMS). Integration and verification will occur in tandem, with each phase tested thoroughly before moving forward—culminating in a reliable and scalable system ready for operational deployment.

AET will work collaboratively with the contractor and system vendors to configure IP-based field devices and ensure proper network connectivity with the City's Traffic Management Center (TMC). This includes:

- Assigning and verifying static IP addresses
- Establishing VLAN configurations
- Testing bandwidth and latency to ensure the system meets ITS performance standards

New controllers will be programmed with basic timing plans and pre-configured with the appropriate IP address and VLAN settings prior to field activation. They will also be integrated into the City's ATMS prior to system turn-on to ensure a smooth transition to live operations.

This integration process will apply not only to controllers but also to other ITS elements such as:

- High-definition CCTV cameras
- Advanced video detection systems
- Communication switches and other networked ITS infrastructure

Through this comprehensive and collaborative approach, AET will deliver a robust, scalable, and future-ready ITS network that supports current operational needs while enabling future system expansion and enhancements.

## **FEE PROPOSAL**

As requested in the RFP, the Fee Proposal has been placed in a separate sealed envelop clearly marked "FEE PROPOSAL".



## KENNY CHAO, IMSA

Project Manager



### FIRM

AET & Associates, Inc.

### YEARS OF EXPERIENCE (TOTAL)

22

### YEARS WITH FIRM

5

### EDUCATION

EMBA | 2006

Executive Master in  
Business Administration,  
Chapman University

BS | 2002

Civil Engineering,  
California State Polytechnic  
University, Pomona

### LICENSES/CERTIFICATIONS

International Municipal  
Signal Association (IMSA)  
Certified No. AA 111992 &  
ZZ 111992

### REGISTRATIONS/ MEMBER ORGANIZATIONS

Intelligent Transportation  
Society of California -  
ITSCA (Board of Directors)

Co-Chair of Work Area  
Temporary Traffic Control  
Handbook Committee  
(WATCH BOOK)

APWA GREENBOOK  
Standard Plan Committee  
Member

### ABOUT KENNY

Kenny is a Traffic and ITS Engineer with 22 years of experience who skillfully meets challenges and creates positive change. He has managed and designed projects for various local agencies including the Cities and OCTA in the design of traffic signals, roadway lighting, fiber optic communication networks, CCTV systems, signing, striping, construction staging, and temporary traffic control. He has designed more than 750 traffic signal, 500 miles of fiber optic, and 100 roadway lighting systems. He has hands-on experience with roadside equipment and the technologies necessary to successfully implement and integrated numerous advanced traffic signal controller software and equipment systems. Kenny has extensive experience with the communications system and traffic signal systems that must be integrated into the roadside environment.

### RELEVANT PROJECT EXPERIENCE

**City of Westminster On-Call Services, I-405 Design/Build Traffic and ITS Support, Westminster, CA.** Kenny has continuously provided on-call ITS support to the City of Westminster since 2018. He served as the City of Westminster's ITS representative and represented the city in meetings with OCTA, Caltrans District 12, and the contractor. He verified the construction of new infrastructure and staff time recovery funding for the I-405 Improvement Project. Kenny served as the Technical Lead and support the city with review and approval of the fiber communication network.

**OCTA Regional Traffic Signal Synchronization Program (TSSP) Program, CA. Various Roles.** Kenny has served in various roles, such as Principal in Charge, Contract Manager, Project Manager, Task Leads, Technical Advisor, and QA/QC official throughout the past 13 plus years. The following are list of projects that Kenny has completed for OCTA and/or Orange County Cities:

- **Yorba Linda Boulevard TSSP, CA, Design Task Lead (Placentia):** The traffic signal synchronization project along a 12-mile stretch of Yorba Linda Blvd./Weir Canyon Rd. The project involved developing signal timing plans, coordination plans, traffic signal modification plans, and fiber optic design for 63 intersections along the corridor. Kenny led the design efforts for Placentia, covering 9 signals. In addition to the signal enhancements, new fiber optic cables and splicings were designed to improve traffic communications.
- **Bolsa Chica TSSP, CA, Design Task Lead (Westminster):** The traffic signal synchronization project includes 22 intersections on Bolsa Chica/Valley View Street. The project included the development of signal timing plans, coordination plans, traffic signal modification plans, and fiber optic design for the entire corridor. Kenny spearheaded the design for Westminster, focusing on 6 signals and integrating them into the city's TMC (Traffic Management Center).
- **OCTA Regional TSSP, Orange County, CA - Various Roles: Principal-in-Charge, Contract Manager, Project Manager, Task Lead, Technical Advisor, and QA/QC**

- **Baker | Placentia | Victoria | 19th Street TSSP, Costa Mesa, CA, Project Manager.** As project manager, Kenny is managing the team and providing guidance for design, systems integration, construction support, and Traffic Management Center (TMC) upgrades. The City of Costa Mesa is using Measure M2 Funding to develop traffic signal infrastructure and coordination improvements that will synchronize the traffic signals along three continuous/contiguous corridors: Baker Street, Placentia Avenue, Victoria Street, and 19th Street. A total of 41 signals exists over 10.2 miles with 39 owned by the City of Costa Mesa and two owned by Caltrans.
- **Irvine Barranca Parkway, Von Karman Avenue, Irvine Center Drive, MacArthur Boulevard Signal Coordination Projects, CA, Project Engineer.** Kenny designed CCTV camera systems and communications equipment for four different projects, totaling 20+ intersections along four different corridors in Irvine. The design included fiber optic interconnect in new and existing conduits to work with the existing copper/ interconnect within the project limits. Kenny also performed field checks at all 20+ intersections, including evaluation of pull boxes and conduits for the possibility of pulling additional CCTV power and transmission cables through existing conduit runs. Kenny prepared traffic signal base plans and designed the CCTV system using the City of Irvine's design manual, which required him to understand and apply the specific requirements of all of the equipment that was installed or modified.
- **Irvine/Caltrans District 12 CCTV and Fiberoptic Design, CA, Project Manager.** Kenny was responsible for the design of a CCTV camera system and ITS communications equipment for five different projects, totaling 43 intersections along five corridors in Irvine. The ITS equipment, including CCTV, Ethernet switches, fiber optic cable, and installation details, provides a redundant communication paths to ITRAC.
- **OCTA, Westminster/17th TSSP, CA, Deputy Project Manager, Technical Advisor, and Task leads.** Traffic signal synchronization project along 16 miles of Westminster Avenue/17th Street. The project consists of the preparation of signal timing plans, coordination plans, traffic signal modification plans, and conducting before and after studies for 63 intersections along the corridor.
- **OCTA, Magnolia Street TSSP, CA, Principal-in-Charge, Task Lead for PS&E and Construction & System Integration.** The project provided professional engineering services for the traffic signal synchronization project along 16 miles of Magnolia Street. The project consists of the preparation of signal timing plans, coordination plans, traffic signal modification plans, and conducting before and after studies for 59 intersections along the corridor.
- **OCTA, State College Boulevard TSSP, CA, Project Manager.** The project was to perform an operations and timing analysis to develop and implement optimized traffic signal synchronization timing, which included the development and implementation of timing plans at all signalized intersections. The project developed new coordinated signal timings for 33 traffic signals along State College Boulevard.
- **Beach Boulevard Traffic Light Synchronization Project (TLSP), CA, Lead Designer.** Kenny served as the lead designer for the design, implementation, and system integration of ITS components for this traffic signal synchronization project. Based on recommendations, Caltrans agreed to use the existing copper interconnect cable to connect all 72 intersections along Beach Boulevard via Ethernet-over-copper communications and to transmit data and video to Caltrans District 12 TMC via single-mode fiber optic cable. The recommendation saved about \$1.5M in conduits/pull boxes and fiber optic cabling costs. This project was the first Ethernet over copper project conducted by Caltrans; it was so successful that other districts referenced it as a prototype to implement along other corridors.
- **Anaheim CCTV, ITS, AND Fiber-Optic Communications System Design, CA, Project Manager.** Kenny served as project manager and lead designer for six separate traffic and ITS PS&E design projects, involving over 20 intersections. The project included the preparation of ITS infrastructure to implement a CCTV camera systems, fiber optic communications trunk lines, 2070 controller upgrades, split cycle offset optimization technique detectors for adaptive traffic signal control, and other signal upgrades. Kenny evaluated existing infrastructure and recommended improvements along the corridors to ensure that the City's needs were met, and the project met the latest City, APWA Greenbook, and Caltrans' standards.
- **OCTA, Communications Study, CA, Traffic Engineer.** Kenny addressed the transportation infrastructure that was operated and maintained by OCTA, Caltrans, the County of Orange, as well as the 34 municipalities. The purpose of the study was to explore options for interconnecting the regional data collection systems, identify projects needed to facilitate regional data and video sharing, and determine data standards needed to support the regional vision.
- **Fairview Road, Costa Mesa, CA, Task Lead.** Kenny served as task lead for PS&E and system integration for the design and implementation of various ITS elements, including fiber optic, CCTV, Bluetooth, wireless interconnect, and signal equipment upgrades for the cities of Costa Mesa and Santa Ana and for Caltrans. Kenny designed and directed the contractor to implement the various ITS equipment upgrades to integrate the existing infrastructure to create a more robust system.
- **Anaheim Boulevard TSSP, Anaheim, CA, Lead Engineer, and Project Manager.** Kenny was the lead engineer in the development of the design of ITS, traffic signals, and communication plans for the corridor.



- **San Clemente Avenida Pico and El Camino Real Traffic Signal Synchronization Project, CA, Design Engineer.** Kenny served as design engineer for this ITS Master Plan vision that helped the City develop its traffic signal communications infrastructure through various equipment and system integration upgrades. Through careful analysis of current construction costs, Kenny proposed pragmatic solutions to allow the City to build the communications infrastructure for the Avenida Pico and the El Camino Real corridors while staying within the Project P grant budget.
- **Olympiad/Felipe TSSP, CA, Principal-in-Charge, Task Lead, and Technical Advisor.** The project provided traffic and transportation engineering services to improve traffic flow through an optimized traffic signal design system. In addition, Mr. Chao assisted in performing data collection and analysis to develop and implement optimized traffic signal synchronization.

**Ontario Municipal Fiber Optic Network, Ontario, CA, Project Manager.** Kenny is responsible for the PS&E for the City of Ontario Municipal Fiber Optic Network. The project consists of installing approximately 74 miles of fiber optic cable and communications to 149 traffic signals, 25 City Buildings, four well sites, retrofitting an existing city building into a communication facility on the southeast side of the City, and designing a new building to house the communications equipment on the northeast side of the City. Coordination was also provided with Caltrans District 8, San Bernardino Flood Control District and Union Pacific Railroad Company to process and obtain encroachment permits for several crossings.



## JEI MERCADO, PMP

Network Engineer



### FIRM

AET & Associates, Inc.

### YEARS OF EXPERIENCE (TOTAL)

13

### YEARS WITH FIRM

3

### EDUCATION

BS | 2011

Electrical and Computer  
Engineering Technology,  
California State Polytechnic  
University, Pomona

### LICENSES/CERTIFICATIONS

Project Management  
Professional (PMP)  
Certificate No. 2108645

### REGISTRATIONS/ MEMBER ORGANIZATIONS

Intelligent Transportation  
Society of California -  
ITSCA

### ABOUT JEI

With a background in Electronic and Computer Engineering, Jei has spent most of his career on mission-critical applications. Jei's project management background is often used for internal and external projects to help define scope, identify constraints, mitigate risks, limit timeline delays, and provide effective communication to stakeholders. Jei has spent years in Intelligent Transportation Systems that allow him insight on the needs and understanding from the agency perspective to build networks for long term usage and scalable growth. Jei has worked with unique infrastructure that requires the use of legacy interconnect, ethernet, fiber, wireless, and cellular communication for means of bring data back to the traffic management center.

### RELEVANT PROJECT EXPERIENCE

**Los Angeles Metropolitan Transportation Authority LA Metro Transit Signal Priority System, Los Angeles, CA, Network Engineer.** Jei led the design of the network system architecture and assisted in generating comprehensive Design Documentation, which included:

- Pair Assignment Plan
- Equipment Configuration
- Equipment selection
- Establishment of Network Naming Conventions
- IP Address Assignment Plan

### **City of Torrance, Design, Procurement, and Implementation of Transportation System Improvement,, Torrance, CA, Network Engineer.**

Jei assisted with the system inventory assessment. The City's previous traffic systems network consisted of a mix of mostly copper interconnect, some fiber interconnect, and some Ethernet radio systems connected to traffic signal controllers via unmanaged Ethernet switches; thus, resulted in inconsistencies of communication between the traffic signal control room and traffic signals. The City suspected that data storms occurred due to the network's flat nature. AET was hired to evaluate the city's system and diagnose the cause(s) of the communication problems and propose a resolution to the problems via deployment of managed Ethernet switches.

### **City of San Gabriel, Fiber Optic & ITS Improvements Project, San Gabriel, CA, Network Engineer.**

Jei assisted with the network design. This project consists of fiber optics installation connecting city facilities, police department, fire stations, and 44 traffic signals along San Gabriel Blvd., Valley Blvd, Del Mar Ave., Las Tunas Dr., and Mission Dr. providing the city with a 10-gig core system. The project improvements include new 352i Stretch ATC Cabinet, 2070 ATC controllers with D4 software, fiber optic communication network, communication hubs, ethernet switches, video detection systems, and CCTV cameras. The design provides the framework and infrastructure to offer gigabit broadband service to the community and fiber to the premise.

### **City of Inglewood, Network Infrastructure Upgrade, Inglewood, CA, Network Engineer.**

Jei developed a new IP scheme to allow for the migration of legacy networks and next generation networks. He provided the City of Inglewood with several layers of network redundancy ranging from hardware and software redundancies using the protocols OSPF, VRRP, and RSTP.

**City of Chino, Network Infrastructure, Chino, CA, Network Engineer.** Jei provided the City with Layer 3 products that can support a segmented network and limit traffic domains byproduct and region. The data would then be efficiently transported over a network backbone supporting OSPF routing protocols. He collaborated with City of Chino IT to allow for network authentication, monitoring, and network communications.

**City of Anaheim, Network Migration, Anaheim, CA, Network Engineer.** Jei provided the City with next generation network design that will allow a migration plan set in phases to allow them to grow as needed while maintaining their existing traffic network. He reviewed existing protocols used by the variety of traffic devices in the TMC to identify ways to integrate different types of traffic solutions on the network.

**City of Westminster, Network Migration, Westminster, CA, Network Engineer.** Jei developed new documentation to incorporate IP schemes and devices on the network. He performed an asset inventory and determined which products needed to be upgraded and utilized the asset inventory to create a master ITS plan for future communications development.

### RELEVANT PROJECT EXPERIENCE

- OCTA Regional Traffic Signal Synchronization Program (TSSP), CA, Network Engineer
- OCTA Countywide Signal Synchronization Baseline, CA, Network Engineer
- Baker/Placentia/Victoria/19th -TSSP, Costa Mesa, CA, Network Engineer
- Yorba Linda Boulevard TSSP, Network Engineer
- Bolsa Chica TSSP, Network Engineer





## JULIAN BARBA, PE

Senior Associate



### FIRM

AET & Associates, Inc.

### YEARS OF EXPERIENCE (TOTAL)

16

### YEARS WITH FIRM

3

### EDUCATION

BS | 2008

Civil Engineering,  
California State Polytechnic  
University, Pomona

### LICENSES/CERTIFICATIONS

Professional Engineer - Civil,  
California No. 89042

### REGISTRATIONS/ MEMBER ORGANIZATIONS

Institute of Transportation  
Engineers (ITE)

Urban Land Institute (ULI)

### ABOUT JULIAN

Julian has served as a Transportation Engineer for multiple prestigious traffic engineering firms throughout the course of his career. He has over 14 years of experience working in ITS design and integration and traffic engineering. He has successfully completed multiple projects for several local and state agencies across the West Coast. Julian's software experience includes AutoCAD 2022, MicroStation V8i, VisiWave, Tru-Trac, Synchro9, Microsoft Project, and Visual Professional Lighting.

### RELEVANT PROJECT EXPERIENCE

**City of Anaheim, La Palma TSSP, Anaheim, CA. Project Engineer.** Julian served as Project Engineer for this traffic engineering and operations project for the City of Anaheim. He provided timing analysis and added edge switches to 39 consecutive traffic signals, thus giving the City of Anaheim remote access to all traffic signals.

**City of Laguna Woods, TSSP, Laguna Woods, CA. Project Engineer.** Julian served as Project Engineer and designed the interconnect communication between all City of Laguna Woods traffic signals in order to synchronize the timing of the intersections and relay the communication back to the TMC in their City Hall.

**City of Ridgecrest, TSSP, Ridgecrest, CA. Traffic Engineer.** Julian developed the SYNCHRO-model for the project which involved seven traffic signals along China Lake Boulevard. The project objective was to improve arterial traffic flow, reduce travel times and stops, and increase average speed, along the China Lake Boulevard Corridor through the synchronization of the traffic signals. The project also included the preparation of fiber optic plans, specifications and engineer's estimates to provide signal communications between the traffic signals, and to provide communications in real time to a new traffic management system at City Hall.

**Cities of Buena Park, Anaheim, and Orange/Caltrans, Ball Road TSSP, Buena Park, Anaheim, Orange, CA. Traffic Engineer.** Julian developed the Synchro model for the 11-mile project, which involved 39 traffic signals through four agencies including the Cities of Buena Park, Anaheim, and Orange, and Caltrans. The project objective was to improve arterial traffic flow, reduce travel times and stops, and increase average speed, along the Ball Road Corridor through the synchronization of 39 traffic signals. The project also included the preparation of fiber optic plans and installation of fiber optic cable between segments, procurement, installation, testing, and commissioning of new signal controllers, cabinets, Bluetooth travel management systems, closed-circuit television (CCTV) cameras, and Econolite CENTRACS traffic management systems for the Cities of Anaheim and Orange.

### RELEVANT PROJECT EXPERIENCE

The following is a list of projects that Julian has completed or is currently working on for OCTA and various cities in Orange County:

- OCTA Regional Traffic Signal Synchronization Program (TSSP), CA. Design Lead



- Baker/Placentia/Victoria/19th -TSSP, Costa Mesa, CA, Design Engineer
- Yorba Linda Boulevard TSSP, Design Engineer
- Bolsa Chica TSSP, Design Engineer



## SUNNY NG

Network Engineer



### FIRM

AET & Associates, Inc.

### YEARS OF EXPERIENCE (TOTAL)

22

### YEARS WITH FIRM

4

### EDUCATION

BS | 2003

Aerospace Engineering /  
Minor in Mathematics,  
California State Polytechnic  
University, Pomona

### REGISTRATIONS/ MEMBER ORGANIZATIONS

Institute of Transportation  
Engineers (ITE)

American Society of Civil  
Engineers, Orange County  
Branch

### ABOUT SUNNY

Sunny has a wide variety of experience in transportation planning and design including intelligent transportation systems (ITS), traffic design, traffic signal communication systems, roadway and highway design, lighting, signing, and striping, bikeway designs, and traffic control plans. He has worked on standards and design plans for many agencies throughout Southern California. Sunny carries the adept ability of managing multiple projects while satisfying clients' needs and expectations. As a skilled professional, Sunny's strengths include complex problem solving and analytical thinking. With technology constantly expanding and improving, Sunny has taken courses throughout his career to continually educate and understand the workings of Intelligent Transportation Systems.

### RELEVANT PROJECT EXPERIENCE

**Los Angeles County Metropolitan Transportation Authority (Metro), I-105 Integrated Corridor Management (ICM) Concept of Operations, and Requirements, and Design, Los Angeles County, CA.** Sunny played a key role in the existing conditions assessment by obtaining data and inventory from previous documentation and identify and verify the relevant equipment within the project limits, ensuring that all necessary components were accurately documented and considered in the assessment.

**City of Torrance, Design, Procurement, and Implementation of Transportation System Improvement, Torrance, CA.** As Network Engineer, Sunny is leading the system inventory assessment. The City's current traffic systems network consists of a mix of mostly copper interconnect, some fiber interconnect, and some Ethernet radio systems connected to traffic signal controllers via unmanaged Ethernet switches. Presently, communication between the traffic signal control room and the traffic signals has been inconsistent. The City suspects that data storms are occurring due to the flat nature of the network. AET was hired to evaluate the city's system and diagnose the cause(s) of the communication problems, propose a resolution to the problems via deployment of managed Ethernet switches.

**City of San Gabriel, Adaptive Traffic Responsive Signal Control Project & ITS Improvements, San Gabriel, CA.** As the Network Engineer, Sunny is leading the network design phase of this project. The project involves installing fiber optics to connect traffic signals along San Gabriel Blvd., Valley Blvd., Del Mar Ave., and Las Tunas Dr., creating a 10-gig core system for the city. Key improvements include the installation of new 352i Stretch ATC Cabinets, 2070 ATC controllers with D4 software, a fiber optic communication network, communication hubs, Ethernet switches, video detection systems, and CCTV cameras. These upgrades will enhance public safety by improving traffic flow and creating a safer, more efficient traffic movement pattern at this congested location.

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## **RELEVANT PROJECT EXPERIENCE**

The following is a list of projects that Sunny has completed or is currently working on for OCTA and various cities in Orange County:

- OCTA Regional Traffic Signal Synchronization Program (TSSP), CA, Network Engineer
- OCTA Countywide Signal Synchronization Baseline, CA, Network Engineer
- Baker/Placentia/Victoria/19th -TSSP, Costa Mesa, CA, Network Engineer
- Yorba Linda Boulevard TSSP, Network Engineer
- Bolsa Chica TSSP, Network Engineer

# Joshua Ferras

Construction Manager

YUNEX  
TRAFFIC



## PROFILE

Josh has over 17 years of experience in the Intelligent Transportation Systems Industry related to the installation of traffic signals, streetlights, and fiber optic communication in both new construction applications and existing modifications. He has served as a Transportation Systems Journeyman Electrician, Foreman, General Foreman, and Superintendent. Josh is well versed in managing construction projects from simple traffic signal modifications to more complex design build or value engineering applications

## RELEVANT EXPERIENCE

Responsible for Management for various types of ITS projects, Traffic Signal / Streetlighting Maintenance contracts in Southern California.

**Project Manager – 2021 to Present**  
*Yunex Traffic Formerly Siemens Mobility, Inc.)*

**Project Manager – 2020 to 2021**  
*Siemens Mobility, Inc.*

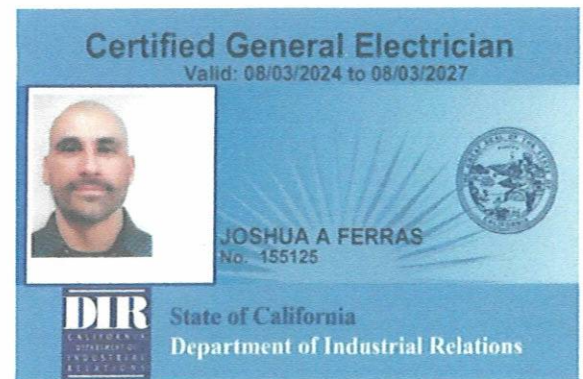
**Superintendent – 2018 to 2019**  
*Crosstown Electrical & Data, Inc.*


**General Foreman / Field Foreman – 2014 to 2018**  
*Crosstown Electrical & Data, Inc*

**ITS Electrician / Apprentice – 2008 to 2014**  
*Crosstown Electrical & Data, Inc*

## Certifications

Full size certifications can/will be provided upon request



 joshua.ferras@yunextraffic.com

## EXPERTISE

- Project Management
- ITS Maintenance and Repair
- Traffic Signal / Streetlighting Maintenance, Repair, and Construction

## CERTIFICATIONS

- IMSA Work Zone Safe
- IMSA Level I, II, Certified Traffic Signal Technician
- NEC Certified (Cert. No. 155125, exp. 08/03/2027)
- Corning "Certified Fiber Installer"
- Trench & Excavation Safety
- OSHA 10 & 30
- Lead & Asbestos Safety

## EXPERIENCE

- Siemens/Yunex Traffic: 5 Year
- Industry: 17 years



# EXHIBIT C



## FEE PROPOSAL

ITEM	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES
1.	System Construction at the intersection of Bolsa Chica Road / Old Bolsa Chica Road per Drawing No. P-2629 Attachment E), Specifications & Special Provisions (Attachment D)*.	\$ 78,262
2.	System Construction at the intersection of Bolsa Chica Road / Duncannon Avenue per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions (Attachment D)*.	\$ 99,764
3.	System Construction at the intersection of Bolsa Chica Road / Westminster Boulevard per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions (Attachment D)*. <b>**See Optional Task, if needed during construction</b>	\$ 225,073
4.	System Construction at the intersection of Bolsa Chica Road / St. James Park per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions (Attachment D)*.	\$ 78,262
5.	System Construction at the intersection of Bolsa Chica Road / Churchill Avenue per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions Attachment D)*.	\$ 78,262
6.	System Construction at the intersection of Bolsa Chica Road / Rancho Road per Drawing No. P-2629 (Attachment E), Specifications & Special Provisions (Attachment D)*.	\$ 78,262
	TOTAL AMOUNT (Not to Exceed):	\$ 637,884

\*Lump sum cost shall include all the tasks listed in the Scope of Services, including procurement & installation of field equipment per plan and specifications, configuration and integration of equipment, equipment testing and equipment testing coordination as needed, and provide construction management support as needed.

**\*\*Optional Task: Rewire & Temp Signal Bolsa Chica Rd/Westminster Bl Signal Conductor Cable \$30,375**